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AGREEMENT

between the

VOORHEESVILLE CENTRAL SCHOOL
DISTRICT

and the

UNITED EMPLOYEES OF
VOORHEESVILLE

July 1, 2013 – June 30, 2016

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PREAMBLE

In order to carry out the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), this Agreement is made and entered into on the 29th day of May, 2013 between the Board of Education of the Voorheesville Central School District ("Board") and the United Employees of Voorheesville ("Union"). This Agreement shall be in effect from July 1, 2013 to June 30, 2016.

ARTICLE 1 - RECOGNITION

- 1.1 The Board has recognized the Union as the representative of all full-time and regular part-time non-instructional and teaching assistant employees as defined below for the purposes of collective bargaining and grievance ("Employee") representation.

Employees covered by this contract include:

Assistant Superintendent of Buildings and Grounds
Attendance Clerk
Building and Grounds Maintenance
Building Maintenance Helper
Building Maintenance Mechanic
Bus Dispatcher
Bus Driver
Bus Mechanic
Bus Monitor
Cashier
Cook Manager
Custodial Worker
Food Service Helper
Head Bus Mechanic
Head Custodian
Keyboard Specialist
Mechanic's Helper
Sr. Keyboard Specialist
School Monitor
Secretary I
Secretary II
Teacher Aide
Teaching Assistant
Technology Assistant

The titles to be excluded are the following (these are all District Office personnel):

Clerk II – Payroll
Confidential Secretary to the Superintendent
Finance Clerk I – District Office
Keyboard Specialist – District Office
Payroll Clerk
Sr. Keyboard Specialist – District Office
Secretary II – District Office
Tax Collector

ARTICLE 2 - DUES DEDUCTION

- 2.1 The District agrees to deduct from wages dues for the Union for those employees who voluntarily and individually authorize the District, in writing. The union will provide this information to the District no later than the second pay period in September. The District agrees to transit the monies to the union monthly.
- 2.2 Payroll Deduction NYSUT Benefit Trust: The District agrees to provide (make available) payroll deduction for the NYSUT Benefit Trust Fund to each and every member of this bargaining unit. It is agreed that September of any school year and January of any school year shall be the open enrollment periods in which the members may participate in the Benefit Trust. The Union agrees to save harmless the District from any suits or liability as a result of the implementation of this provision.
- 2.3 Agency Fee:

The Union warrants that it has established and maintains and will continue to maintain a refund procedure as required by Section 208(3) (b) of the Civil Service Law and that such procedure complies in all respects with the provisions of that Section.

The District shall deduct from the salary of each employee who is not a member of the Union a service fee equivalent to the per capita dues the Union levies upon its members. Such fees shall be deducted in the same manner as payroll deduction dues and shall be remitted promptly to the Union unless the Union has certified in writing to the Agency by September 15th of each year that the non-member has paid the fee directly to the Union.

In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the Union agrees to provide counsel and to indemnify and save harmless the District from and against the cost of such action or proceeding and other expenses in conjunction with such litigation or proceeding and to pay any judgment entered against the District in any such action or proceeding and to defray due costs of complying with any interim order or final judgment that may be entered therein. Such costs of compliance shall include the cost of recomputing of the salaries of employees and any interest ordered on any such judgment.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Union agrees, except as specifically and directly modified by express language in a specific provision of this contract, that the District retains all rights and powers that it has, or may hereafter be granted by law, and may exercise such powers and responsibilities at its discretion in accordance with the Civil Service Law.
- 3.2 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 providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 4 - NEGOTIATION PROCEDURE

- 4.1 The parties to this contract agree that all negotiable items which were of concern to the parties at the time this agreement was negotiated have been fully negotiated as set forth herein, and that no additional negotiations need be conducted on any item herein during the life of this agreement.
- 4.2 The terms and conditions of employment provided herein shall remain in effect until altered by mutual agreement in writing between the parties during the life of this agreement.
- 4.3 The Union shall notify the District in writing of its desire to commence negotiations for a successor agreement, no later than March 1st, of the year that this agreement expires. The first negotiations session, after notification, will be mutually set during March. If such an agreement is not successfully concluded, either party may request the use of mediation or fact-finding.
- 4.4 Neither party in any negotiation shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromise in the course of negotiations.

ARTICLE 5 - BARGAINING UNIT RIGHTS

- 5.1 Upon written request to the Superintendent, the Union may be granted the use of school facilities at reasonable times outside the normal workday for Union meetings. Said notice will include the desired time and place for said meetings.
- 5.2 All outside Union representatives shall check in at the main office when conducting Union business on behalf of the members of this unit, during normal working hours.
- 5.3 The District, upon request, will provide the Union with relative and necessary information which is in existence at the time of the request and which is necessary for negotiations.

