Contract Database Metadata Elements

Title: Unadilla Valley Central School District and Unadilla Valley Central School District Non-Teaching Employees Unit, CSEA Local 1000, AFSCME, AFL-CIO, Chenango County Local 809 (2004)

Employer Name: Unadilla Valley Central School District

Union: Unadilla Valley Central School District Non-Teaching Employees Unit, CSEA, AFSCME, AFL-CIO

Local: Chenango County Local 809, Local 1000

Effective Date: 07/01/04

Expiration Date: 06/30/09

PERB ID Number: 8643

Unit Size: 73

Number of Pages: 34

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

by and between the
SUPERINTENDENT OF SCHOOLS

of the
UNADILLA VALLEY CENTRAL
SCHOOL DISTRICT

and
CSEA, Local 1000 AFSCME,
AFL-CIO

Unadilla Valley CSD Non-Teaching Employees Unit
Chenango County Local 809

July 1, 2004 - June 30, 2009
<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preamble</td>
<td>1</td>
</tr>
<tr>
<td>Recognition</td>
<td>1</td>
</tr>
<tr>
<td>Dues Deduction</td>
<td>2</td>
</tr>
<tr>
<td>General Working Conditions</td>
<td>2</td>
</tr>
<tr>
<td>Holidays</td>
<td>3</td>
</tr>
<tr>
<td>Vacation</td>
<td>4</td>
</tr>
<tr>
<td>Leave Procedures</td>
<td>5</td>
</tr>
<tr>
<td>Dental and Health Insurance</td>
<td>7</td>
</tr>
<tr>
<td>Retirement</td>
<td>9</td>
</tr>
<tr>
<td>Working Uniform</td>
<td>10</td>
</tr>
<tr>
<td>Job Security</td>
<td>10</td>
</tr>
<tr>
<td>Association Rights</td>
<td>11</td>
</tr>
<tr>
<td>Employee Rights</td>
<td>12</td>
</tr>
<tr>
<td>Grievance Procedures</td>
<td>13</td>
</tr>
<tr>
<td>Employee Training</td>
<td>14</td>
</tr>
<tr>
<td>Savings Clause</td>
<td>15</td>
</tr>
<tr>
<td>Legislative Action</td>
<td>15</td>
</tr>
<tr>
<td>Compensation</td>
<td>15</td>
</tr>
<tr>
<td>Duration</td>
<td>18</td>
</tr>
<tr>
<td>Signatures</td>
<td>18</td>
</tr>
<tr>
<td>Bidding for Bus Runs</td>
<td>19</td>
</tr>
<tr>
<td>Health Insurance Opt Out Form</td>
<td>20</td>
</tr>
</tbody>
</table>
ARTICLE I
PREAMBLE

AGREEMENT MADE BY AND BETWEEN:

The Non-Teaching Employees Association, Chenango County Local 809, Unit of CSEA, INC. of the Unadilla Valley Central School District, hereinafter referred to as THE ASSOCIATION,

AND

The Superintendent of Schools of the Unadilla Valley Central School District, hereinafter referred to as THE SUPERINTENDENT.

THIS AGREEMENT is intended to meet all requirements of the Public Employees Fair Employment Act, the New York State Civil Service Law, the New York State Education Law and such other law as may apply.

AND PROVIDE for mutually satisfactory salaries and working arrangements on an equitable and continuous basis.

ARTICLE II
RECOGNITION

SECTION 1

The employer recognizes the Civil Service Employees’ Association, Inc., AFSCME Local 1000 AFL-CIO, the recognized Union by the Unadilla Valley Non-Teaching Employees’ Association, Unit 6402 of Chenango County Local 809 as the sole and exclusive bargaining agent for all the employees of the following units:

Custodial Worker
Custodian
Head Custodian
Maintenance
Food Service Helper
Mechanic/Driver
Mechanic Helper/Driver
Bus Driver
Account Clerk/Typist
Typist
Senior Typist
Teacher Aide: Includes Health Office
Licensed Practical Nurse
Bus Attendant
SECTION 2

The employer agrees that the Unadilla Valley Non-Teaching Employees' Association CSEA, Inc., shall be the sole and exclusive representative for all the employees of the units mentioned in Section 1 for the purpose of collective bargaining and grievances for the maximum time prescribed by law.

ARTICLE III
DUES DEDUCTION

The employer shall deduct bi-weekly from the wages of the employees and remit to CSEA, Inc., Capitol Station, PO Box 7125, Albany NY 12224, membership dues for those employees who signed authorizations permitting such payroll deductions. The Union Secretary shall be notified by the District Office of any new hire, with title, within a reasonable time period.

ARTICLE IV
GENERAL WORKING CONDITIONS

SECTION 1

The hours of all employees will be determined by job requirements specified by law (see below). It has not been and is not now the policy of the Superintendent to have work done on Sundays or holidays. However, when circumstances prevail necessitating work to be done on these days, the rate shall be double time for Sundays and holidays.

