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AGREEMENT

between the

SUPERINTENDENT of the
OTSELIC VALLEY CENTRAL
SCHOOL DISTRICT

and the

OTSELIC VALLEY EMPLOYEES' ASSOCIATION

7/1  6/30
2008-2010

RECEIVED
NYS PUBLIC EMPLOYMENT RELATIONS BOARD
JAN 1 4 2010
ADMINISTRATION
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ARTICLE 1
RECOGNITION

1.1 The basis for this Agreement is the relationship established between the Otselic Valley Central School District and the Otselic Valley Employees Association as a result of certification of the OVEA by the Public Employment Relations Board's decree in case number C-2508. The Otselic Valley Central School District acknowledges that certification which certifies the Otselic Valley Employees Association as the exclusive representative for the purpose of collective negotiations and the settlement of grievances for all non-instructional employees, including substitute employees who are assigned to a position for forty (40) or more consecutive days, except: Buildings and Grounds/Transportation Supervisor, Director of Food Service, Secretary to the Superintendent, Teachers, School Nurses (RN's), District Administrators, District Treasurer, Secretary to the Elementary Principal, Secretary to the Junior/Senior High School Principal, Secretary to the Guidance Counselor, District Clerk, tax collector, census takers, Interpreter, and those employees designated by PERB as managerial and/or confidential.

1.2 In the event any new titles which currently do not exist in the non-instructional unit are created, the OVEA president will be notified in writing within five (5) work days of the Board's authorization to create said position(s).

1.3 The term "Regular Employee" when used throughout this Agreement shall refer to all employees except employees assigned to a position of less than four (4) hours per day, substitute employees, casual employees, seasonal employees, and temporary employees working 90 days or less.

ARTICLE 2
SCOPE OF AGREEMENT

2.1 This Agreement shall have full force and effect from July 1, 2008 through June 30, 2010.

2.2 This Agreement represents the full and complete agreements between the District and the Association and may only be changed through a written and dated amendment executed by an authorized representative of the District and the Association.

2.3 This Agreement shall supersede any rule, regulation or policy of the District which is contrary to or inconsistent with the terms and conditions of employment expressed in this Agreement.

2.4 All rights vested in management prior to the execution of this Agreement shall remain in management unless expressly limited by this Agreement.
4.3 A holiday schedule shall be mutually developed by the Association and the District.

4.4 To be eligible for holiday pay, an employee must have been on an active paid status the full schedule work day immediately preceding and following the holiday.

ARTICLE 5
VACATIONS

5.1 Each twelve (12) month Regular Employee shall receive paid vacation leave as follows:

<table>
<thead>
<tr>
<th>District Service As of July 1</th>
<th>Number of Paid Work Days Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Six (6) months or more but less than one (1) year</td>
<td>5/6 day per full month worked</td>
</tr>
<tr>
<td>One (1) - two (2) years</td>
<td>10 days</td>
</tr>
<tr>
<td>Three (3) or more years</td>
<td>10 days +1 day for each year of additional service beyond two (2) years to a maximum of 20 days. (e.g., 3 years of service as of July 1 means 11 days vacation, 4 years of service means 12 days of vacation).</td>
</tr>
</tbody>
</table>

5.2 If a holiday occurs when an employee is on vacation, that day shall be treated as a paid holiday and not charged against the employee's vacation entitlement.

5.3 At the discretion of the Superintendent and upon timely notice, an employee may carry over unused vacation days from one year to another. An employee's total accumulated vacation entitlement (i.e., the days carried over from the prior year plus the entitlement for this year) shall not exceed 25 days. Each unused day beyond that limit is forfeited.

5.4 If an employee leaves the District for any reason, other than discharge, the employee shall be paid the unused accumulated vacation entitlement at that employee's final rate of pay provided the employee gives the District two weeks advance notice of separation. In the event an employee who is discharged is subsequently reinstated, such earned vacation entitlement shall be restored as if the employee had worked from the day of discharge through the day of reinstatement.
5.5 Vacations must be approved by the employee's immediate supervisor. Notification of tentative vacation plans is to be forwarded to the employee's immediate supervisor each year on or before June 15 and can be amended thereafter by mutual agreement.

ARTICLE 6
ABSENCES FROM WORK

6.1 Sick Leave

6.1.1 Each Regular Employee shall be allowed sick leave at the rate of 12 days per year for 10-month employees, and 13 days per year for 12-month employees. Such sick leave shall be credited one year in advance each July 1.

6.1.2 Each regular employee shall be allowed the use of up to five days of his or her accumulated sick leave for family illness. Family, for purposes of this provision is defined as spouse, child, step-child, or parent (or parent in-law) living in the employee's household.

