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**Contract Database Metadata Elements**

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Union: **Secretarial Staff, Valley Central Teachers Association**

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~~SEC~~ SEC / 6378

**Agreement between the Board of Education  
and the  
Valley Central Teachers' Association  
for the  
Secretarial Staff**

July 1, 2008 - June 30, 2011

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

DEC 11 2009

**ADMINISTRATION**

45  
Employer



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### **III. WORKDAY**

The length of the full-working day, excluding the lunch period, shall be not less than seven (7) hours. Part-time employees will work the hours agreed upon with their principals. The full-working day during the period from July 1 through August 31 may be reduced by one (1) hour.

### **IV. ACCUMULATIVE SICK LEAVE**

A full-time employee is allowed fifteen (15) days of paid sick leave per annum for personal illness. Effective July 1, 2008 the maximum number of accumulated days shall be 300 days. The Board reserves the right to ask for a doctor's note at any time. However, the filing of a doctor's note with the Central Office after five days of continuous absence shall be automatic.

### **V. CHILD CARE LEAVE**

Leave without pay for a period of six months shall be granted to all unit members who have worked at least one year in the District for care of their newborn infants, including adopted newborn infants. Where known, requests for such leave shall be made in writing at least four (4) months prior to the date on which leave is to commence, specifying the dates on which the leave is to begin and end. In the case of adoption, the District will be notified as soon as the need for the leave is known.

### **VI. ILLNESS IN THE FAMILY**

An employee is allowed a maximum of three (3) days of absence per annum for illness in the family. For the purpose of this provision, the family shall be defined as a mother, father, sister, brother, or children living outside the household of the employee; or a member of the family living within the household of the employee. Illness in family shall be determined by the family physician, in consultation, if and whenever necessary, with the school physician.

## **VII. DEATH IN THE FAMILY**

An employee shall be granted three (3) days of absence with pay in the event of death in the family. For purposes of this provision, "Family" shall be defined as the member and spouse's mother, father, sister, brother, or children, grandparent, grandchildren, including in laws of the same and/or a member of the family living within the household. One (1) day of absence with pay shall be granted to an employee in the event of death of a member of his family outside the relationships defined above. The Superintendent will use discretionary judgment in granting a maximum of an additional two (2) days in cases where time and distance require such an extension for purposes of attending the funeral.

## **VIII. PERSONAL BUSINESS**

Three (3) days per year may be granted at the discretion of the Superintendent for personal business which cannot be conducted on other than a school or working day during normal working hours. Except in the case of emergencies, the request for a personal day shall be submitted in writing directly to the Building Principal at least two (2) days in advance. No reason need be given for one personal day. Personal leave shall not be granted for such things as recreational pursuits, economic gains, other employment, political matters, etc. If it is subsequently determined that an employee has abused the personal day privilege, such absence shall result in appropriate salary deduction. Except under the most unusual circumstances, personal business days will not be granted on the days immediately prior to or immediately following a vacation period. Unused personal business days may be rolled over into sick days.

**IX. OVERTIME/COMPENSATORY TIME**

Because a typical work week for members is 35 hours, they may work an additional 5 hours (with permission from their supervisor) at their prevailing hourly rate of pay. These additional five hours are not subject to compensation at time and a half and must be approved by their supervisor. When a member works more than 40 hours in a given week, those hours are calculated at time and a half in pay or compensatory time. These hours (beyond 40) must be approved by the supervisor, recorded and tracked on the members' timesheet. Payment for time worked beyond the contractual hours may be submitted for payment at anytime. Compensatory time must be used by May 1<sup>st</sup> or will be paid by June 30<sup>th</sup>.

**X. HOLIDAYS**

The holidays shall be:

- |                              |                                      |                           |
|------------------------------|--------------------------------------|---------------------------|
| <b>Labor Day</b>             | <b>Veterans' Day</b>                 | <b>Lincoln's Birthday</b> |
| <b>Columbus Day</b>          | <b>Martin Luther King's Birthday</b> | <b>Christmas Day</b>      |
| <b>Washington's Birthday</b> | <b>Thanksgiving Day</b>              | <b>New Year's Day</b>     |
| <b>Good Friday</b>           | <b>Memorial Day</b>                  | <b>July 4th</b>           |

**The day following Thanksgiving Day**

Whenever Christmas and New Year's Day occur on Tuesday through Saturday inclusive employees shall be entitled to the day prior to said holiday. Work scheduled on the day before Thanksgiving shall be governed by the school calendar. In addition to those listed above, unit members will be granted up to four additional paid holidays when students are not in attendance. The selection of these four days will be mutually agreed upon. In no case will a holiday be granted when students are in session.