SECTION 2

a) There will be a minimum of one hour's pay for any bus driver reporting for extra trips in the event that said trip is then canceled.

b) Building checks will be scheduled as needed and employees shall be compensated for actual hours worked on building checks. Compensation for time worked on building checks will be at the employee's regular straight time hourly rate regardless of the day or time, unless such hours constitute overtime.

c) Call-in time shall be paid at one and one-half (1 1/2) of the employee’s regular hourly rate of pay for all hours worked.

d) Employees who report to work at their regularly scheduled time on days when school is closed due to weather or emergency conditions, shall be paid for all hours worked, but no less than one hour if the announcement of the closing is made after the beginning of their starting time.
SECTION 3

In all extra bus trips, regular bus drivers shall have first priority. If an extra trip is not filled according to the rotation, the District may use the first available driver or substitute regardless of seniority.

SECTION 4

OVERTIME: All employees shall receive overtime compensation at the rate of time and a half for hours worked in excess of forty hours per week. All paid leave shall be considered as time worked in the calculation for overtime.

SECTION 5

BIDDING FOR BUS RUNS: Shall be as per Appendix A. If a vacancy occurs on an existing or new bus run, the vacancy or new run will be posted in accordance with the posting procedure, and the selection will be on the qualifications and seniority of the bus drivers who apply for the vacancy. If no one applies for the position, then the position will be filled from the outside.

SECTION 6

BUS DRIVERS: (Bus inspection, clean-up, etc.) - The 15 minutes before each bus run and the 15 minutes after each bus run, mornings and afternoon, will be considered as part of the normal work day.

SECTION 7

PAY OPTION: Ten month employees shall have the option of a twenty-one (21) pay period or a twenty-five (25) pay period. This choice will be made once a year prior to the first pay period in September. Such selection cannot be changed at any time during the current year.

ARTICLE V
HOLIDAYS

SECTION 1

All twelve (12) month full-time employees who have a regular assignment of at least seven and one-half (71/2) hours per day, employees shall receive the following paid holidays:

NEW YEAR'S DAY M.L. KING DAY JULY FOURTH
M. L. KING DAY PRESIDENTS' DAY LABOR DAY
GOOD FRIDAY CHRISTMAS EVE COLUMBUS DAY
MEMORIAL DAY CHRISTMAS DAY VETERAN'S DAY
CHRISTMAS EVE THANKSGIVING & Friday after Thanksgiving
DAY AFTER CHRISTMAS CHRISTMAS DAY
Should any of the previously mentioned holidays occur on a Saturday or Sunday, the Friday preceding or the Monday after the holiday shall be given in lieu of the holiday at the discretion of the Superintendent or his designated representative, if school is not in session. If school is in session, the Superintendent or his designated representative will set aside an alternate day for holiday time.

SECTION 2

All ten (10) month employees who work at least an average of twenty (20) hours per week shall receive the following nine (9) paid holidays:

- NEW YEAR'S DAY
- M.L. KING DAY
- GOOD FRIDAY
- MEMORIAL DAY
- PRESIDENTS' DAY
- COLUMBUS DAY
- VETERANS' DAY
- THANKSGIVING DAY
- CHRISTMAS DAY

SECTION 3

Holiday pay will be prorated as to time worked as per the employee's regular daily assignment.

ARTICLE VI

VACATION

All full time twelve (12) month employees who work an average of twenty (20) hours or more per week will receive:

- 1 week paid vacation after 1 year of continuous service
- 2 weeks paid vacation after 2 years of continuous service
- 3 weeks paid vacation after 5 years of continuous service
- 1 extra day paid vacation after 12 years of continuous service
- 1 extra day paid vacation after 14 years of continuous service
- 1 extra day paid vacation after 16 years of continuous service

Vacations will be scheduled with prior approval of the supervisor. Requests must be submitted at least two weeks prior to the dates requested. The Superintendent may restrict the number of vacations granted at any one time based on the needs of the District.
For employees hired during the work year, the following proration of vacation shall apply:

<table>
<thead>
<tr>
<th>Month of Hire</th>
<th>Vacation Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>July, August</td>
<td>5</td>
</tr>
<tr>
<td>September, October</td>
<td>4</td>
</tr>
<tr>
<td>November, December</td>
<td>3</td>
</tr>
<tr>
<td>January, February</td>
<td>2</td>
</tr>
<tr>
<td>March, April</td>
<td>1</td>
</tr>
<tr>
<td>May, June</td>
<td>1</td>
</tr>
</tbody>
</table>

Such proration shall become effective after one year of employment.

Vacation days must be taken during the year given and will not be accumulative.

ARTICLE VII
LEAVE PROCEDURES

SECTION 1 - SICK LEAVE

All ten (10) month employees who work an average of twenty (20) hours per week or more shall receive ten (10) sick days per year.

All eleven (11) month employees who work an average of twenty (20) hours per week or more shall receive eleven (11) sick days per year.

All twelve (12) month employees who work an average of twenty (20) hours per week or more shall receive twelve (12) sick days per year.

Employees shall earn sick time from their date of hire and may accumulate 200 days of sick leave. The school agrees to include up to one hundred and sixty-five (165) days of accumulated sick leave in the calculation of pension benefits, as per §75 of New York State Employees' Retirement System.