6.1.3 Any month during which an employee is paid for at least one half the working days shall be a month for which sick leave credit is earned.

6.1.4 For purposes of this section, a day for which an employee receives holiday pay shall be treated as a working day.

6.1.5 Sick leave that is not used during the year shall be allowed to accumulate to 365 days. Utilization above 200 days shall be solely reserved for retirement option 41j application.

6.1.6 Sick leave is to be used for personal or family illness. Employees shall notify their supervisor as soon as is practical.

6.1.7 If an employee is injured on the job which is compensable under Worker's Compensation, the employee shall not have to use sick leave credits, and the employee shall continue to receive his/her pay up to a maximum of, and within, one calendar year for the duration of the disability/recuperation. During this period Worker's Compensation payments made to the employee for lost time will be turned over to the District.

6.1.8 If an employee uses no paid leave, other than vacation and holiday entitlements, or up to two personal leave days when school is canceled for weather emergencies (ten month employees only, as per 6.2.1 below), and takes no unpaid leave of absence during one complete fiscal year, that employee shall receive a $200 bonus payable August 1 of the fiscal year following the fiscal year of perfect attendance.
6.1.9 An employee who, upon termination of employment, has taken sick leave in excess of the number of sick leave days earned in accordance with section 6.1.1, will have the difference (based on a per diem rate) deducted from his/her final pay.

6.2 Personal Business Leave

6.2.1 Each Regular 10-month Employee shall be allowed personal business leave at the rate of 4 days per year. Each Regular 12-month Employee shall be allowed personal business leave at the rate of 3 days per year. Such personal business leave shall be credited one year in advance each July 1. Personal business leave is to be used for matters which cannot be conducted at times other than the working hours of the employee, and shall not include recreational activities such as: golfing, boating, skiing or hunting, or personal activities such as vacations, shopping trips, seeking other employment or travel for non-business purposes. For ten month employees, the four personal business leave days shall be allowed for use on days when school is canceled due to weather emergencies.

6.2.2 An employee will give notice of the need for personal business leave at least 24 hours prior to taking such leave, except in the case of an emergency. In the case of any emergency, the Office of the Superintendent should be notified with the written notification to follow. Except for occasions before or after a scheduled holiday or recess period, an employee shall not be required to state the reason for requesting personal business leave other than that such leave is being taken under this provision.

6.2.3 Unused personal business leave shall convert to accumulated sick leave.

6.3 Bereavement Leave

Each regular employee shall be allowed up to five (5) days bereavement leave per occurrence for the purpose of attending the funeral of a spouse, child, stepchild, parent, parent-in-law or significant other living in the employee's household. Each regular employee shall be allowed up to two (2) days bereavement leave per occurrence for the purpose of attending the funeral of a grandchild, grandparent, grandparent-in-law, sibling, niece, nephew, aunt or uncle. Up to two (2) additional days may be granted at the discretion of the Superintendent.
6.4 **Jury Duty**

Each Regular Employee shall receive regular pay for time spent on jury duty. Money received by the employee from the court shall be turned over to the District, less expenses reimbursed by the court.

6.5 **Local Duty**

Each Regular Employee who has reported for duty and is called away who serves on a local fire, ambulance, or emergency squad will receive regular pay for time spent on such duty. The employee shall notify the immediate supervisor of time spent away from work. The employee must register the fact that he/she serves on such local duty with the District. Absence due to injury sustained in the performance of such duty shall not be compensated except in accordance with the sick leave benefits herein provided. Such injury shall not be covered under the District's Worker's Compensation benefits.

6.6 **Parental Leave**

Each Regular Employee may elect to take up to two year's unpaid leave for the purpose of raising his/her child. The employee shall notify the District of the starting date and anticipated return date at least thirty days prior to the start of the leave. While on leave the employee shall have the option of enrolling in the then available insurance plans at the then premium rates, provided the employee pays the full cost of the premiums of elected coverage.

6.7 **Unpaid Leave**

Each Regular Employee may be allowed, upon approval of the Board of Education, an unpaid leave for a period of up to one year. Notification of such leave and insurance coverage while on leave shall be identical to section 6.6 requirements. Leave of absences shall not be granted for the purpose of pursuing other employment.

