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Union: **Cherry Valley-Springfield Instructional Support Employees' Association**

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GEN/4767

AGREEMENT

BETWEEN THE

CHERRY VALLEY-SPRINGFIELD
INSTRUCTIONAL SUPPORT EMPLOYEES'
ASSOCIATION

AND THE

BOARD OF EDUCATION OF THE
CHERRY VALLEY-SPRINGFIELD CENTRAL
SCHOOL DISTRICT

JULY 1, 2007 – JUNE 30, 2010

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 29 2009

ADMINISTRATION

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PREAMBLE

All Cherry Valley-Springfield employees share in the responsibilities for the social, emotional and academic growth of all the students of the Cherry Valley-Springfield Central School District.

All employees agree to cooperate within their work assignment areas to facilitate learning. It is expected that collaboration may be needed in attaining these goals and that help will be sought or given as the need arises.

ARTICLE I - RECOGNITION

The Board of Education recognizes the Cherry Valley-Springfield Instructional Support Employees' Association as the exclusive Bargaining Agent for the following classes of employees: Bus Drivers, Cafeteria Employees, Teacher Aides, Maintenance Staff, Bus Monitors, Clerk, Keyboard Specialist and Secretary (except Confidential and Managerial employees).

The Board of Education recognizes that the contract covers each of its non-instructional employees who works a regular schedule, whether it be one, two, three, four, five, six, seven or eight hours a day, so long as it is for a fixed period of time such as the school year, the calendar year or any other fixed period agreed to at the time of hiring.

ARTICLE II - HOLIDAYS

Recognized holidays for twelve (12) month employees include:

- Fourth of July
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving and day after
- Christmas Day and either day before or after
- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day

ARTICLE III - LEAVES OF ABSENCE

(Sample Form - See Appendix A)

A. Sick Leave

All probationary employees covered by this agreement shall accumulate days of sick leave bi-annually (July 1 and January 1). Permanent employees will accumulate days annually as follows:

10 month employees (12 total for the year)

12 month employees (15 total for the year)

Unused sick leave may be accumulated to a maximum of one hundred and eighty (180) days.

B. Personal Business Leave

1. All ten (10) month employees shall be entitled to three (3) personal business days each year, accumulative to five (5).
2. All twelve (12) month employees shall be entitled to three (3) personal business days each year, accumulative to five (5).
3. Personal leave may not be used to extend a holiday or vacation. If the reason is not listed below, the employee is to state the specific reason for review by the Principal and the Office of the Superintendent.

Leave will be approved for personal reasons beyond the control of the individual and can not be scheduled during out-of-school hours. Whenever possible the request for such absence will be submitted in writing five days in advance to the building principal or his/her designee except in cases of emergency when advance notice can not be given.

a. Legal Matters: Sale or purchase of a house, income tax hearings, adoption proceedings, court appearances for traffic violations, probating will, obtaining licenses.

Funerals: Attending a funeral service of a person (not a relative) the nature of whose prior relationship to the employee warrants such attendance.

Ceremonies: Graduation of an employee, spouse or child; day of wedding ceremony; participation in religious ceremonies such as baptism, confirmation, circumcision of child; honors and awards ceremonies involving the employee or his/her immediate family.

Education: Required educational examinations; attending educational meetings not covered by professional trip regulations; required parental visits by parents to colleges; professional advancement ceremonies.

Religious observances: The employee may use personal days for religious holiday observations of his/her particular faith not covered in the regular school calendar.

- b. Elective Personal Day – One time per contract year, employees may elect a personal business day which does not fit the categories listed in (a.) above.

C. Vacation Leave

1. All new 12 month employees will accrue vacation time at the rate of one (1) day per month to a maximum of ten (10) days per year. Accrued vacation days may be used following the six (6) month probationary period by new employees.
2. Accumulated vacation time must be used prior to the effective date of resignation.
3. All employees, following their first full year of work, will take vacation on an annual basis of ten (10) days per year with one (1) additional day added for each year of employment after the first year of employment up to the sixth (6th) year.
4. After ten (10) years of employment, one (1) additional day will be added to the fifteen (15) already accumulated. One (1) additional day will be added thereafter for every year of work up to a maximum of five (5) days for a total of 20 days.
5. Vacation for teaching aides, bus drivers, bus monitors and cafeteria workers will be school vacations only. Bus driver cleaners will be encouraged to use vacation days only when school is not in session.
6. Vacation Notification - Requests for vacation must have prior approval by the immediate supervisor and the Superintendent. Each request is to be submitted, in writing, at least one (1) week prior to the first day requested.
7. Vacation days will be allowed to be carried over into the next school year, up to a limit of five. Any days over the five must be used during the first two weeks in July of the ensuing year or will be deducted from the employee's accrual.