Sick leave will be used for employee and employee’s immediate family. A doctor’s statement may be required after three (3) consecutive days of absence.

SECTION 2 - PERSONAL LEAVE

All employees shall receive three (3) paid personal leave days each year. These days are to be used for business that cannot be conducted on non-working days. Prior approval of the Superintendent, or his designated representative is required. Personal leave may be taken in one-hour increments. Unused personal days shall be added to the employee’s sick leave accumulation as per Section 1 above. Only whole days shall be carried over.
SECTION 3 - DEATH IN THE IMMEDIATE FAMILY

All employees shall receive five (5) days paid leave for absence required due to death in the immediate family of the employee.

SECTION 4 - SUBSTITUTES

If a member of the Unadilla Valley Central School Non-Teaching staff is absent, the unit supervisor or the DCMO BOCES substitute service will call in a substitute whenever necessary and possible.

SECTION 5 - JURY DUTY

Non-teaching personnel shall be allowed absences, with pay, to comply with a summons for jury duty. Pay for such absence will be only in the amount of the difference in the jury duty fee and the regular school wage.

SECTION 6 - RELIGIOUS OBSERVANCE

Non-teaching personnel shall be allowed, with full pay, upon approval of the Superintendent of Schools, absence for days of religious observance. Such religious holidays must be noted prior to the date, if such absences are to be approved with pay. This day shall be used and deducted as a Personal Leave Day. If the employee does not have sufficient personal leave days to cover the period of absence, then the days will be taken without pay.

SECTION 7 - ABSENTEE NOTIFICATION

Absences with pay must be announced to the supervisor prior to the absence and not later than 24 hours prior to the day of the absence.

SECTION 8 - DEFINITION OF IMMEDIATE FAMILY

For purposes of any and all leave, the phrase "immediate family" shall include the following relatives of the employee concerned:


SECTION 9 - SICK LEAVE BANK

A. A sick leave bank shall be established in which any employee covered by the terms of this Agreement may elect to participate. An employee electing to participate shall submit in writing to the employer by October First of a given school year a waiver of up to two (2) days from that year’s sick leave allowance to be placed in the bank. Employees who have not contributed any days to the bank will be ineligible to
withdraw days from the bank. An employee must have been employed continuously by the District for a minimum of two (2) years to be eligible to use the sick bank.

B. An employee who has contributed to the sick leave bank in any given school year will be eligible to apply for and receive up to ten (10) days sick leave for each day contributed, provided sufficient days are in the bank to cover requested withdrawals.

C. Withdrawals from the bank shall be limited or related to those for accidents or illnesses requiring prolonged absence from employment, as certified by a physician, other than job incurred accidents or illnesses, when the employee has exhausted their personal sick leave.

D. Requests for utilization of sick bank days by an individual employee shall be submitted in writing. This request shall be submitted to either member of the sick bank committee. Approval of the use of sick bank days shall be made by a committee composed of one administrator appointed by the Superintendent and one Association member appointed by the President of the Association. These appointments shall be made and notice of the appointment given to each party by September 15 of each school year. The sick bank committee will provide each applicant with a written response to their request. It is understood that the decision of the committee is not grievable under Article XII, Grievance Procedure.

E. The days contributed to the sick leave bank, which are unused, shall accumulate in the bank without maximum limitation. In the event that the sick leave bank should be discontinued, the number of unused days accumulated in the bank shall remain in the bank until exhausted and no further contribution of sick leave days will be accepted.

F. While on approved sick leave pursuant to this Section, no other employment or services may be rendered.

**ARTICLE VIII**

**DENTAL AND HEALTH INSURANCE**

**SECTION 1 – Employees Health Insurance**

Effective July 1, 2004, the District will provide the DCMO Blue Preferred-PPO Insurance Plan or its equivalent for each bargaining unit member regularly assigned to work 20 hours or more per week, who elects to participate. The District will pay 95% of the premiums for individual coverage and 90% for dependent coverage annually.

Effective July 1, 2005, the District will pay 93% for individual coverage and 88% for dependent coverage annually.

Effective July 1, 2006, the District will pay 92% for individual coverage and 87% for dependent coverage annually.
Effective July 1, 2007, the District will pay 91% for individual coverage and 86% for dependent coverage annually.

Effective July 1, 2008, the District will pay 90% for individual coverage and 85% for dependent coverage annually.

The health insurance plan shall include a prescription drug card that provides for payments of $5.00 for generic and $10.00 for legend medications.

Any bargaining unit member covered by this Agreement may opt for an HMO through MVP or its equivalent. The District will pay on the following schedule, provided such amount is the same or less than the District cost for the regular plan coverage:

Effective July 1, 2004, the District will pay 95% for individual coverage and 90% for dependent coverage annually.

Effective July 1, 2005, the District will pay 93% for individual coverage and 88% for dependent coverage annually.

Effective July 1, 2006, the District will pay 92% for individual coverage and 87% for dependent coverage annually.

Effective July 1, 2007, the District will pay 91% for individual coverage and 86% for dependent coverage annually.

Effective July 1, 2008, the District will pay 90% for individual coverage and 85% for dependent coverage annually.