6.8 **Association Meetings**

Association members who work the night shift will be allowed to attend Association meetings for up to two hours, provided that such work time is made up within the calendar week when such meeting occurs on Monday or Tuesday, or by the following Thursday if the meeting occurs on Wednesday, Thursday, or Friday.
ARTICLE 7
INSURANCE COVERAGE

7.1 The District shall provide to each Regular Employee, and if so requested for each employee's dependents, health insurance coverage at benefit levels not less than those in effect on June 30, 1997. Employee contribution for the category of individual coverage or the category of dependent coverage (but not both) shall be as follows:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Individual Coverage</th>
<th>Dependent Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time</td>
<td>$385</td>
<td>$545</td>
</tr>
<tr>
<td>Part-time</td>
<td>$385</td>
<td>15%</td>
</tr>
<tr>
<td>Full-time</td>
<td>$410</td>
<td>$570</td>
</tr>
<tr>
<td>Part-time</td>
<td>$410</td>
<td>15%</td>
</tr>
<tr>
<td>Retiree</td>
<td>50%</td>
<td>65%</td>
</tr>
</tbody>
</table>

Full-time Employee shall be defined as one who is employed for a minimum of 10 months per year, 7 hours per day, 5 days per week.

7.2 The District shall provide two options for a dental insurance plan and will contribute $90 per participating employee toward the group dental insurance coverage the employee opts to choose. The benefits of such dental plan shall be mutually agreed to by the District and the Association.

ARTICLE 8
PROBATION AND SENIORITY

8.1 Each employee shall be appointed to and shall serve a probationary period in accordance with the applicable civil service rules and regulations.

8.2 Each permanent employee who is promoted to a different civil service classification shall also serve a probationary period pursuant to civil service regulations but shall retain the right to return to the position held immediately prior to the promotion at any time within the new probationary period. The employee serving temporarily in the vacated position resulting from the promotion shall acquire probationary credit for such temporary service in the event the promoted employee receives permanent status.

8.3 A seniority list covering all regular full-time and part-time employees shall be prepared by the District once a year and shall reflect as of each July 1 for each employee: the name of each employee, the starting date as a regular full-time or
part-time employee, as the case may be, and the starting date in the position in which the employee is then regularly working. Only shift assignments shall be by seniority.

ARTICLE 9
EMPLOYEE DISCIPLINE

9.1 No permanent employee with twelve (12) months of employment, or more shall be dismissed without just cause.

9.2 No permanent employee with six (6) months of employment, or more shall be disciplined except for a written reprimand without just cause.

9.3 Any employee who is absent from his/her work assignment for two days without reason and notification shall be considered to have resigned his/her position effective the first date of such absence.

9.4 This Article shall replace any rights employees have under Section 75 of the Civil Service Law.

ARTICLE 10
PERSONNEL FILES

10.1 The District shall maintain a personnel file for each employee and such file will be located in the central office.

10.2 Any employee shall have the right, upon request, to review the contents of his/her file except for pre-hire information and information which is confidential at its source. An Association representative shall have the right to accompany the employee during such review.

10.3 Upon request, a copy of any material in the personnel file will be provided to the employee without charge except for pre-hire information and information which is confidential at its source.

10.4 Before any derogatory material is placed in an employee's personnel file, he/she shall sign the material to indicate knowledge of its presence in the file. Such signature does not necessarily indicate employee agreement with its contents. If the employee refuses to sign the material, the administration is free to place such material in the file. An employee shall have the right to respond to material placed in his/her file and such response shall be permanently attached to the original file material upon which the response is based.
10.5 Items concerning personal or private matters of the employee having no bearing on the employee's work role will not be placed in the personnel file except for pre-hire information and information which is confidential at its source.

ARTICLE 11
PERSONNEL ACTIONS

11.1 Employees shall have the right to request a representative during a meeting at which there will be disciplinary action taken.

11.2 Assignments of regular bus runs, except for CW/BD and AMM/BD, shall be determined by seniority. Upon return from an approved leave of absence, a driver shall have the right, commencing with the September thereafter, to return to the run(s) (including extras) held prior to taking the leave. The initial assignment of all other bus runs shall be determined by seniority on a rotation schedule as maintained by the transportation supervisor. Substitute drivers shall not be eligible for other bus runs until the full-time driver for whom they substitute resigns his or her position.

11.3 All absences, whether paid or unpaid, shall be charged on an hour-for-hour basis, rounded to the nearest half-hour.

11.4 An employee shall not lose wages for course work or training which is required by the District for the job. The District shall reimburse the employee for tuition, books, room, board, travel, registration fees and special equipment or tools necessary to complete the course or training. Course work or training which is not required for the job, but for which the employee wishes to enroll, may, at the discretion of the Superintendent, be approved for reimbursable expenses as above plus paid time as above. Reimbursement of said expenses requires submitting original receipts to the District no later than thirty (30) calendar days from the date of the expense. District reimbursement to the employee shall be within 15 work days from submission of receipts.

11.5 An employee who, with authorization by the District, uses his/her personal automobile in the performance of District business, shall be reimbursed at the IRS rate per mile traveled on such business plus meal and lodging expenses.