## **XI. VACATION (12-month employees)**

Eligibility for vacation pay shall be determined as of employment status on June 30. A full year of employment shall be construed as employment covering fifty-two (52) weeks per annum. If an employee has worked less than a full year because of having begun work after July 1, his/her vacation entitlement shall be pro-rated at the rate of one (1) day for every ten (10) weeks of employment. Employees on a 10-month schedule shall not be eligible for vacation pay.

- After completion of one (1) full year - five (5) days
- After two (2) years through six (6) years - ten (10) days
- After seven (7) years and through twenty (20) years - fifteen (15) days
- After twenty (20) years and thereafter - twenty (20) days

## **XII. SNOW DAYS**

On school days when school has been canceled due to snow, employees need not report for work.

## **XIII. BENEFITS**

### *A. Health Benefits*

1. Effective July 1, 2008 unit members shall make a five (5%) percent contribution to health care premiums. Effective July 1, 2009 unit members shall make a five (5%) percent contribution to health care premiums. Effective July 1, 2010 unit members shall make a six (6%) percent contribution to health care premiums. Retired employees (service, disability or vested) and surviving spouses and/or dependents of enrolled employees who have completed the necessary



active service to qualify according to the rules in effect on July 1, 1982 shall retain eligibility for the Orange-Ulster Schools Health Plan.

2. Employees who decide not to participate for an entire fiscal year or are otherwise ineligible to receive health insurance because a spouse provides comparable coverage shall receive one lump sum payment in the amount of two thousand (\$2,000.00) dollars per year or two semi-annual payments of one thousand (\$1,000.00) dollars. To be eligible for this provision, employees must notify the District in writing on or before June 1st immediately preceding the fiscal year of their ineligibility or intention to waive health insurance coverage. Employees may also decide not to participate for six month intervals, in which case they would receive one-half of the annual payment. They must notify the District in writing on or before December 1 if they do not want to participate during the January-through-June period. Employees must also demonstrate that they have alternate health insurance coverage. Employees can re-enter during any fiscal year, with the understanding they show that their existing employer-paid health insurance coverage has been canceled.

3. Employees shall not be eligible for the benefits provided in paragraph # 1 at any time their spouse provides comparable coverage; both insurance coverage and out of pocket costs will be considered in evaluating comparability." Such employees will automatically receive the benefits of paragraph #

2. If the employee's spouse should no longer provide comparable coverage, the employee shall be entitled to health insurance coverage in accordance with paragraph # 1. It is the intention of the parties in administering this provision to relieve the District of unnecessary insurance costs, not to preclude an individual or his or her dependents from health insurance coverage. Employees denied the benefits provided in paragraph 1 by operation of this provision shall have the right to institute the coverage provided for in paragraph #1 not more than thirty (30) days prior to retirement.

- The District will notify the Association when it denies coverage on the basis of comparability.
- Disputes concerning this paragraph shall be initiated at Step 2 of the Grievance Procedure.

*B. Welfare Trust*

The District's contribution per participant shall equal the rate of contribution as provided in the District's agreement with the Association covering the teachers unit. Such contributions shall be used only for the purpose of providing dental, optical, life, excess major medical, and/or disability insurance benefits. The District shall make its contributions to the Welfare Plan on an advance quarterly basis. The Association saves the District harmless from and indemnifies it for any cost, loss, or expense, other than the contributions specified herein, arising out of the existence and/or administration of the Welfare Plan or any litigation in connection therewith.

**XIV. NON-CONTRIBUTORY RETIREMENT PLAN**

Section 75-G, with options 41-J and 60-D shall be available to all qualified employees.

**XV. TAX SHELTERED PLANS**

1. Participation by all employees who wish to avail themselves of the Tax Sheltered Annuity (403b) and a Deferred Compensation Plan (457) is hereby granted. Members will abide by the procedural rules by the Valley Central Teacher's Association Collective Bargaining Agreement.