Where both spouses are eligible for coverage under the District plan, they shall have the option of one family plan or two individual plans only.

SECTION 2 – Retiree Health Insurance

For an employee who retires from the District with fourteen (14) or more years of District service, the District contribution towards the cost of coverage shall be 95% for individual coverage and 50% for family coverage. At age 65, the District may switch coverage to a Medicare supplemental program or maintain the District plan coverage.

SECTION 3 – Employees Dental Insurance

Bargaining unit members shall receive coverage under the Guardian dental program including Orthodontia Rider or its equivalent. The District will pay 100% of the premiums for employee and dependent coverage.
SECTION 4

All bus drivers who work between 16.5 and 20 hours per week may avail themselves of the health insurance plan by paying the difference between the percentage of state aid received for transportation and 100% coverage.

SECTION 5

A. All eligible members shall have the option of dropping the health insurance plan provided by the Unadilla Valley Central School District and will receive $2,000 annually. Such payment shall be prorated in accordance with the unit member's FTE and shall not be available for unit members working less than 50%.

B. All new bargaining unit members who meet the criteria and who elect not to take the health insurance plan will also be eligible for said payment.

C. Notification for requesting this option must be given in writing and proof of alternative coverage must be provided to the Superintendent/designee by June 30th of the preceding year or upon the date of hire for new unit members (Appendix B).

D. Payment will be prorated into the member's bi-weekly paycheck.

E. If a unit member wishes to change his/her option, written notice must be given to the Superintendent/designee by April 30th, regardless of the date of hire, and said change will be effective as of July 1st of the succeeding fiscal year if the criteria of the health insurance plan is met and approved.

SECTION 6

A unit member who loses coverage under a spouse's insurance will, upon proof of said loss to the Superintendent/designee, be allowed re-entry in the same year the plan was dropped. The unit member will be assessed for the amount of the co-payment effective upon re-entry into the insurance program.

ARTICLE IX

RETIREMENT

The school will provide the improved non-contributory plan (Section 75e).

A. Application of unused sick leave (Section 415 and 3415)
B. Guaranteed minimum death benefit (Section 60b and 360b)

The District will provide the improved non-contributory plan (Section 75I) to all eligible employees.

A. Application of unused sick leave
B. Guaranteed minimum death benefit
ARTICLE X
WORKING UNIFORM

A. All mechanics shall have coveralls furnished and laundered without charge.

B. Cafeteria helpers shall be provided a clothing maintenance allowance of $80 per year or smocks purchased or provided by the District.

ARTICLE XI
JOB SECURITY

SECTION 1

After one year of continuous service, an employee whose service is terminated shall have the right to a hearing before the Board of Education.

SECTION 2

Rights of Article 75 of Civil Service Law after four (4) years of service.

SECTION 3

In the case of job abolishment, reduction in force, layoff, and recall, the following procedure shall prevail:

A. The employee involved shall have the right to replace the least senior employee, within the same title.

B. If an employee cannot replace anyone within his title because of lack of seniority, he may replace the least senior employee in another title within the job unit, if qualified. The job units are as follows:

- Cafeteria Unit
- Transportation Unit
- Custodial Unit
- Typist Unit
- LPN
- Teacher Aide Unit

C. Employees shall be recalled in reverse order of layoff. If person called is not available, willing, or able to return, then the next person in reverse order will be called.

D. Except in case of emergency, the District shall give two weeks written notice prior to any lay-off.

E. If a vacancy occurs, the following procedures shall prevail:

The job to be filled shall be posted on bulletin board for a period of five (5) working days; the posting will show job title,
rate of pay and location. Interested employees to contact the Superintendent or designee.

F. 1:1 Special Education Aides Hired to Work With Individual Students – If a student leaves the District or no longer requires services, the 1:1 aide will be notified. In the best interest of the students, 1:1 aides will not be eligible to replace another member of their unit for recall purposes. For a one-year period these aides will be given written notice of any subsequent openings in the department and asked to submit a letter of interest. In the event they are rehired, they will resume at their last rate of pay. Agreements will be signed prior to start date of employment.

SECTION 4

The District agrees that for the period July 1, 2004 to June 30, 2009, no bargaining unit member presently employed shall lose his/her employment or have their hours further reduced due to subcontracting.

SECTION 5

For purposes of this contract, seniority and date of hire will be based on service with the Unadilla Valley Central School District or, in the case of employees hired prior to July 1, 1996, on their date of hire as measured by time in title with either the New Berlin Central School District or the South New Berlin Central School District. It is understood that seniority is for the limited purposes found in this Agreement and for layoff purposes under civil Service Regulations.

ARTICLE XII
ASSOCIATION RIGHTS

SECTION 1

The Association will have the right to use school buildings without cost at reasonable times of any day or evening for its meetings and other business, provided that such use will not conflict with previously scheduled school events, and that the proper application for use of buildings for general meetings be timely filed. The principal of the building in question will be notified in advance of the time and place of all such meetings.

SECTION 2

There will be a bulletin board in the bus garage, custodian’s room, cafeteria, middle/high school mailroom, and elementary teachers’ lounge for the exclusive use of the Association.