11.6 Meal and lodging expenses will be paid upon proper receipt for all District business conducted upon approval of the Superintendent. Reimbursement of said expenses requires submitting original receipts to the District no later than thirty (30) calendar days from the date of the expense. District reimbursement to the employee shall be within 15 work days from submission of receipts.
11.7 An Employee with 10 or more years of District service who retires from the District shall be paid for up to a maximum of 200 days for accumulated unused sick leave at the time of retirement at the rate of $20 per day for days 1-75 and $25 per day for days 76-200, provided notice of retirement is submitted to the District ninety (90) days prior to the effective date of retirement. Payment will be made with the employee's last regular paycheck.

11.8 It is understood that the personal property which is damaged on-the-job shall be the responsibility of the employee and the District will not have to accept liability for loss of personal property or damage thereto.

11.9 Where layoffs occur in the non-competitive or labor class employees shall be excessed in order of reverse seniority in the position title.

11.10 The District reserves the right to award a contract for the performance of work typically performed by bargaining unit employees. However, the District agrees to negotiate the impact of layoffs, if any, resulting from such a contract. No unit employee will be laid off or reduced in hours by the employment of individuals funded through County, State, or Federal agencies.

11.11 Cafeteria employees will be provided smocks to be worn while on duty. Custodial employees will be provided three uniform shirts annually. Employees are responsible for upkeep and cleaning of the uniforms. The District will consult with the President of the OVEA prior to making the final determination as to the style of the uniform shirt.

The District shall provide one pair of appropriate work shoes to custodians and mechanics during the life of this contract. The Superintendent or Business Administrator will designate style and make of work shoes. If this pair of work shoes needs replacement, the Superintendent shall replace at his/her discretion. Reimbursement for said work shoes shall be made only when the employee submits to the District the original receipt. Receipts are to be submitted no later than thirty (30) calendar days from date of purchase. District reimbursement to the employee shall be within 15 workdays from the submission of receipts. Cafeteria employees will be reimbursed up to $50 for the purchase of work shoes as per the terms outlined above, with the exception that choice of the shoe will be at the discretion of the employee.

The District will provide one jacket for each bus driver, mechanic and outside bus monitor for the length of the Agreement. The jackets are to be worn when the driver is on duty, and shall be maintained by the employee. With the approval of the supervisor, a jacket may be replaced.
Unit employees who wish to wear a hat at work while in a District building may wear an Otselic Valley School uniform hat that will be made available for purchase by the employee.

Custodial employees and mechanics regularly assigned to outdoor duties will be provided with one pair of insulated overalls. Employee input on the type of overalls will be sought. The District will provide individual lockers for custodial employees.

Uniforms, overalls and work shoes will be worn only during work hours. All employees provided a uniform shall be required to wear the uniform during the performance of their duties.

Should an employee voluntarily leave District employment within three (3) months of uniform/jacket purchase, the total cost for the purchase of said uniform/jacket will be deducted from said employee's paycheck.

11.12 Employees shall have the right to request the purchase of specific supplies. Upon request, reasons will be provided if such request is denied.

11.13 Employees shall be provided with a relaxation area which shall include a bulletin board, and a refrigerator, at South Otselic and Georgetown schools.

11.14 Effective June 1, 1989, the District shall provide Section 75i New York State Employees Retirement Plan for all eligible employees. Effective July 1, 1987, Option 41j shall be provided.

11.15 The Association shall have the right to use District buildings and/or grounds for Association activities upon 24 hour notice and approval by the Building Principal. The Association shall also have the right to use interschool mail and mailboxes, as well as one bulletin board in each building.

11.16 A unit employee who, during the course of the work day (with the exception of the start of the work day), is directed to substitute for an employee in a building in which the employee does not normally work, shall be either furnished a school vehicle, or shall be reimbursed at the IRS rate per mile for use of his/her personal vehicle for travel between each work location.

11.17 Each employee shall be given a job description which shall include the employee's normal daily work schedule and the number of hours scheduled per week. This description shall be reviewed on an annual basis by the employee and the immediate supervisor.
11.18 An employee's work performance shall be openly evaluated for the purpose of improving work performance and for the purpose of making decisions on employee retention. Any evaluation shall be written and a copy given to the employee for his/her signature prior to the placement in the personnel file. Employees will be evaluated at least once annually on the Non-instructional Staff Evaluation form developed for that purpose. Changes in the form shall be made by the District only after consultation with the OVEA president.

11.19 Employees shall immediately report all defects in equipment to their immediate supervisor. The supervisor shall be responsible for inspecting the equipment for said defects. Any equipment determined to be unsafe for use by the supervisor shall be appropriately tagged and subsequently repaired.