D. Family Illness/Bereavement Leave

All employees shall be entitled to five (5) days annually, if necessary for serious illness or death within the immediate family. Such leave shall not be cumulative. For the purposes of this Article, immediate family shall be defined to include: spouse, mother, father, mother-in-law, father-in-law, children (natural, foster, or guardianship), brothers, sisters, brother-in-law, sister-in-law, grandchildren and grandparents.

Unused Family Illness/Bereavement Leave will accumulate as sick leave days for retirement purposes only.

E. Child Rearing Leave

1. An unpaid Child Rearing Leave of Absence for males and females of up to two (2) years duration will be available at the birth or adoption of a child.
2. An employee may return prior to the end of the unpaid leave of absence provided that the district has received forty-five (45) days written notification of a desire to return.
3. An employee will not be given salary schedule credit for the period of the time that he/she is on leave.
4. It is understood that unpaid Child Rearing Leave is not counted as part of the probationary period and, therefore, extends the probationary period accordingly.

F. Unpaid Leave

Employees will be responsible for paying their health insurance in situations in which they have exhausted their appropriate leave accruals, unless they are protected under the Family and Medical Leave Act.

ARTICLE IV - UNSCHEDULED CLOSING

- A. All twelve (12) month employees are expected to work their regular hours on snow days unless the conditions are such that they can not get to work on time. Twelve month employees are not to leave early on snow days unless conditions warrant it, and the Superintendent has approved such an early leaving. If a Declaration of Emergency is issued by Otsego County, employees will not be expected to work and no days will be taken from accumulated leave for that day.
- B. In the event that the Superintendent sends employees home early, the employee shall be paid for a full work day.

- C. If a twelve month employee is required to work and fails to report, the Superintendent may approve the use of a personal day. If an employee wants to use a personal day for this purpose, he/she must notify the Superintendent as soon as possible of their intent to use a personal leave day. Failure to report to the Superintendent shall be considered a waiver of the option to use a personal day. If an employee has no personal days available or does not want to use a personal day for this purpose, the employee shall not be paid for that day.

ARTICLE V - INSURANCE COVERAGE

HEALTH INSURANCE

Employees hired prior to July 1, 2003 and who work a minimum of 20 hours per week or earn at least \$5,000 annually or are a bus driver will contribute 10% of the annual premium capped at 1% of their regular annual salary less overtime, for either the single or family health plan with Catskill Area School Employees' Benefit Plan (Plan M), or the equivalent dollar amount to an alternative HMO plan. Employees hired on or after July 1, 2003 who work a minimum of 20 hours per week or earn at least 5,000 annually or are a bus driver, will contribute 10% of the annual premium as defined above. Two married employees will be allowed one family plan and a single plan or a family plan and a family buyout of if both have outside coverage, two family buyouts.

Should Bassett Hospital not waive the deductible co-payment for the members of CASEBP, the district agrees to reimburse each non-instructional employee in the collective bargaining agreement that elects CASEBP as their health insurance plan seventy-five (75) dollars per year. Also, it is agreed that the administrators and the non-instructional employees will meet to discuss health insurance options should Bassett not waive the health insurance deductible.

Upon retirement, the District shall pay 100% of a single plan for any individual who has worked for the District for a minimum of ten (10) years, has attained the age of 55, providing the retiree is not eligible for group health insurance elsewhere. The District will pay 50% of the coverage for a spouse of a retired employee who meets these criteria and 75% of the coverage for a spouse of a retired employee who meets this criteria and who has worked for the district for a minimum of twenty (20) years. All retirees will be required to take two individual plans providing the health plan allows it unless they qualify for a family plan under the plan guidelines. In this case a retired employee may elect the family plan and pay the difference between a family plan and two single plans less the above respective percentage.

The District agrees to provide alternative health insurance in the form of a single lump sum payment. The following guidelines apply:

1. Employees must declare by September 15, of any school year their desire not to join the health insurance program for that school year.
2. It is understood that once an employee opts not to join the health insurance program, that the employee will not automatically be re-enrolled in the health insurance program the following year and that re-enrollment can only occur in October or July of any school year, or at such time designated by the school's carrier. Applications must be submitted within the enrollment period.
3. By no later than February 1, the District will pay a taxable sum of \$1,500 for family coverage and \$1,000 for individual coverage to employees opting not to participate in the group health insurance program.
4. In order to apply for family coverage, an employee must qualify for such coverage

DENTAL INSURANCE

The district will pay the cost of the employee's individual dental insurance equivalent to the current Blue Cross/Blue Shield Plan. Instructional support staff will be allowed to join Delta Dental, the alternative dental plan, with any additional cost above the current plan being paid by the employee.