SECTION 3

The Association will be allowed reasonable use of duplicating facilities.
SECTION 4

The Association will purchase supplies and operator time if necessary.

SECTION 5 - AGENCY FEE

The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit to the Civil Service Employees Association, Inc., Capitol Station, Box 712, Albany, New York 12224.

SECTION 6

The Association may designate up to two (2) delegates who will be given a leave of absence, with pay, for up to a total of six (6) personal/working days for each calendar year to attend conventions or meetings of the Association. If such days are regular scheduled workdays of the designated delegate, written notice for such leave, certified by the President of the local Association must be presented to the Unadilla Valley Central School at least five (5) working days prior to the requested leave.

ARTICLE XIII

EMPLOYEE RIGHTS

SECTION 1

The employer recognizes the right of the employees to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract. Employees should be permitted to re-negotiate salaries and working conditions, 120 days prior to expiration date of this Agreement.

SECTION 2

The Association may appoint or elect one or more employees as representatives whose duties (described in Article IX, Article X, and Article XI) in no way conflict with his duties to the employer.

SECTION 3 – Personnel Files

Association members will have the right, upon request, to review the contents of their personnel file, except for legally confidential materials, and to have copies of any non-confidential documents in it. A bargaining unit member will have the right to have a representative accompany him/her during such review. Copies of up to 15 pages will be furnished at no cost. Any additional
copies of pages shall be furnished at ten cents ($0.10) a page.

Within seven (7) school days, Association members shall be notified of any new material that has been placed in their file other than items such as evaluations, etc., or any other material for which they have received a copy. No derogatory complaint, letter, or report shall be placed in the Association unit member's personnel file without his/her knowledge and opportunity to make a written statement of explanation to be attached thereto. The Association member must submit such response within thirty (30) calendar days of receipt or knowledge of the placement of such material.

ARTICLE XIV
GRIEVANCE PROCEDURES

SECTION 1

Any dispute and grievance arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedures.

SECTION 2

Such dispute and grievance by an employee shall be presented to their department head with the idea of informal resolution.

If the dispute or grievance is not resolved informally, it shall be presented in writing to the immediate supervisor or department head within twenty (20) school days of the date it was alleged to occur. Otherwise, the dispute or grievance will be deemed waived and not to exist. The written grievance shall include the name of the party filing the grievance, the nature of the violation, the redress sought and the specific provisions of the Agreement which are alleged to have been violated.

Within five (5) school days of receiving the written dispute or grievance, the department head or immediate supervisor will render a decision on the matter.

SECTION 3

In the event such dispute and grievance are not satisfactorily adjusted at the preceding step of the procedure, the employee within five (5) school days shall present the dispute or grievance in writing to the Superintendent, or his designee, for settlement. The employee may be accompanied by the local CSEA representative. The Superintendent, or his designee, shall render a decision on the dispute or grievance within five (5) school days of the receipt of the written dispute or grievance.
SECTION 4

In the event such dispute and grievance are not satisfactorily adjusted at the preceding step of the procedure, the employee, accompanied by the CSEA representative (if he or she wishes) shall be present in writing and within five (5) school days the same to the Board of Education for settlement. Within ten (10) school days, the Board of Education shall hold a hearing, and within five (5) school days shall render a written decision on the dispute or grievance.

SECTION 5

In the event the employee is not satisfied with the decision rendered at the Board stage, he or she may submit the dispute or grievance to arbitration by notifying the Board of Education in writing within twenty (20) school days of the receipt of the decision from the Board.

Within five (5) school days after submission to arbitration, the employee or the Board will notify the American Arbitration Association and request the services of an arbitrator. Both parties will be bound by the rules and procedures of the AAA in the selection of an arbitrator.

The arbitrator will hear the matter promptly and will render his decision, if possible, not later than eight (8) calendar days from the date of the close of the hearing. If oral hearings have been waived, the decision then will be rendered not later than eight (8) calendar days from the date of the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions of the issues.

The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE XV

EMPLOYEE TRAINING

Employees required to attend training, workshops, courses, schools, area meetings, etc., as requested by the Supervisor and the Superintendent or his designee, shall have necessary expenses paid by the Board of Education. All employees will be compensated at the employee's regular hourly rate of pay. Once an employee has received certification at the request of the District in a job-related area, the District shall maintain the employee's certification as long as the District employs them.
ARTICLE XVI
SAVINGS CLAUSE

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and hereby specifically agree that negotiations will not be reopened on any item, whether contained herein or not, during the term of this Agreement, unless by mutual consent.

ARTICLE XVII
LEGISLATIVE ACTION

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

ARTICLE XVIII
COMPENSATION

NIGHT SHIFT

All employees regularly scheduled to work a majority of their shift between 3:00 and 11:00 pm, shall receive an additional $.40 per hour. All employees regularly scheduled to work a majority of their shift between 11:00 pm and 7:00 am, shall receive an additional $.75 per hour.