11.20 Unit employees may receive a meal reimbursement of up to $4.00 for lunch and $7.50 for dinner, provided that prior approval has been obtained from the supervisor, a receipt is submitted, and such meal is not already provided through other means.

11.21 Drivers shall be afforded ad hoc opportunities for additional hours when more senior drivers are absent on short-term leave. At any time, drivers may sign up on five (5) day rotational lists for such runs, including but not limited to the Cortland BOCES run, the Special Education run, and the Norwich BOCES run. Such lists shall be maintained by the transportation supervisor. After completing such a run (for up to five consecutive days) a driver's name falls to the bottom of that particular rotational list. Similarly, if a driver declines to accept the run, his/her name falls to the bottom of that particular rotational list. When a driver gives the transportation supervisor notice of absence less than one hour from the time his/her run commences, the supervisor shall be required to contact the most senior driver on that particular rotational list. If the most senior driver declines that run, the supervisor is free to assign the run to a substitute driver. When a driver gives the transportation supervisor notice of absence one hour or more from the time his/her run commences, the supervisor shall be required to contact the three most senior drivers on that particular rotational list. If the three most senior drivers decline that run, the supervisor is free to assign the run to a substitute driver. In all instances drivers shall complete the full run as offered and there shall be no piecemeal trading of runs from one driver to another. Emergency runs occurring during the regular school day (such as transporting home a child who is ill or being disciplined) shall not be subject to seniority, and may be assigned based on immediate District needs.
11.22 When absent, it is the responsibility of drivers who sign up for the activity bus runs to secure their own substitute drivers. Drivers will first ask colleagues on the activity run rotation list to substitute. Should all listed colleagues decline to substitute, drivers will then ask colleagues not on the activity run rotation list to substitute by seniority. All extra activity bus runs that are not on a rotation list (Ski Club, 4:00 Bus Run), that an assigned driver can not do, will be filled by seniority. The absent driver must notify the transportation supervisor of the name of the collegial substitute at least four hours before departure of the run. Failure to notify the supervisor will allow the supervisor to assign the run to any driver, including non-unit substitutes.

11.23 When the Mechanic is assigned to drive a bus for the purpose of transporting students, he or she will be paid an additional $5.00 per hour, over and above his or her regular hourly rate for the hours so assigned.

11.24 The Mechanic will be reimbursed for the cost of replacement or personal tools used in the performance of his or her duties. Worn or damaged tools will be replaced and new tools needed for District related repairs may be purchased. In the case of new tools, prior approval must be received from the Transportation Supervisor. In all cases reimbursement will be made only after a receipt is submitted. Such reimbursement will be limited to a total of $300 in a contract year.

ARTICLE 12
LENGTH OF THE WORK DAY

12.1 Employees will be paid for time worked plus other paid leave time as provided. The meal period is excluded from time worked and shall be a minimum of one-half hour.

12.2 Employees who work 7.5 hours or more, exclusive of the meal period will be entitled to two 15 minute rest periods. Employees who work 6 hours or more but less than 7.5 hours exclusive of the meal period will be entitled to one 15 minute paid rest period.

12.3 Custodians shall have the option to work a summer work week of four days, ten hours per day exclusive of the meal period.

12.4 All breaks and meal periods shall be duty-free except in emergency situations as determined by the District/immediate supervisor. Said break or meal period shall be extended by the amount of time required to complete the emergency work situation.
12.5 Employees will use the time clock to record time-in and time-out, including lunch periods (not including breaks). It is understood that the District may schedule breaks and lunch periods.

12.6 A bus driver's regular work day may include more than one (1) trip with more than one (1) bus. A driver will be paid straight time while sitting.

ARTICLE 13
OVERTIME

13.1 Overtime service must be rendered only upon the prior direction and approval of the employee's Building Principal or the Superintendent.

13.2 Overtime work is on the basis of building seniority and qualifications. The single most qualified employee eligible for overtime work on the seniority rotation list shall be first offered overtime work.

13.3 All time worked in excess of 40 hours exclusive of the meal period during any work week shall be paid at time and one-half.

13.4 All time worked on Sundays and holidays shall be considered overtime and paid at time and one-half.

13.5 A bargaining unit employee who is called back to work after completing his/her regular work day shall be entitled to a minimum call back pay of one hour.

13.6 Food service workers who desire to work their break/meal period must receive prior approval from the Superintendent or his/her designee.