VISION CARE

The District will refund, with the submission of a receipt, \$15.00 per year for eyeglasses and/or contacts for employees in this group.

A person on military leave as provided by law for Guard or Reserve will have Family Health and Individual dental maintained at District expense.

ARTICLE VI - SALARY ITEMS

- A. All full time ten (10) month employees shall work a minimum of 180 days and shall be paid on that basis. If additional days are needed for staff development, they will be paid at the standard per diem rate. These days could be outside the traditional school calendar either during vacation breaks or the summer months.

B. 1. Entry level salary for the duration of this contract will be as follows:

Bus Drivers		\$5,000 year
Cleaners		
	Full-time	Minimum Wage plus \$1.00
	Part-time	Minimum Wage plus \$.50
Food Service Workers		
	Full-time	Minimum Wage plus \$1.00
	Part-time	Minimum Wage plus \$.050
Teacher Aides		
	Full-time	Minimum Wage plus \$1.00
	Part-time	Minimum Wage plus \$.50
Bus Monitors		
	Full-time	Minimum Wage plus \$1.00
	Part-time	Minimum Wage plus \$.050
Maintenance Worker		Minimum Wage plus \$2.00
Bus Driver Food Service Worker		\$9.00 hour
Bus Driver Cleaner		\$10.00 hour
Bus Driver Maintenance		\$11.25 hour
Bus Driver Mechanic		\$12.50 hour
Assistant Food Service Manager		\$.80 per hour to Base
Cook		\$.80 per hour to Base
Assistant Cook		\$.40 per hour to Base

The District reserves the right to hire above the base if prior experience is verified.

- One time monetary adjustments will be made effective 7/01/07 to the following positions:
 Bus Driver Mechanic \$13.50 hour
 Least senior part-time Food Service Worker (5 yrs. Of service)- \$8.65 hour
 Both rates are inclusive of current \$.50 hour increase
- All employees will receive a \$.50 hour increase in each of the three years of the contract effective July 1, 2007.

Bus Drivers with a combined salary and stipend hourly wage of less than 4.25% over their 2006-2007 hourly rate will be increased an additional \$.50 per hour.

Longevity

Effective July 1, 2007, longevity will be paid at the rate of an additional \$150 per year for employees who have completed 10 years of service and \$200 per year for employees who have completed 15 years of service to the district within this Unit. In the second year of the contract additionally, the longevity for full-time 12 month employees with 15 years of service will be increased from \$200 per year to \$250 per year with the same provisions. These stipends will continue annually thereafter but will not be added to the base for calculations of future salary increases.

If the instructional contract is reopened before its scheduled ending date, the NIEA will be offered the opportunity to reopen this contract.

- C. 1. Custodial staff, exclusive of blending positions, working the second shift will be paid an additional \$1.00/hour onto base and those working the third shift will receive an additional \$1.75 stipend onto base. Anyone currently higher than these rates will remain at their current rate. There is no additional pay given for work during holiday recess. Changes in shifts will be done, when possible, on a volunteer basis. If management deems it necessary to have more than one cleaner on the third shift, cleaners from the first and second shifts will be asked to volunteer for reassignment. If volunteers are not available, reassignment will be made from the first and second shifts for two week intervals and will be made on a seniority rotational basis.
 - 2. Any employee working any of the recognized holidays will be entitled to take the day as an extra paid vacation day or will be paid overtime at the rate of two times their regular or blended rate. Whenever possible, holiday scheduling will be limited to a building check system and will be voluntary.
 - 3. Cleaners and Maintenance workers will use a voluntary rotational system based on seniority for the assignment of overtime during open shifts (usually weekend events). The most senior person will be first on the list and least senior will be last. Events requiring coverage will be posted two weeks prior to the scheduled date whenever possible. The most senior person will indicate whether or not they are available, if not the next person in order and on down the list until a person fills the shift. The next event posted will start with the second most senior person on the list and progresses through the list as before. When the last person on the list has had an opportunity the rotation starts again at the top of the list with the most senior person.
- D. 1. Any employee in a driver combination position (example: driver/ cleaner) will be allowed to bid on any trip so long as it does not interfere with his/her regularly scheduled assignment.