LONGEVITY INCREASE

All employees working twenty (20) hours per week or more shall receive a longevity increase in accordance with the following:

- After 10 years, an additional $.25 per hour
- After 15 years, an additional $.30 per hour
- A one-time payment of $150 in December of the employee's 16th year of employment
- After 20 years, an additional $.35 per hour
- A one-time payment of $200 in December of the employee's 21st year of employment
- After 25 years, an additional $.40 per hour
- A one-time payment of $250 in December of the employee's 26th year of employment
- After 30 years, an additional $.45 per hour
- A one-time payment of $300 in December of the employee's 31st year of employment
- After 35 years, an additional $.50 per hour
- A one-time payment of $350 in December of the employee's 36th year of employment.
PHYSICAL EXAMINATION

All bus drivers and cafeteria workers must have an annual physical examination at no cost to the employee which will be provided by the school physician. If an employee wishes to use their own physician, it shall be at no extra cost to the District.

TEACHER AIDES

Teacher aides may request, with the prior approval of their immediate supervisor, to work on snow or emergency days to complete needed work or to perform work of value to the educational program of the District. Final approval must be given by the building principal. On such days the employee will report when able. Efforts will be made to include aides in superintendent Conference days, though no set number of days will be guaranteed in any particular year.

EXTENDED TRIPS

For all overnight trips, bus drivers will receive pay for eight (8) hours at their regular rate. On all day trips, bus drivers shall be paid the following hourly rate:

<table>
<thead>
<tr>
<th>Date of Effect</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective July 1, 2004</td>
<td>$14.00 per hour</td>
</tr>
<tr>
<td>Effective July 1, 2005</td>
<td>$14.50 per hour</td>
</tr>
<tr>
<td>Effective July 1, 2006</td>
<td>$15.00 per hour</td>
</tr>
<tr>
<td>Effective July 1, 2007</td>
<td>$15.50 per hour</td>
</tr>
<tr>
<td>Effective July 1, 2008</td>
<td>$16.00 per hour</td>
</tr>
</tbody>
</table>

SUPERVISION

A person working in a particular category that has been appointed to supervise other people in the same category shall receive an additional $.30 per hour, provided that said supervision is beyond the employee's job description.
SALARY

Unit employee hourly rates shall be adjusted as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2004-2005</td>
<td>$1.00</td>
</tr>
<tr>
<td>2005-2006</td>
<td>$.62</td>
</tr>
<tr>
<td>2006-2007</td>
<td>$.54</td>
</tr>
<tr>
<td>2007-2008</td>
<td>$.56</td>
</tr>
<tr>
<td>2008-2009</td>
<td>$.59</td>
</tr>
</tbody>
</table>

Effective July 1, 2004 any cleaner (custodial worker) moving to the position of Custodian shall have their hourly rate increased by $.45 per hour over and above the general hourly increase provided as per the above.

MINIMUM STARTING SALARIES

<table>
<thead>
<tr>
<th>Position</th>
<th>2004</th>
<th>2006</th>
<th>2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodial Worker</td>
<td>7.50</td>
<td>8.00</td>
<td>8.50</td>
</tr>
<tr>
<td>Custodian</td>
<td>10.71</td>
<td>11.21</td>
<td>11.71</td>
</tr>
<tr>
<td>Maintenance</td>
<td>11.19</td>
<td>11.69</td>
<td>12.19</td>
</tr>
<tr>
<td>Food Service Helper</td>
<td>8.03</td>
<td>8.53</td>
<td>9.03</td>
</tr>
<tr>
<td>Mechanic/Driver</td>
<td>11.19</td>
<td>11.69</td>
<td>12.19</td>
</tr>
<tr>
<td>Mechanic/Helper/ Driver</td>
<td>10.71</td>
<td>11.21</td>
<td>11.71</td>
</tr>
<tr>
<td>Bus Driver</td>
<td>12.36</td>
<td>12.86</td>
<td>13.36</td>
</tr>
<tr>
<td>Account Clerk/Typist</td>
<td>9.34</td>
<td>9.84</td>
<td>10.34</td>
</tr>
<tr>
<td>Typist</td>
<td>8.55</td>
<td>9.05</td>
<td>9.55</td>
</tr>
<tr>
<td>Senior Typist</td>
<td>8.95</td>
<td>9.45</td>
<td>9.95</td>
</tr>
<tr>
<td>Teacher Aide: (Includes Health Office)</td>
<td>8.03</td>
<td>8.53</td>
<td>9.03</td>
</tr>
<tr>
<td>Licensed Practical Nurse</td>
<td>10.45</td>
<td>10.95</td>
<td>11.45</td>
</tr>
<tr>
<td>Head Custodian</td>
<td>13.19</td>
<td>13.69</td>
<td>14.19</td>
</tr>
<tr>
<td>Bus Attendant</td>
<td>7.50</td>
<td>8.00</td>
<td>8.50</td>
</tr>
</tbody>
</table>

RETIREMENT INCENTIVE

Employees with ten (10) or more years of District service who retire in their first year of eligibility for a non-reduced pension under the provisions of the New York State Employees Retirement System shall have $500 added to their final year's salary. For employees retiring with 15 or more years service, the amount will be $750, and for 20 or more years service, the amount will be $2,000. To be eligible for this benefit, the employee must give a minimum of ninety (90) days notice of his or her intent to retire.