ARTICLE 6 - DISTRIBUTION OF AGREEMENT

- 6.1 Copies of this Agreement shall be produced at the expense of the Board and distributed to all members now employed or hereafter employed by the Board.

ARTICLE 7 - NO STRIKE PLEDGE

- 7.1 The Union agrees that the employees of this bargaining unit shall not engage in a strike and that the Union or members of the bargaining unit shall not cause, instigate, encourage or condone a strike.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Purpose:

It is the policy of the District and the Union that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

8.2 Definition:

1. A grievance is any alleged violation of this agreement or any dispute with respect to its meaning or application.
2. An employee is any person in the unit covered by this Agreement.
3. An aggrieved party is an employee who submits a grievance.

8.3 Submission of Grievance:

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a grievance is being raised.
2. Each grievance shall be submitted in writing on a form approved by the District and the Union as Appendix E hereto and shall identify the aggrieved party, the provisions of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance once and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted in writing within 15 working days after the aggrieved party knew or should have known of the events or conditions on which it is based.

8.4 Grievance Procedure:

1. Immediate Supervisor: The immediate supervisor shall respond in writing within seven workdays after receipt of each grievance. If an aggrieved party is not satisfied with the response of the immediate supervisor or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance within seven workdays thereafter to the Superintendent. If the aggrieved party fails to submit the grievance to the Superintendent within seven workdays, the grievance shall be considered resolved.
2. Superintendent: The Superintendent or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than 14 workdays after it is received by the Superintendent.

3. Binding Arbitration:
 - a. In the event the Union is not satisfied with the Superintendent's decision regarding the grievance, it may, within 15 days after receiving the decision, refer the grievance to arbitration by notifying the Superintendent and the American Arbitration Association.
 - b. The Arbitrator's decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issue submitted. The arbitrator will be without 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 decision of the arbitrator shall be binding on the parties. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.
 - c. The cost for the service and expenses of the Arbitrator shall be borne equally by the District and the Union.

ARTICLE 9 - WORKDAY/WORKWEEK

- 9.1 The workweek for all employees shall not exceed 40 hours/week on regular pay exclusive of lunch/dinner. Lunch/dinner periods shall be for a period of one-half hour per day. Lunch periods are unpaid except for custodians assigned to Saturday.
- 9.2 All members of the bargaining unit who work more than 2 1/2 hours, except for bus drivers, shall receive a minimum of a daily 15-minute paid break during their workday. Said break will be scheduled by their supervisor.
- 9.3 If, during an employee's regular workday, the employee is directed to perform another job, which pays a higher rate, the employee shall be paid at the higher rate of pay.
- 9.4 Full-time, permanent bus drivers and permanent substitutes will be offered additional driving assignments before the district offers said driving assignments to a per-diem substitute driver.

ARTICLE 10 - OVERTIME PAYMENT

- 10.1 The District agrees to pay any unit member overtime at the rate of time and one-half to any unit member who is required to work over 40 hours per week. Such overtime work must have the prior approval of the Superintendent or his or her designee. Attendance at required meetings shall be compensated as time worked.
- 10.2 Unit members who work on a holiday shall receive, in addition to their holiday pay (straight pay), either
 - a. Pay equal to one and one-half times the member's hourly rate for each hour worked
 - or -
 - b. Pay equal to one-half of member's hourly rate times the number of hours worked plus a day off (prorated, if applicable) at a time mutually agreed upon between the unit member and his/her supervisor.

Definition: A holiday is the calendar day that the district has designated as a day off for employees (see Appendix G).

Example: If a person making \$12.00 per hour worked eight hours on Christmas Day, they may choose either

a. Eight (hours) times eighteen dollars (1.5 times \$12 per hour) = \$144 in addition to regular 40 hour pay for that week

- or -

b. Eight times \$6.00 (half of rate) = \$48 in addition to regular 40 hour pay for the week and a day off to be mutually decided upon. (e.g. December 31st)

10.3 Unit members who wish to work on a holiday in exchange for another day off may do so with prior approval of the Superintendent. There is no extra pay or time off associated with this exchange.

