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Contract Database Metadata Elements

Title: **Unatego Board of Education and Unatego Aides' Association (2007)**

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Union: **Unatego Aides' Association**

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AID/9017

Agreement

between the

Unatego Board of Education

and the

Unatego Aides' Association

July 1, 2007 - June 30, 2011

- C. The form to be used for the evaluation is attached as Appendix A. Where a rating of N for needs improvement is made, the evaluator will explain in the comment section the reason(s) for this rating. A copy of the completed form will be provided to the employee at least five (5) days prior to a scheduled conference at which the evaluation is to be discussed. The employee may attach a written response to the evaluation and the employee's signature on the evaluation only indicates that the employee was provided with a copy of the evaluation. All evaluations and employee responses shall be placed in the employee's personnel file in the business office.
- D. If deficiencies are noted the employee shall be provided with specific suggestions for correcting these. A follow-up evaluation will address progress made on correcting the noted deficiency(s).
- E. All observations/evaluations of an employee's activities shall be conducted openly.

ARTICLE V
OVERTIME POLICY

Overtime Pay - All personnel will be paid time and one-half for all hours worked in excess of forty (40) hours per week.

ARTICLE VI
LEAVES OF ABSENCE

A. Sick Leave

Full Time; Ten (10) days per year cumulative to 200 days for personal illness or injury.

Part Time; Five (5) days per year cumulative to 150 days for personal illness or injury.

B. Paid Leave - Non-Cumulative

A paid leave of absence shall be granted to any member of this bargaining unit by the Unatego Central School District for the following reasons:

1. The difference between employee current salary and jury duty compensation for a maximum of twenty-one (21) days per year shall be paid.
2. Full Time - up to three (3) days per year for serious illness in the immediate family (current spouse, children, father, mother or other blood relative).

Part Time - up to three (3) days per year for serious illness or death in the immediate family (current spouse, children, father, mother or other blood relative).

If extra time is needed for this purpose, a request may be made to the Designated Building Administrator, who shall submit his recommendation to the Superintendent for the final decision and, if approved, it will be deducted from cumulative sick leave.

3. Full Time - up to five (5) days per school year in the event of death in the immediate family (parent, current spouse, child, son or daughter-in-law, parent of current spouse, step-parent, sibling, or other blood relative).

If extra time is needed for this purpose, a request may be made to the Designated Building Administrator, who shall submit his recommendation to the Superintendent for the final decision and, if approved, it will be deducted from cumulative sick leave.

4. Full Time - up to two (2) days per year shall be allowed for compelling personal business. Employees will notify their immediate supervisor of their intent to use a personal day at least twenty-four (24) hours in advance of that personal day. The 24-hour notice will be waived if there is an emergency provided the employee gives the supervisor enough information to determine that an emergency exists. Said information must be provided to the supervisor at the time of notification.

Part Time - up to one (1) day per year will be allowed for compelling personal business under the provisions outlined above.

Personal business leave will not be utilized to extend a school holiday or vacation period, or on a Superintendent's Conference day.

C. Unpaid Leave - Parental

1. a. Maternity and adoptive leave without pay shall be granted a period not to exceed one (1) year. "Said" person shall notify the District, in writing, of his/her desire to take such leave and except in case of emergency, shall give notice of at least sixty (60) days prior to the date on which the leave is to begin. Such leave may be extended by the District upon request.
- b. While on leave, a person shall have the option to remain a participant in fringe benefit programs by contributing the full cost.
2. Employees on leave shall give the District sixty (60) days notice of the effective date of their return from such leave.

D. Unused Sick Days

Upon retirement with six (6) to ten (10) years of District service, an employee will be eligible for payment for unused sick leave at the rate of twenty dollars (\$20) per day, for up to a maximum of one hundred (100) days. Upon retirement with at least ten (10) years of District service, an employee will be eligible for payment for unused sick leave at the rate of thirty dollars (\$30) per unused day, up to a maximum of one hundred sixty (160) days.

If the employee submits a non-revocable letter of resignation and intent to retire at least fifteen (15) months in advance of his or her expected date of retirement, he or she shall be able to have the above payment incorporated into his or her final year salary. Under this provision the maximum number of days for payment as salary shall be the number of accumulated sick days at time of notice, minus twenty (20) days. Days remaining at time of retirement shall be paid as per the above.