TAX SHELTERED ANNUITIES

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

A Section 125 flexible benefit plan shall be offered to all unit members, with the third party administrator costs to be paid by the participant. The District shall select the plan, after seeking the input of the Association.

ARTICLE XIX
DURATION

This Agreement shall become effective on July 1, 2004 and shall continue in full force and effect until June 30, 2009.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 14th day of September, 2004.

FOR CSEA:

Charles J. Donnia
CSEA Staff Representative

Marilyn Newland
CSEA Staff Representative

Kathleen Radkiewicz
CSEA Staff Representative

FOR THE EMPLOYER:

Superintendent of Schools

JoAnn Mastronardi, CSEA Rep.

CSEA Staff Representative

CSEA Staff Representative
Bidding and Assigning Regular Runs:

- Regular drivers are eligible to bid on regular runs annually by seniority.
- Regular runs will be posted, bid on, and awarded within the two (2) weeks prior to the opening of school. A special meeting may be called by the Transportation Supervisor to complete this process.
- BOCES, additional special education, late bus, etc., runs will be bid by seniority after regular runs are assigned.
- New runs and summer runs will be bid by seniority. If a senior driver has already been assigned a run, any new summer run will rotate to the next senior driver.
- Eligible driver seniority list will be established by July 1 of the applicable school year.

Bidding and Assigning Extra Trips:

- Trips with ten (10) or more passengers will be bid eligible. Trips with nine (9) or fewer passengers may be taken by a faculty or staff member.
- All regular drivers and mechanics shall be eligible to bid on extra trips
- To the extent possible, extra trips for at least a three (3) week period will be posted for a minimum of two (2) days. Trips will be listed in order of date.
- Eligible drivers will sign up for trips they are able to take.
- Trip assignment will be on a seniority rotation. For example, the first trip on the list will be assigned to the first person on the rotation. If that driver did not sign up for the trip, then the trip will rotate to the next driver, continuing until a volunteer is found. After the trip is assigned, the next trip will be offered first to the next driver on the seniority list, continuing until a volunteer is found.
- Extra trip requests received by the Transportation Supervisor that do not allow for time for posting will be assigned by seniority.
- To the extent possible, all trip assignments will be posted.
- Eligible driver seniority list will be established by July 1 of the applicable school year.
- Once a bus driver signs up for an extra run, he/she must fulfill that obligation unless there is a death in the immediate family, sickness of the driver, or written approval from the Transportation Supervisor. The run will then go to the next senior driver in rotation.
If you have a question about this contract, your CSEA representation, or your CSEA benefits and services, please use the following guide to contact the proper union officials. If you feel your rights under this contract have been violated, immediately contact your nearest shop steward or Unit Officer.

**The Unit Officers are:**
Charlie Jenison, President
   847-6873 (home)
Marilyn Neuland, Vice-President
   334-6747 (home)
Phyllis Lobdell, Treasurer
   847-8526 (home)
Kathy Proskine, Secretary
   859-2765 (home)

**My Labor Relations Specialist:**
   JoAnn Mastronardi
   Binghamton, NY 13901

**Unadilla Valley Stewards**
   Charlie Jenison
   Marilyn Neuland
   Reno Rutenber
   Kathy Proskine

**Sick Bank Committee**
   Eileen Figger
   Rita Cornell
   Jane Prohaska

**Grievance Committee**
   Jane Prohaska
   Kathy Proskine
   Marilyn Neuland
   Rita Cornell
APPENDIX B
INSURANCE BUYOUT FORM

UNADILLA VALLEY CENTRAL SCHOOL DISTRICT
And
C.S.E.A.
UNADILLA VALLEY NON-TEACHING EMPLOYEES' ASSOCIATION

TO THE SUPERINTENDENT:

I, ___________________________________ certify that I have read the procedures relating to the
Health Insurance Buyout Option, in Article VIII, Section 5 C of the contract.

I have indicated below the option that I am electing for the ___________ school year.

1. ( ) I am currently enrolled in the family health insurance coverage and elect to not
   have coverage. I herewith submit proof of alternative health insurance coverage
   and the executed waiver below.

2. ( ) I am currently enrolled in the individual health insurance coverage and elect to
   not have coverage. I herewith submit proof of alternative health insurance
   coverage and the executed waiver below:

3. ( ) I currently do not have health insurance coverage with the District and I wish to
   continue my election of no health insurance. I herewith submit proof of
   alternative health insurance coverage and the executed waiver below.

4. ( ) I am a new employee and I wish to have no health insurance. I herewith submit
   proof of alternative health insurance coverage and the executed waiver below.

_________________________________ Employee Signature

_________________________________ Witness Signature

DECLARATION OF MEDICAL INSURANCE AND WAIVER OF LIABILITY

I, ___________________________________ certify that I have been advised of the medical benefits
available. I choose to elect no health insurance and agree that the Unadilla Valley Central
School District shall not be liable for any uninsured medical costs.