2. All daily regularly scheduled secondary runs (Special Education Runs, Christian School, Pre-K, Late bus activity) will be offered using Bus Driver seniority bidding. Field trips, refresher courses and all secondary runs will be paid at \$14.00/hour the first year and \$15.00 hour for the second and third year of the contract. Overnight field trips will be paid at \$14.00/hour (first year of contract) and \$15.00/hour (last two years on contract) driving time and \$6.00/hour for the remainder of the time exclusive of the required off-the clock time.
3. Activity runs - Late bus run will be paid at \$19.00 per run for the two years of contract and \$20.00 per run for the last year of the contract. BOCES Assignment - When driven by a regular driver, the pay will be one and one-half times the annual salary for their regular run. When driven by a part-time or substitute driver the rate will be paid as though it was a secondary run at \$14.00 hour for the first year and \$15.00 hour the next two years of the contract.
4. Any regular scheduled primary run will be staffed using seniority bidding. Seniority bidding will take place once per year in August before the school year begins. The district reserves the right to assign 40-hour employees to a shortened primary run.
5. Field trips, whenever possible, will be posted at least two (2) weeks prior. The trip will be staffed using seniority bidding. Seniority will prevail as the determining factor up until the last 48 hours prior to the trip. After that the driver must personally discuss the issue with the assigned driver. Any changes will be by mutual agreement. When no regular driver signs up by the day before then it will be open to part-time and substitute drivers. In late posting situations (2-day notice), all drivers will be given until 3 p.m. of the day of the posting to sign-up. After that time a driver would have to have a personal discussion with the assigned driver to request a change. The 24 hour notice situations will be handled by the Director of Transportation with notification first to the most senior driver that has been driving that sport or activity throughout the year. Should this person not accept the trip, the Director of Transportation will notify the next most senior driver that has been driving that sport or activity throughout the year. This process will continue until a driver is found. On the rare occasion that nobody signs up, a driver designee will work with the Director of Transportation to locate a driver. As a last case scenario the Supervisor of Transportation may assign a qualified 40-hour employee to take the trip.
6. Drivers taking field trips during the time of their regularly assigned trips, will be paid either their regular assignment or the field trip rate, whichever is higher. Example: A ball game trip leaves at 3:30 PM and returns at 8:30 PM. The driver will receive the higher of the 1.5 hours for their regular trip pay plus the remaining 3.5 hours for a field trip rate or 5 hour at the field trip rate.

7. Civil Service addresses full-time driver (am-pm) and full-time monitor seniority. The District will continue to maintain lists for part-time and substitute drivers and monitors using employment dates. The full-time employment date will carry through part-time and substitute but not vice versa. A driver or monitor that leaves full-time employment for part time or substitute will go to the bottom of the list when and if they return to full time duty. Consideration will be given to the order on the substitute and part-time lists when assignments are made.
- E. All 40-hour employees will be paid as per contract.

ARTICLE VII - MISCELLANEOUS PROVISIONS

- A. The mechanic/drivers will be provided a uniform cleaning service. This includes shirts and pants. Jackets and any other apparel requested to be included will be at the employee's expense. A payroll deduction will be used to collect the fees if requested.

Shirts and aprons will be provided by the district for all food service workers. In addition, each worker will receive \$40.00 per year towards the cost of his or her shoes.

Cleaners will be allotted \$200.00 for clothing and shoes per year. The district will order imprinted shirts for the cleaners annually as necessary. Any additional monies left from the allotment after the cost of their shirts is deducted will be available to the employee.

- B. The District will pay for a bus driver's yearly physical if done by the District's health care provider. If done by the employee's physician, the employee can request a claim for reimbursement up to the cost of the District's provider.
- C.
1. The District will train new bus drivers and pay for two CDI road tests.
 2. The District will provide the required two-hour and 20-hour refresher courses for bus drivers.
 3. The District will provide for the required drug/alcohol testing and pay for all testing except when it is required as follow-up to a positive test that requires rehabilitation for continued employment.
 4. The District will issue a separate \$10.00 check towards licensing costs in the beginning of each school year. If a bus driver resigns prior to the end of that school year the \$10.00 will be deducted from their last paycheck.

- D. Non school sponsored athletic activities will not be held at school on Sundays or holidays.
- E. Hourly employees can accumulate compensatory time in place of overtime if they choose all compensatory time must be approved by the Supervisor in charge of that department. It will be credited at one and one-half time. The records maintained in the Business Office will be the official records. The amount that can be accumulated over a one year period is eighty (80) hours, and it must be taken by the following September 1.

Overtime will be paid at one and one-half times the regular or blended pay for any hours over the regularly scheduled eight hours per day. Holiday overtime will be paid in accordance with contract provisions, Article 6 C 2.
- F. The District will reimburse new employees the cost of fingerprinting. The reimbursement will be made to the employee at the end of September following a full year of service to the district.
- G. The District agrees to pay annual dues to the New York School's Nutrition Association for any of the food service personnel who wish to participate.
- H. The procedure for deciding the location for recess, inside or outside, will be established by the Principal.