10.4 a. If there are insufficient volunteers available, the District reserves the right to assign employees to work extra hours. Employees will be assigned on a rotating basis in reverse seniority order within the appropriate job category. This Section will ensure staffing for occasional, temporary and/or unexpected events like Sunday morning basketball, dances and proms, and snowstorms. The District shall not use this provision as a means to permanently staff a Saturday or Sunday shift.

b. Unit members called back to work in an emergency situation after having completed their normal assignments and gone home will be guaranteed two hours of pay.

10.5 When school is not in session, bus drivers may call the bus garage or other appropriate person (e.g. Athletic Director, Principal, Coach) if they suspect an extra duty run may be canceled. If, however, a driver learns that a run is canceled less than one hour before scheduled departure time, then said driver will receive two hours pay. This does not apply to extra runs scheduled during regular workdays.

Example:

Athletic trip scheduled to leave Voorheesville at 10 A.M.

a. The driver calls the coach when snow starts at 8 A.M. Coach checks and trip is canceled. No pay is received.

b. Driver receives call from the coach, activity director, transportation supervisor or other appropriate person at 8:55 A.M. that trip is canceled. No pay is received.

c. Driver receives call at 9:05 A.M. trip is canceled. Driver gets two hours pay.

d. Driver reports to work and learns at 9:30 A.M. that trip is canceled. Driver gets two hours pay.

ARTICLE 11 SNOW DAYS/EMERGENCY DAYS

- 11.1 When schools are closed due to inclement weather or other emergencies as determined by the District, clerical, custodial, maintenance personnel and garage mechanics are expected to report to work unless excused by the Superintendent or his or her designee. Persons unable to report to work shall contact the Superintendent or his or her designee to seek said excuse. In the application of District attendance and tardiness policies, the District shall excuse a reasonable amount of tardiness caused by such weather or emergency conditions. Cafeteria employees, bus drivers, teacher aides, teaching assistants, monitors and those employees required only during the academic year are not to report to work.

ARTICLE 12 - SICK LEAVE

- 12.1 Twelve month employees will be granted four days of sick leave on the first day of employment and then accrue sick leave at the rate of one day per month worked, for a total of 16 days per work year with unused days allowed to accumulate to a total of 200 days.
- 12.2 Ten month employees will be granted four days of sick leave on the first day of employment and then accrue sick leave at the rate of one day per month worked, for a total of 14 sick days per work year with unused days allowed to accumulate to a total of 180 days.
- 12.3 When an employee has accumulated 30 days of sick leave, that person's future sick leave credits will be front-loaded, (i.e., the total available sick leave credits will be added to the employee's record on July 1st for 12 month employees and September 1st for 10 month employees). The 30 days must have been accumulated by July 1st for 12-month employees and by September 15th for 10-month employees before credits are front-loaded.
- 12.4 Employees shall be notified annually during October of his/her sick leave balance as of September 1st of that year.
- 12.5 If a ten-month unit member is assigned a regular position during the summer (for example, a summer school bus run) or worked a minimum of 12 days in one summer (July/August) month, he/she will accrue one day of sick leave at the end of each month worked. Ten-month unit members may only use two days of sick leave for sickness or personal use during July and August. Any unused sick leave will be added to their sick leave accumulation on September 1.

ARTICLE 13 - SICK LEAVE BANK

- 13.1 A sick leave bank shall be established to provide additional sick leave credits to employees who have exhausted sick leave credits because of long-term catastrophic illness. The bank shall be established and maintained by contributions from employees of unused sick leave credits, not to exceed two days per employee per year. Only employees who have previously accumulated 30 days of sick leave by September 30th shall be eligible to contribute to the bank. Contributions to the bank shall be made in writing and signed by the employee on forms to be provided by the

Union. The form for such contribution is attached hereto as Appendix B. The Union shall notify the Superintendent on or before November 15th of each year of the total amount contributed to the bank and shall deliver a signed authorization from each employee contributing to the bank.