ARTICLE 14
VACANCIES

14.1 When the District decides to fill a vacancy, or create a new regular full-time or part-time civil service position, it shall post an announcement of that vacancy or new position on at least one bulletin board in each school building and one in the bus garage at the South Otselic Junior-Senior High School site for at least five days before interviews begin for said position. One such announcement shall also be given to the Association President at the time of the posting. The announcement shall state the job title, rate of pay, location of the job assignment, and a general description of the duties of the position.
In filling such a position, the District shall give due consideration to the physical ability, aptitude, work record, training, experience, qualifications and seniority of the applicants for the position.

ARTICLE 15
PAYROLL DEDUCTIONS

15.1 The District will deduct from the wages of each Employee who provides written authorization the following deductions:

- Premiums for District Insurances
- Savings deductions, including IRA's
- Dues for the OVEA and its state and national affiliates
- Other deductions requested by the employee and approved by the Association and the District

15.2 Union dues deductions shall be transmitted to the Association Treasurer at the end of each pay period.

15.3 Direct paycheck deposit will be made, if requested by the employee, to the local bank. A copy of the deposit shall be given to the employee on that date.

15.4 Unit members may make contributions to District approved tax sheltered annuities provided that the employee has signed all paperwork required by the business office and the TSA in question has signed off on a save harmless agreement developed by the District.

15.5 The District shall deduct an Agency Fee from the paycheck of each bargaining unit member who is not a member of the Association. This deduction shall commence with the second pay period in October and shall be completed after ten (10) successive pay period deductions. Should an employee commence service to the District after the start of the Agency Fee deduction, the Agency Fee will be pro-rated and divided equally among the remaining paychecks in the school year.

The District will remit the amount of such Agency Fee deductions made to the designated Association Treasurer within the same time period as regular dues deductions are transmitted. The final transmittal shall be accompanied by a listing of the personnel for whom deductions have been made.

The Association will initially notify the District as to the total amount of the Agency Fee to be deducted. Such notification will be certified to the
District in writing over the authorized signature of the Association President on or before October 10 of each year.

The Association agrees to hold the District harmless for any and all damages and liabilities that may accrue by reason of any action relating to the agency fee deduction, and will provide an attorney regarding any litigation concerning the implementation of this provision.

ARTICLE 16
STUDENT DISCIPLINE

16.1 The Superintendent recognizes his responsibility to give all reasonable support and assistance to employees with respect to the maintenance and control of discipline of students at the job site.

ARTICLE 17
COMPENSATION

17.1 Employees shall be compensated on an hourly rate basis.

17.2 Effective July 1, 2008, all returning employees shall receive an hourly increase of $.50.
Effective July 1, 2009, all returning employees shall receive an hourly increase of $.50.

17.3 A Night Shift Differential shall be paid to employees who work the night shift as follows:

<table>
<thead>
<tr>
<th>Service Period</th>
<th>Differential</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-2 years service</td>
<td>+$.25 on base</td>
</tr>
<tr>
<td>3-4 years service</td>
<td>+$.25 on base</td>
</tr>
<tr>
<td>5 or more years service</td>
<td>+$.25 on base</td>
</tr>
<tr>
<td>(Total on base)</td>
<td>+$.75</td>
</tr>
</tbody>
</table>

If no summer night work is offered, the night shift differential shall be paid for summer daytime work.

17.4 A Longevity stipend of 5 cents ($.05) per hour shall be added to an employee’s hourly pay rate at the start of the employee’s fifth (5th) year of continuous active service in the District (unpaid leave shall not be considered active service).

- at the start of the employee’s 10th year $.10 (total)
- after 15 years $.15 (total)
- after 20 years $.20 (total)
- after 25 years $.30 (total)
- after 30 years $.40 (total)
amounts are non-cumulative

17.5 Compensation for Extra Bus Runs shall be as follows:
    Effective 7/1/2008 $10.60
    Effective 7/1/2009 $10.75

17.6 Compensation for the BOCES Bus Run shall be at the employee's hourly pay rate for three hours and fifteen minutes pay.

17.7 **Cook Manager Stipend**

The Junior/Senior High School Cook Manager will receive an additional stipend in recognition of additional responsibilities of $1.00 per hour.

The Cook Manager at the elementary school will receive an additional stipend of $.50 in recognition of additional responsibilities.

Any Food Service Worker in the unit, who is assigned to fill in for an absent Cook Manager, will also be paid the appropriate per hour stipend listed above.

17.8 **Starting Wages**

Starting Wages shall be no less than as follows:

<table>
<thead>
<tr>
<th>2008-2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aide/Cafeteria</td>
</tr>
<tr>
<td>$7.80</td>
</tr>
</tbody>
</table>

Increases: 2008-09 2009-10
$.25  $.25

In no case will the District grant more than 10 years of credit when setting the initial salary for a new unit member.