ARTICLE VIII - GRIEVANCE PROCEDURE

1. It is the intent of these procedures to provide for the orderly settlement of a difference in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. A Service Unit member shall have the right to present a grievance in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. A Service Unit member shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.

6. It shall be the responsibility of the Superintendent of Schools of the district to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.
7. The function of these procedures is to assure fair treatment under the contract provisions for the Service Unit member in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.
8. Grievance definition - A grievance shall mean any claimed violation or misinterpretation of the terms and conditions of employment contained in the expressed language of this contractual document.

Procedures:

1. **Informal Stage**

The aggrieved person shall present in writing his/her grievance to his/her immediate supervisor within thirty (30) days of the first occurrence of the grievable event (all rights waived if this is not complied with), and shall file a copy with the Superintendent of Schools. The immediate supervisor shall orally and informally discuss the grievance with the aggrieved person. The immediate supervisor shall render his determination in writing to the aggrieved person within five business days after the grievance has been reviewed. A copy of such determination shall be filed with the Superintendent. If such grievance is not satisfactorily resolved at this stage, this aggrieved person may proceed to the formal stage.

2. **Formal Stage**

- a. Within five business days after a determination has been made at the preceding stage, the aggrieved person may make a written request to the Superintendent for review and determination. If the Superintendent designates a person to act in his behalf, he shall also delegate full authority to render a determination in his/her behalf.
- b. The Superintendent or his designee shall immediately notify in writing the aggrieved person, immediate supervisor and any other administrator previously rendering a determination in the case, to submit written statements to him within five business days setting forth the specific nature of the grievance, the facts relating thereto, and the determinations previously rendered.

- c. The Superintendent or his designee shall render his determination within ten business days after the written statements pursuant to paragraph b above have been reviewed.

3. **Board of Education Stage**

If the grievance is not satisfactorily resolved at this stage, the aggrieved person may proceed to the Board of Education Stage.

The aggrieved person, within five business days of the final determination by the Superintendent, may make written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a decision within ten business days after reviewing the case.

ARTICLE IX - LEGAL PROVISIONS

- A. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.
- B. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
- C. Within sixty (60) days after the date of this act, a copy of this section shall be furnished by the Chief Fiscal Officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

ARTICLE X - RETIREMENT

- A. The Retirement Plan will be New York State Employees' Retirement Plan 75i.
- B. Longevity bonus. An employee who retires after 20 years of service will receive a bonus equivalent to 50% of their final year's salary. Retiring employees must notify their intent to retire prior by December 31st of the year before their intended date may have the longevity bonus paid within thirty (30) days of retirement or the following January 15th. The choice is the employee's. (i.e. If the intended retirement date is anytime between July 1, 2004 and June 30, 2005, the employee must notify the District in writing by December 31, 2003). This decision must be made in writing to the District Business Official prior to the retirement date. If notice is not received on the timeline above, payment may be held until the next budget year.
- C. After five (5) years of continuous service employees will be reimbursed for their accumulated sick days upon retirement or, if a member of the Employees Retirement System, to apply them towards their retirement credit as provided by Section 41-J. The rate of pay will be \$10.00 per day up to a maximum of 180 days. Since accumulation for Section 41-J is limited to 165 days, those covered by ERS Section 41-J would be entitled to pay for up to the fifteen (15) days or \$150.00.

ARTICLE XI - PREVIOUS PRACTICES

As of July 1, 2007, all previous practices not specifically addressed by this contract are nullified. Practices not specifically covered by this contract will be discussed by the employee or his/her representative and the Superintendent prior to decisions being made.

ARTICLE XII - TERMS AND AUTHORIZATION

This Agreement shall remain in full force and effect for the period July 1, 2007 to June 30, 2010. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item unless both parties mutually agree to reopen them.

FOR THE ASSOCIATION

BOARD OF EDUCATION

By _____

By _____

By _____

By _____

By _____

By _____

APPENDIX A - SAMPLE LEAVE FORM

Date:

I hereby request personal day(s) to be used on

The reason for the absence is in accordance with the Personal Business Leave provisions of the Cherry Valley-Springfield Central School Instructional Support Employees' Association Contract, Article III B as indicated below.

- a. Legal Matters, Funeral, Ceremonies, Education, Religious Observance
- b. Elective Personal Day (Once per contract year)
- c. Other: If the specific reason for this request is not explained above, provide an explanation below, as per Article III, Section B-3.

.....
.....