- 13.2 The sick leave bank shall be administered by a joint Union-District Board. The Sick Leave Bank Board shall consist of five members, three to be appointed by the Union and two to be appointed by the Superintendent. Decisions of the Sick Leave Bank Board shall be by a four-fifth vote of its membership. The Superintendent and the Union shall notify each other of their appointments prior to September 15th of each school year. Members of the Sick Leave Bank Board shall serve as long as they continue in the District service or until their successors are appointed. The Sick Leave Bank Board shall submit a record of its deliberation and judgments for annual review to both the Union and the District.
- 13.3 An eligible employee may be granted the use of up to one-half of the number of sick leave credits the employee had at the commencement of the school year. A request must be submitted in writing to the Sick Leave Bank Board. The form for such a request is attached hereto as Appendix C.
- 13.4 The Sick Leave Bank Board may require the employee to submit supporting documents to establish the appropriateness of each request.
- 13.5 As a condition for eligibility, the employee's sick leave must have been exhausted as the result of illness and he/she must have been a contributor to the bank once within the preceding three years (1095 days from time of request). The action of the Sick Leave Bank Board in granting or failing to grant an application shall be in its sole and exclusive discretion and shall not be in any way reviewable. No request for leave shall be granted until at least 30 days have been contributed by employees to the bank and no individual request shall be granted which, on the date the application is filed, would exceed one-half of the number of days in the bank or which will reduce the number of days in the bank to less than 15 days. In the event that there are requests for leave which will exceed the total amount in the bank, the Sick Leave Bank Board may resolve conflicting claims, grant applications in part, or take whatever other action they may deem to be appropriate.
- 13.6 Nothing in this section shall be construed as giving a vested or property right to any interest in the bank, and days once contributed may not be withdrawn by a contributor.
- 13.7 Regular part-time employees may participate in the Sick Leave Bank in accordance with the rules and regulations set forth herein on a pro-rated basis. For these purposes a six-hour day will be considered a full day of work. For example, a 3-hour employee contributing one of his days adds $\frac{3}{6}$ or .5 of a day to the Sick Leave Bank. Employees working 6 or more daily hours contribute 1.0 of a day. The same principle applies to withdrawals. A 3-hour employee receiving, for example, 10 sick days from the bank at his rate of pay (10 3-hour days) draws only 5 sick days out of the bank.

ARTICLE 14 - PERSONAL BUSINESS LEAVE

- 14.1 Employees may request a total of four days per work year from their accumulated sick leave for the purpose of personal business.
- 14.2 A personal business day may be used to attend to personal affairs, which cannot be conducted by the employee except during the employee's regular working day. That is, these are personal matters, which cannot be carried out after the employee's regular workday or other times when the employee is not required to be on the job.
- 14.3 Specifically excluded from the personal business category would be such matters as visiting relatives, traveling with a spouse, attending non-approved conferences, or other matters, which are for convenience, recreation or vacation.
- 14.4 An application for personal leave in the form set forth as Appendix D, made available through the administrative offices must be filed, in writing, no less than 48 hours prior to the requested leave day. The rules for the obtaining of a personal business day, as written in Appendix D of this contract, form a part of this contract. In cases of emergency only, the employee must notify the District Office of intent to use personal business leave for an emergency as soon as the employee is aware of the emergency. Upon return from emergency leave the employee must submit the reason for such emergency leave to the District Office for approval.
- 14.5 Unpaid Leave:

Under certain circumstances, employees may find it necessary to request unpaid leave. This leave must be requested in writing using the Unpaid Leave Form (see Appendix H for form) and must contain a full explanation as to why said unpaid leave is needed. The Superintendent reserves the sole right to grant or deny all requests for unpaid leave. This provision shall in no way diminish an employee's rights under the Family Medical Leave Act (FMLA). It is the purpose of this provision to provide employees with a limited amount of time away from their job when it is needed and when other leaves are used up or do not apply.

Unpaid days may be used for vacation under the following conditions:

1. Days cannot be before or after a school vacation or holiday.
2. Leave is limited to one (1) employee, per job title, at a time.
3. Days are limited to no more than 5 days per employee per year.
4. Prior approval required from the direct Supervisor and the Superintendent.
5. Request must be submitted at least 30 days in advance, except that the Superintendent reserves the right to approve requests submitted less than 30 days in advance of the days requested.
6. Sick days before or after unpaid days may be reviewed by the superintendent for possible abuse of time. If abuse is found, the person will become ineligible for unpaid leave for the remainder of the contract.
7. Unpaid leave for vacation may not be used in conjunction with paid personal leave days.

8. The District reserves the right, after each year of the contract, to terminate the practice of granting unpaid days for vacation if the District finds the practice does not meet the best interest of the District. The District shall notify the Union no later than April 30 by written notice of the termination.

Any violation of these provisions may subject the employee to progressive discipline (see 29.2 of this Agreement).

ARTICLE 15 - BEREAVEMENT LEAVE

- 15.1 Any employee, upon application to his/her building principal and/or business office, shall be granted leave credit in the event of death in the employee's immediate family or household up to a maximum of five (5) days per occurrence. As used in this section, "immediate family" shall be defined as the employee's spouse, domestic partner, fiancée, child, parent, grandparent, sibling, child-in-law, parent-in-law. An employee upon application to his/her building principal and/or business office shall be granted leave credit for the death of an employee's aunt, uncle, niece or nephew (up to one day per occurrence). Days above and beyond the family definition set forth will be granted or denied by the superintendent. The Superintendent agrees to be reasonable in the granting or denying of these additional days.