In no case shall more than one hundred sixty (160) unused sick leave days be compensated under the above provisions.

ARTICLE VII
SALARY

- A. Each returning bargaining unit member will be granted a salary increase in his or her hourly rate in each listed year as follows:

<u>Year</u>	
2007-2008	Increase Hourly rate to \$8.00 or by \$.60 per hour, whichever is more
2008-2009	4.0%
2009-2010	4.0%
2010-2011	4.0%

- B. The minimum start rate shall be as follows:

<u>Year</u>	
2007-2008	\$8.00
2008-2009	\$8.16
2009-2010	\$8.32
2010-2011	\$8.48

- C. A committee made up of two representatives each from the Association and the district will meet to develop a revised pay stub, which reflects hours paid, pay period and other relevant reportable data.
- D. If the District hires a new employee at an hourly rate greater than the hourly rate of a current employee in the same job title, the Superintendent will explain to the Association President, upon request, the rationale for the action.

- E. Effective July 1, 2007, commencing with the July 1 after being employed by the District for a total of 10 consecutive full years without interruption in service, unit members will be granted a \$200 longevity increment. Commencing with the July 1 after being employed by the District for a total of 20 consecutive full years without interruption in service, unit members will be granted an additional \$100 increment. To be paid in a lump sum. This shall be an annual payment payable in July of each year.

Note: Unit members who have met both the 10 and 20 year requirements shall receive a total of \$300 annually.

- F. Each unit member hired between the period of September 1, 1997 and June 30, 2002 will receive a \$100 longevity in line with the above until such time as she is eligible for the ten year, \$200 longevity provided for under this provision.
- G. Whenever a teacher aide or monitor covered under the terms of this agreement is assigned to act as a substitute teacher or substitute teacher assistant due to a teacher or teacher assistant's absence, the aide or monitor will be paid at the applicable per diem rate for a District substitute as established by the District Board of Education.

ARTICLE VIII **HEALTH INSURANCE**

- A. The District will offer to unit members the Utica Blue Cross/Blue Shield Supreme Blue/44 medical insurance or a plan of comparable benefits. The District plan will include a prescription drug program as follows:

Generic - \$3.00 (\$5.00 effective July 1, 2004)
Legend - \$5.00 (\$10.00 effective July 1, 2004)
Mail Order (all orders over 30 days) - \$7.00

- B. The District, at its option, will have the right to join the DCMO BOCES Health Consortium. The plan document shall be approved by the Association and incorporated into this Agreement by reference.
- C. The Board shall pay 90% of the cost of individual and 85% of the cost of dependent coverage. The District shall pay only a prorated portion of the above health insurance premium percentages for part-time employees.
- D. Any unit member who was in a part time position, as defined in Article II section C, and who received paid District health insurance benefits as of March 5, 1998, shall be grandfathered, such that they shall be able to continue to receive such benefit as per full time status until he or she voluntarily drops the District coverage or is awarded a position which is regularly assigned 25 hours or more, at which time he or she will lose all protections as per this paragraph and be eligible for the benefit as per A, B, and C above.

- E. All eligible unit members shall have the option of dropping the health insurance plan provided by the District, and they will receive \$1,000 annually thereafter.

All unit members who meet the criteria and who elect not to take the health insurance plan are eligible.

Notification for requesting this option must be given in writing and proof of alternate coverage must be provided to the Superintendent or designee annually by April 30th or upon the date of hire for new unit members.

Payment will be issued in the last pay period in June or upon the unit member's separation from the District. The payment shall be prorated if there is less than a full year of employment.

If a unit member wishes to change his/her option, written notice must be given to the Superintendent or 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.

A unit member who loses coverage under a spouse's plan will, upon proof of said loss, be allowed re-entry into the insurance program. Re-entry will be as soon as possible within the rules of the carrier. The payment will be prorated if the entry is in the same year the plan was dropped.

The above benefit shall not be available to unit members who, as of December 1, 2002, were on the payroll but opted not to accept the district's health insurance benefit.