2. The District will offer an IRS 125 plan to unit members.

**XVI. FULL-TIME/PART-TIME EMPLOYMENT**

A permanent or "12-month" employee working four (4) or more hours daily shall be classified as a "full-time, part-time employee." His/her step on the salary schedule shall be on a pro-rated basis. Entitlement to supplemental benefits (sick/personal time) shall likewise be determined on a

percentage basis. An employee working less than four (4) hours daily or on a temporary basis shall have no entitlement to supplementary benefits (sick/personal time).

## **XVII. PAYROLL DEDUCTIONS**

A. Dues Deduction - Upon receipt of signed authorizations from individuals, the District will deduct from the salaries of the individuals so authorizing dues for the Unit and transmit promptly the monies so deducted to the Unit. Dues deduction authorizations must be in the hands of the Payroll Department of the District by no later than October 1.

B. All members shall be paid via direct deposit. Members may select up to two financial institutions to which their pay may be directed. The Hudson Heritage Federal Credit Union will remain a payroll deduction option that will not be counted as one of the financial institutions.

C. Agency Fee - Unit members who are not members of the Association shall be required to pay an agency fee to the Association in an amount equivalent to Association dues. The District shall deduct the agency fee from the salaries of all non-association members and shall transmit the sum so deducted to the Association at the same time and in the same manner as dues deducted from the salaries of Association members. Upon request of any unit member, the Association shall provide a detailed accounting of its expenditures to said unit member in accordance with law. The Association represents that it has established and will maintain a procedure which provides for the refund, to any unit member who so demands, of any part of an agency fee deduction which represents that pro-rata share of expenditures to aid activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Association will provide the District with a copy of the refund procedure prior to the deduction of any agency fees pursuant to this provision.

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The Association agrees to hold the District harmless from any costs and fees it may incur as a result of its compliance with this procedure.

D. The Employer shall check off and remit payments to the NYSUT Benefit Trust upon submission of signed authorization to the payroll office for any NYSUT Member or Agency Fee Payer. Such signed authorization may be discontinued at the end of its term upon written notice by the Employee to the District. The District shall remit to the NYSUT Benefit Trust payments deducted and shall furnish the plan and the bargaining agent with a list of all Employees from whose salaries deductions have been made.

The District shall be saved harmless from any misuse, loss or other problems concerning funds deducted and forwarded to the Association in accordance with these provisions.

### **XVIII. POSTINGS**

The Union President shall be notified of postings of all positions in the unit.

### **XIX. ATTENDANCE INCENTIVE**

Unit members who use a combined total of four (4) or fewer sick leave, personal leave, and critical illness days in a given year will have the option of accumulating some or all of the unused portion of sick leave and personal leave days for that year and/or they may opt to receive reimbursement according to the schedule below for any day a unit member opts not to accumulate:

Days Used	Reimbursement Per Day
0-1 Days	\$25.00
2-3 Days	\$22.00
4 days	\$20.00

In order to receive this benefit, a unit member must have accumulated a minimum of ninety (90) sick leave days at the end of that school year. Payment shall be made by August 15th.

## **XX. RETIREMENT INCENTIVE PLAN**

Any unit employee who is 55 years of age or older with at least 10 years of continuous service in the District that is vested in the New York State Employee Retirement System and retires from the District shall be paid \$20.00 for each accumulated sick day over and above 165 days. Payment shall be made within 30 days of retirement.

## **XXI. GRIEVANCE PROCEDURE**

A. A grievance is a dispute or controversy arising during the term of this agreement out of the interpretation or application of a specific provision of this agreement.

B. Grievances may only be initiated by an aggrieved employee, group of similarly aggrieved employees, or by the Unit. All parties have the right to representation of their own choice at all stages of the grievance procedure, provided the Unit shall have the right to be present and state its views at all levels of the grievance procedure. The aggrieved employee or employees must be present at all stages of the grievance procedure or the grievance shall be deemed waived and not subject to further appeal.

C. Grievances must be initiated within thirty (30) school days of the occurrence giving rise to the grievance. Such grievances must be set down in writing, specifying the name or names of the aggrieved employees, the particular article(s) and subdivision(s) thereof at issue, the events alleged to have given rise to the grievance, and the relief sought.