17.9 **Summer Aide Work**

Summer aide work will be offered to qualified teacher aides in the unit, prior to being offered to other employees of the District or non-District personnel. The rate for summer aide work will be as follows:

Effective July 1, 2008 - $9.75 per hour
Effective July 1, 2009 - $9.90 per hour
When an aide is removed from his or her regular assignment and assigned to substitute for a teacher or a secretary, she or he will be paid the equivalent of an additional two hours at her or his regular hourly rate, or the District approved substitute rate, whichever is greater, as compensation for such additional responsibility.

ARTICLE 18
LENGTH OF THE WORK YEAR

18.1 A ten (10) month work year shall be defined as September 1 - June 30 and shall coincide with the student calendar and other days as needed.

18.2 An eleven (11) month work year shall be defined as September 1 - June 30 plus twenty days in July or August. The schedule of time worked during the summer shall be determined by the District.

18.3 A twelve (12) month work year shall be defined as July 1 - June 30.

18.4 At the direction of the Superintendent or the Building Principal, ten month cafeteria and teacher aid employees will report early to work to prepare for the opening of school. Said employees shall be paid for such duties up to ten (10) days for teacher aides, and up to three (3) days for cafeteria workers.

ARTICLE 19
NEGOTIATION OF SUCCESSOR AGREEMENT

19.1 If either the District or the Association desires to negotiate a successor to this Agreement, it shall notify the other, in writing, not later than April 1, 2010. At a face to face meeting of authorized negotiating representatives, to occur no later than May 1, 2010, proposals to amend this Agreement shall be exchanged. The scope of this successor negotiations shall be limited to the items contained in the proposals initially exchanged.

ARTICLE 20
DURATION

This Agreement constitutes the full and complete commitments of the parties and may be altered only through a signed and dated written amendment by authorized representatives. This Agreement shall have full force and effect from 12:01 a.m., July 1, 2008 through 11:59 p.m., June 30, 2010.
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE
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.

For the District: Superintendent of Schools, OVCSD
Dated: 8/28/05

For the Association: President, OVEA
Dated: 8/28-06

njg
cwa 1141
APPENDIX A
GRIEVANCE FORM

Name of Grievant(s): __________________________________________________________

Date of Alleged Violation: ____________________________________________________

Provision of the Agreement Violated: __________________________________________

Person(s) Responsible for Violation: __________________________________________

Name of Immediate Supervisor: ______________________________________________

Nature of the Grievance: ______________________________________________________

Remedy Sought: _____________________________________________________________

Date of Oral Discussion with Supervisor: ________________________________

Date Submitted to Level 1: __________ Date of Level 1 Hearing: __________

Date of Level 1 Written Decision: __________

Date of Level 2 Appeal: __________ Date of Level 2 Hearing: __________

Date of Level 2 Written Decision: __________

Date of Level 3 Appeal: __________ Date of Level 3 Hearing: __________

Date of Level 3 Written Decision: __________

I wish to have the Association pursue this on my behalf: ☐ Yes ☐ No

Employee Signature: __________________________________ Date: __________

21
MEMORANDUM OF UNDERSTANDING
Between the
Otselic Valley Central School District
and the
Otselic Valley Employees' Association

The parties have met to discuss the matter of bus drivers assigned to a run, which results in less than four hours per day of regular employment. Article 1, Section 1.3 provides that a "regular employee" is one who is assigned to a position of more than four hours per day. This four-hour limit results in the employee being eligible for contractual benefits.

Due to potential changes in bus runs, there are currently drivers assigned to regular AM and PM runs who may fall below the four-hour limit. It is understood that the appointment to a regular AM and PM run is normally considered regular employment for a bus driver. Accordingly, the parties hereby agree to the following.

- A regular employee, for purposes of Article 1, Section 1.3 shall also include a bus driver appointed to a regular AM (home to school) and PM (school to home) run. If the AM and PM run totals less than four (4) hours, the District will assign additional work assignments enabling the driver to reach the threshold average of four (4) hours per day making him/her a "regular employee." The driver will either be assigned to work from the rotating extra trip list if such work is available or other work so designated by the Transportation Supervisor.

By their signatures below, the parties agree to the above understanding and to its incorporation under the terms of the Collective Bargaining Agreement.

For the District  For the Association

Dated: 1-14-09  Dated: 1-14-09
MEMORANDUM OF UNDERSTANDING

Between the
Otselic Valley Central School District
and the
Otselic Valley Employees' Association

The parties have met to discuss the matter of bus drivers assigned to a run, which results in less than four hours per day of regular employment. Article I, Section 1.3 provides that a "regular employee" is one who is assigned to a position of more than four hours per day. This four-hour limit results in the employee being eligible for contractual benefits.