ARTICLE IX

PAYROLL DEDUCTIONS

- A. Deductions of dues for the National Education Association of New York and the National Education Association shall be made in the following manner:
 - 1. The total annual membership dues for these designated professional associations, shall be deducted in (eighteen) 18 equal installments beginning with the first pay period in October through June. No later than two (2) weeks prior to the first paycheck in October the Association shall:
 - a. Provide the CEO with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the CEO to deduct dues for the association named above.
 - 2. Additional authorization submitted at least two weeks prior to any regularly scheduled pay date shall be honored and the deductions made for the

balance of the schedule deduction period. The first deduction made in this situation shall include previous deductions.

3. The Chief Executive Officer shall, at the end of each pay period, transmit the amount deducted to the Unatego Aides' Association.
- B. The Board of Education will offer to the Unatego School District employees the option to have moneys deducted from paychecks for the purpose of deposit into personal accounts in the Chen-Del-O Federal Credit Union. Amounts designated for deduction and deposit may be initiated or halted by giving the CEO notification at least two (2) weeks prior to a pay period. Deductions will be made in blocks of \$10 for each pay period and one check covering the total deductions will be mailed each payday to the Credit Union.

ARTICLE X

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a difference or disagreement between the Chief Executive Officer or his/her delegated representative and any member of the Aides' Association, concerning the misinterpretation or misapplication of any of the provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or any rule, policy or practice of the employer.
2. A grievant is the person or group making the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable resolutions of grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any person having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

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

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a grievant, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One

A person or group must initiate grievance action with the Association grievance Committee Chairperson within six (6) days after the person knew of the claim. The Association committee must determine whether grievance action should be taken to the designated building administrator. It is recommended that orally or informally the grievant confer directly or accompanied by an Association representative with the designated building administrator to resolve his/her grievance.

4. Level Two

- a. If the aggrieved is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school or working days after presentation of the grievance, he/she may file the grievance in writing on a special grievance form obtainable from the designated building administrator's office.
- b. Within five (5) school days after receipt of the written grievance by the designated building administrator he will meet with the aggrieved in an effort to resolve the grievance.
- c. The designated building administrator shall return a copy of the grievance form to the employees with his decision in writing within ten (10) school or workdays following the hearing.
- d. The aggrieved shall sign his name and mark satisfactory or unsatisfactory the decision of the designated building administrator and return the original form to him within five (5) school days.

5. Level Three

- a. If the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the designated building administrator, he/he may refile the grievance in writing within five (5) school days after a decision by the designated building administrator. After receiving the written grievance, the president of the Unatego Nurses and Clerical Association within five (5) school days will refer it to the Superintendent.

- b. The Superintendent shall hold a conference with the grievant and his/her representative within five (5) school days of receipt of the grievance form.
- c. Within ten (10) school or work days the Superintendent shall return two (2) copies of the grievance form to the grievant with his/her decision in writing.
- d. The aggrieved shall sign his/her name and mark satisfactory or unsatisfactory the decision of the Superintendent and return the original to him/her within five (5) school days.

6. Level Four

- a. If the aggrieved is not satisfied with the disposition of his/her grievance at Level Three or if no decision has been rendered within ten (10) school days after he has first met with the Superintendent he/she may refile the grievance in writing with the President of the Unatego Aides' Association within five (5) school or work days after a decision by the Superintendent or within five (5) school or work days after receiving the written grievance, the President may refer it to the Board of Education if he/she determines that the grievance has significant merit. Within twenty (20) school or work days after receiving the written grievance, the Board of Education will meet with the aggrieved, the Association President, and the grievant's representative for the purpose of resolving the grievance.
- b. The Board of Education shall, within ten (10) school days notify the aggrieved in duplicate of its decisions following the hearing.
- c. The aggrieved shall sign his/her name and mark satisfactory or unsatisfactory two (2) copies forwarded her/him by the Board of Education and shall return one (1) copy to the Board of Education within five (5) school days.

D. Miscellaneous

- 1. All documents, communications and records dealing with the processing of a grievance will be filed in the personnel files of the participants upon the resolution of the grievance.
- 2. All necessary forms for implementing the grievance procedures will be jointly prepared by the Superintendent, Building Administrators, and the Association President and given appropriate distribution.