_________________________________ Employee Signature

_________________________________ Witness Signature
MEMORANDUM OF AGREEMENT

Between the
Unadilla Valley Central School District
The
Unadilla Valley Non-Teaching Employee's Association, CSEA

Section 1 of Article VII of the Collective Bargaining Agreement between the parties provides that unit members earn sick leave as follows:

All ten (10) month employees who work an average of twenty (20) hours per week or more shall receive ten (10) sick days per year.

All eleven (11) month employees who work an average of twenty (20) hours per week or more shall receive eleven (11) sick days per year.

All twelve (12) month employees who work an average of twenty (20) hours per week or more shall receive twelve (12) sick days per year.

It is understood that use of sick leave is in full and half day increments. It is hereby agreed that effective July 1, 2006, one day of a unit member's annual accrued sick leave may be used in hourly increments. The following rules will apply in regards to this use.

• Use of any sick leave will be for doctor visits, medical appointments or the employee's personal or immediate family illness.
• The total number of hours available to the employee for hourly use will be based on his or her normal workday.
• The total number of hours to be used on an hourly basis over the course of a work year is based on the normal workday of the employee. These hours do not carry over from year to year.
• Example – an employee normally assigned to a position of five hours per day will have one day of sick leave to use on an hourly basis over the course of the work year, that is, a total of five hours.
• At the end of the year, if a unit member has only used a portion of a day and part of a sick leave day remains, he or she will carry over one half day if three or more hours of the day remain unused. There will be no carry over of time if less than three hours remain.

By their signatures below, the parties agree to the above modification to the provisions of Section 1 of Article VII of the Agreement.

For the District

Dated: 11/30/06

For the Association

Dated: 11/30/06
MEMORANDUM OF UNDERSTANDING

Between the
Unadilla Valley Central School District
The
Unadilla Valley Non-Teaching Employee's Association, CSEA
And
Henry Palmer

Henry Palmer is employed by the District as a Bus Driver. Mr. Palmer was unable to pass his 19-a physical, which resulted in his being unable to drive bus for the District at the beginning of the 2006-07 school year. Given his failure to maintain proper licensure, including certification under the provisions of section 19-a of the New York State Vehicle and Traffic Law, and meet the physical requirements of the Regulations of the Commissioner of Motor Vehicles and the Commissioner of Education, the District denied Mr. Palmer the use of leave time for the period he was unable to drive. The CSEA filed a grievance on behalf of Mr. Palmer, arguing that he was absent due to a medical condition and should have been afforded access to his contractual leave time benefits during this period of absence.

As resolution to the grievance as filed, the parties hereby agree to the following. Mr. Palmer will be allowed use of his leave time benefits for the period of his absence for days he was available to work. He will not be allowed use of leave days for days that he was asked to come into work for staff development and failed to report (September 5 and 18 and October 6) or for days he was medically cleared to work on but failed to report (the morning of November 17). Mr. Palmer will responsible for any deductions (i.e. health ins, CSEA dues) that would have been deducted from his pay during the period of absence.

It is agreed that the above shall serve as final and complete settlement to the grievance filed by the CSEA in this matter and the grievance will be withdrawn. It is further understood that the above is being entered into based on the particular circumstances involved in this matter and shall not be cited by either party as a precedent in any future application or interpretation of the terms of the Collective Bargaining Agreement between the parties, nor referenced by either party in any future dispute.

By their signatures below, the parties agree to the above understandings.

For the District

For the Association

Dated: 12/13/06

Dated: 12/13/06
ARTICLE XVIII
COMPENSATION

SALARY

Unit employee hourly rates shall be adjusted as follows:

2009-10  3.9%

MINIMUM STARTING SALARIES

<table>
<thead>
<tr>
<th>Position</th>
<th>2009-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodial Worker</td>
<td>$8.50</td>
</tr>
<tr>
<td>Custodian</td>
<td>11.71</td>
</tr>
<tr>
<td>Maintenance</td>
<td>12.19</td>
</tr>
<tr>
<td>Food Service Helper</td>
<td>9.03</td>
</tr>
<tr>
<td>Mechanic/Driver</td>
<td>12.19</td>
</tr>
<tr>
<td>Mechanic/Helper/Driver</td>
<td>11.71</td>
</tr>
<tr>
<td>Bus Driver</td>
<td>13.36</td>
</tr>
<tr>
<td>Account Clerk/Typist</td>
<td>10.34</td>
</tr>
<tr>
<td>Typist</td>
<td>9.55</td>
</tr>
<tr>
<td>Senior Typist</td>
<td>9.95</td>
</tr>
<tr>
<td>Teacher Aide: (includes Health Office)</td>
<td>9.03</td>
</tr>
<tr>
<td>Licensed Practical Nurse</td>
<td>11.45</td>
</tr>
<tr>
<td>Head Custodian</td>
<td>14.19</td>
</tr>
<tr>
<td>Bus Attendant</td>
<td>8.50</td>
</tr>
</tbody>
</table>

ARTICLE XIX
DURATION

This Agreement shall become effective on July 1, 2009 and shall continue in full force and effect until June 30, 2010.

For the Association  
For the District

3/30/09  
3/30/09

73 Employees