Due to changes in bus runs, there are currently drivers assigned to regular AM and PM runs who now fall below the four-hour limit. It is understood that the appointment to a regular AM and PM run is normally considered regular employment for a bus driver. Accordingly, the parties hereby agree to the following.

- A regular employee, for purposes of Article I, Section 1.3 shall also include a bus driver appointed to a regular AM (home to school) and PM (school to home) run. If such run totals less than four hours and an additional run is available after the appropriate bidding procedure, the driver may be assigned to this additional run. Such assignment will initially be made based on which driver has the fewest hours. In case of equal run time, assignment will be to the least senior driver with fewer than four hours per day.

By their signatures below, the parties agree to the above understanding and to its incorporation under the terms of the Collective Bargaining Agreement.

________________________  __________________________
For the District For the Association

Dated: ___________________ Dated: ________________
To: Larry Thomas, Superintendent
Otselic Valley CSD

Nancy Phelps
NYSUT -- Binghamton Office

From: Mark Pettitt
Director of Employee Relations

Date: January 20, 2006

Attached is the proposed language in regards to the bus drivers that we discussed on Wednesday, January 18, 2006. Please review and get back to me with any needed modifications. It is understood that this is a draft and is subject to change based on comments and concerns of the officers of the OVEA and/or the Board of Education.

/rw

Attachment
MEMORANDUM OF UNDERSTANDING
Between the
OTSELIC VALLEY CENTRAL SCHOOL DISTRICT
and the
OTSELIC VALLEY EMPLOYEES' ASSOCIATION

This Memorandum of Understanding entered into by and between the Otselic Valley Central School District (hereafter referred to as the “District”) and the Otselic Valley Employees’ Association (hereafter referred to as the “Association”) sets forth the following understanding concerning driver assignment and bidding procedures:

1. During the third full week in August, the District shall post on a bulletin board in the bus garage a schedule of all designated routes, including route number, destination and time of route. The District shall also post an updated seniority list of all drivers. The District shall also mail each list to the bus drivers in order to provide adequate time to review the information.

2. Bus assignments shall be bid on annually by seniority during the forth week in August. The District will mail a notice to all drivers containing the bid date and time.

3. In order to bid, a driver must hold a CDL class B license with P/S endorsements and have met all legal requirements and standards to drive.

4. Drivers who are out on leave on bid day, and apparently will be out for an extended period of time, will be allowed to bid if he/she provides a doctor’s excuse that it is possible for the employee to return to work within the 12 week period and that employee will be able to meet all legal requirements and standards to drive. If the driver is on medical leave or other approved time off, his/her route will be held for a maximum of twelve (12) weeks. The route will be unbundled (i.e. “A” separated from “B” run) and rotated as per Article 11.21 within that 12 week period. After the (12) weeks, or upon notice that the original driver will not return within that 12 week period, the work shall be offered to an available driver in order of seniority, and will remain assigned to that driver until the driver on approved time off returns.

5. If a driver is unable to attend the bidding, he/she may designate an authorized person to bid for him/her. This must be submitted to the Transportation Supervisor in writing previous to the bid. In case of an emergency, the Transportation Supervisor shall accept a verbal notification from the driver. If a driver does not bid, or have an authorized person bid for him/her at the specified time, he/she loses all opportunity to bid on said routes and shall be assigned to whatever route is available at the end of bidding.

6. Once bidding is concluded, the bided route is that driver’s until rebidding takes place regardless of any approved time off. Rebidding will only occur in the subsequent school year or when an “A” route is eliminated or created.

7. Rebidding procedure when an “A” route is eliminated will be based on seniority. All eligible drivers with the same or less seniority than the driver whose route is eliminated will be eligible to bid.

8. All eligible drivers will be eligible to bid on new “A” bus routes.

9. Drivers who are unable to bid and subsequently return during that school year will maintain any Health Benefits at their contribution rate paid immediately prior to taking the leave. Drivers, who, as a result of rebidding, reduce hours, will also maintain any Health Benefits at their contribution rate immediately prior to the rebidding.

10. The bidding procedure shall be conducted by the Transportation Supervisor. The most senior member shall have first opportunity to bid simultaneously on an “A” and “B” runs. Bidding will continue by seniority until all routes are assigned.
11. This agreement shall not serve as a precedent in any future application or interpretation of the terms of the Agreement and shall be effective upon signing of the parties.

For Otselic Valley CSD

Dated: 2/25/09

For the Association

Dated: 8/25/09

NP/njg
cwa 1141
otselic valley ea/mou/route assignment 2009