ARTICLE XI
POSTING OF VACANCIES

In the event a unit position becomes vacant, the district will post such vacancy for a period of five (5) days. Such posting shall include the starting salary.

ARTICLE XII
COPIES OF AGREEMENT

Copies of this agreement shall be copied; at the expense of the Board and given to all people in the unit now employed or hereafter employed by the Board within two (2) weeks after its execution or employment if that occurs later.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement is, or shall at any time, be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
- B. In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of the Agreement shall continue in effect.
- C. The parties agree that all negotiable items presented at the table have been discussed during the negotiations leading to this Agreement. The parties, therefore, agree that negotiations will not be reopened on any item, contained herein during the life of this Agreement without mutual agreement.

ARTICLE XIV
LEGISLATIVE BODY PROVISION

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

ARTICLE XV
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 business office and the TSA in question has signed off on a save harmless agreement developed by the District. All required paperwork must be on file prior to any deduction being made.

For existing TSAs all required paperwork must be on file by September 8, 2000, for any further deductions to be made.

ARTICLE XVI
ATTENDANCE INCENTIVE

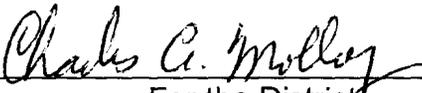
Any unit member using no medical or personal leave during his or her regular work year will receive a one-time payment of \$150. Such payment will be made in the final payroll in June. For unit members using one, two or three days, the payment will be \$100.00.

ARTICLE XVII
DURATION OF AGREEMENT

This Agreement shall be in effect from July 1, 2007 until June 30, 2011.

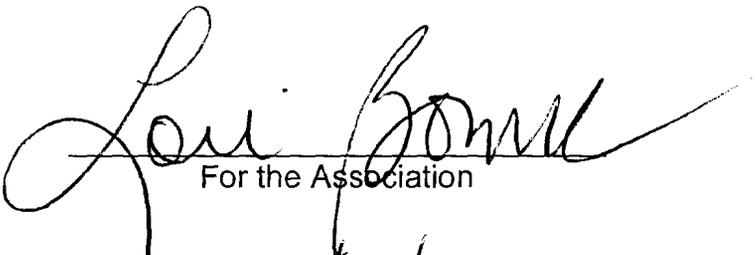
This constitutes the complete Agreement and all issues are settled.

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS ____ DAY OF _____ BY AND BETWEEN THE BOARD OF EDUCATION AND THE UNATEGO AIDES' ASSOCIATION.



For the District

Date: Dec. 11, 2007



For the Association

Date: 11/28/07

APPENDIX A
EVALUATION FORM
 Unatego Aides' Association / Unatego Central School District

 Employee's Name

 Title

 Supervisor's Name

 Date of Evaluation

TYPE OF EVALUATION

ANNUAL

PROBATIONARY

RATINGS

S = Satisfactory

N = Needs Improvement

- | | RATING |
|---|--------|
| 1. Demonstrates the ability to perform all job duties in a satisfactory and an acceptable manner. | _____ |
| 2. Has the knowledge necessary for the satisfactory performance of his or her job duties. | _____ |
| 3. Makes satisfactory use of time to be effective in his or her job duties. | _____ |
| 4. Is aware of and responds to safety concerns. | _____ |
| 5. Cooperates with others in the satisfactory completion of his or her job duties. | _____ |

The back of this sheet includes an area for comments by the evaluator and by the employee. The evaluator must comment when a Needs Improvement is noted above. The employee's signature below only indicates that the employee has been provided with a copy of this evaluation. The employee may add comments to the Optional Employee Comments Section.

 Supervisor's Signature

 Date

 Employee's Signature

 Date

APPENDIX B
GRIEVANCE FILING FORM
Unatego Aides' Association / Unatego Central School District

Aggrieved Party's name _____

Aggrieved Party's position _____

Time when alleged events or conditions constituting grievance occurred _____

Place where alleged events or conditions constituting grievance occurred _____

Identity of Party responsible for causing said events or conditions _____

Portions of the Agreement alleged to be violated _____

General statement of nature of grievance _____

Redress sought by aggrieved Party _____

Signature, Aggrieved Party

Date

Signature, Association President or
Grievance Chairperson

Date