D. Step 1 - The grievance is presented to the immediate supervisor or principal within thirty (30) school days of the occurrence alleged to have given rise to the grievance, unless the grievance affects a group of unit members and affects District-wide policy, in which case it may be submitted

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directly at Step 2. The supervisor shall render a written decision within seven (7) school days of the presentation of the grievance.

Step 2 - If not settled at Step 1, within seven (7) school days of the supervisor's decision a meeting shall be arranged by the aggrieved between a representative of the Union and a representative of the Superintendent. Within seven (7) school days of said meeting, the Superintendent shall render a written decision on the grievance.

Step 3 - If the grievance is not settled at Step 2, the matter shall be submitted to the Board within five (5) school days of the decision at Step 2. The aggrieved shall have an opportunity to meet with the Board at its next regularly scheduled meeting. A decision will be rendered by the Board within ten (10) school days of such meeting. The decision of the Board will be final and binding.

E. All time limits shall be strictly adhered to. Failure to proceed in strict accordance with all time limits shall be deemed a waiver of the grievance, and it shall not be subject to further appeal. The parties will use their best efforts to expedite the processing of grievances filed after May 15 whenever use of all available time will carry the matter beyond the end of the school term and result in hardship to any party.

F. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

G. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

**XXII. NO DISCRIMINATION**

It is the policy of the Valley Central School District not to discriminate on the basis of race, gender, disability, religion, national origin, age or marital status or any other protected class with regard to the employment and/or terms and conditions of employment of all individuals.

**XXIII. THE TAYLOR LAW**

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**XXIV. DURATION**

The provisions of this agreement shall be effective from July 1, 2008 through June 30, 2011.

IN WITNESS WHEREOF, the parties have set their hands and seals below on the date first set forth above.

**VALLEY CENTRAL SCHOOL DISTRICT**

**VALLEY CENTRAL TEACHERS' ASSOCIATION**

By: Richard Hooley  
Richard Hooley, Ed.D  
Superintendent of Schools

By: Pam Cunningham  
Pam Cunningham  
Chief Negotiator

Steve Bangert  
Steve Bangert  
Assistant Superintendent

Dorothy S. Malley  
Dorothy Malley  
Chief Negotiator

Sheila Lease-Murphy 11/2/08  
Sheila Lease-Murphy  
Assistant Superintendent

Philomena Davis  
Philomena Davis  
Co-President

Jo Ann Cassisi  
Jo Ann Cassisi  
Co-President

<b>TYPIST</b>			<b>PRINCIPAL'S SECRETARY</b>				
	<b>2008- 2009</b>	<b>2009- 2010</b>	<b>2010- 2011</b>		<b>2008- 2009</b>	<b>2009- 2010</b>	<b>2010- 2011</b>
1	27,486	28,572	29,701	1	28,766	29,902	31,083
2	28,191	29,305	30,462	2	29,531	30,698	31,910
3	28,995	30,140	31,331	3	30,337	31,535	32,781
4	29,801	30,979	32,202	4	31,144	32,375	33,653
5	30,473	31,677	32,928	5	31,813	33,069	34,376
6	31,144	32,375	33,653	6	32,485	33,769	35,102
7	31,813	33,069	34,376	7	33,156	34,466	35,827
8	32,485	33,769	35,102	8	33,826	35,163	36,551
9	33,156	34,466	35,827	9	34,499	35,862	37,278
10	33,559	34,885	36,263	10	35,170	36,560	38,004
11	33,962	35,303	36,697	11	35,575	36,980	38,441
12	34,366	35,723	37,134	12	35,977	37,398	38,875
13	34,768	36,141	37,569	13	36,511	37,954	39,453
14	35,170	36,560	38,004	14	37,586	39,071	40,614
15	35,575	36,980	38,441	15	38,660	40,187	41,775
16	35,977	37,398	38,875	16	39,064	40,607	42,211
17	36,244	37,676	39,164	17	40,137	41,723	43,371
18	36,512	37,955	39,454	18	41,613	43,257	44,966
19	36,782	38,235	39,745	19	42,016	43,675	45,400
20	37,050	38,513	40,035	20	42,420	44,096	45,837
21	37,450	38,929	40,467	21	42,820	44,511	46,269
22	37,850	39,345	40,899	22	43,220	44,927	46,702