ARTICLE 16 - UNPAID PARENTAL LEAVE

- 16.1 An unpaid parental leave of absence may be granted for a period not to exceed two years. Such leave of absence shall be without salary and shall not count as a step on the salary schedule.
- 16.2 A pregnant employee shall be permitted to continue employment provided that, at the request of the Superintendent, she may be required, after the fourth month of pregnancy, to submit a monthly statement from her attending physician indicating her physical capabilities of performing all the duties of her position.
- 16.3 Whenever possible, an employee on parental leave is urged to terminate her leave at a semester break. The employee will produce a statement from her attending physician indicating her physical capabilities of performing all the duties of her position prior to her return.
- 16.4 Except in cases when it would be impossible to do so, the employee may be expected to give at least 90 days notice of departure or return, to ensure time for the District to secure an adequate replacement.
- 16.5 All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the employee's option, be charged to her available sick time.
- 16.6 An employee shall not be entitled to request a second parental leave unless said employee has returned to work for six calendar months after completion of the prior parental leave.

ARTICLE 17 - FAMILY ILLNESS LEAVE

- 17.1 An employee may use four (4) days out of his/her current year sick leave entitlement for family illness purposes. Unused days for family illness may accrue annually to a maximum accumulation of 10 days family illness leave. Upon the depletion of personal sick days, accumulated family illness days may be used as personal sick days.

ARTICLE 18 - VACATION

- 18.1 All full-time 12-month employees in the bargaining unit shall be granted vacation as follows:

- a. Two (2) weeks of vacation days after one (1) year of continuous service in the District: ten (10) days vacation time will be credited to the employee on their anniversary date. Prior to that date, no vacation time may be earned or used.
- b. Three (3) weeks of vacation days after (5) five years of continuous service in the District: five (5) additional days vacation time will be credited to the employee on their anniversary date.
- c. Employees who have completed eleven (11) or more years of continuous service shall receive vacation time as follows:

After 11 years - 16 days

After 12 years: 17 days

After 13 years: 18 days

After 14 years: 19 days

After 15 years: 20 days

The extra day per year shall be credited to an employee on the July 1 after their anniversary date.

- d. An employee shall receive the following vacation time based on continuous service:

Less than 1 year: 0 days

After 1 year – Less than 5 years: 10 days

After 5 years – Less than 11 years: 15 days

Except as provided in Section 18.1(a) and (b), such vacation will be credited on the July 1 after their anniversary date.

e. Consistent with Section 18.4 on the first and fifth anniversary date years, employees will be credited with ten (10) vacation days and an additional five (5) vacation days, respectively. Days earned in the balance of the anniversary year will be prorated. For example, an employee's anniversary date is April 1. On the first anniversary the employee receives ten (10) vacation days. The employee then earns additional vacation days between April 1 and June 30, based on ten (10) days per year x 3/12. The employee receives .25% of ten (10) days on 2.5 additional vacation days. On the fifth anniversary the same employee was credited on July 1 with ten (10) days and has continued earnings at the ten (10) day rate until April 1. (7.5 days). On April 1 the employee receives five (5) vacation days. The employee continues accruing vacation from April to July 1, now at the 15 day rate. (.25 of 15 days or 3.5 days)

18.2 The employee must submit to the District Office the weeks intended to be used for vacation, for approval, prior to taking such vacation.

18.3 An employee may accumulate and continue into the next school year a maximum of five (5) vacation days per year. In addition, on the first July 1 after the anniversary date and the fifth July 1 after the anniversary date, an employee may accumulate and continue into the next school year a maximum of ten (10) vacation days.

18.4 On the July 1 subsequent to the first and fifth anniversary, vacation days are prorated as follows:

After the first anniversary: Ten (10) days are prorated from the anniversary date to June 30th.

After the fifth anniversary: Ten (10) days are prorated from the previous July 1 to the anniversary date. Fifteen (15) days are prorated from the anniversary date to June 30th. The sum of these days is credited July 1 after the anniversary date.

18.5 On separation from employment in the District an employee will be paid for unused vacation days credited to the employee's time sheet on July 1 and any days earned but not used from July 1 to the date of separation.

ARTICLE 19 - JURY DUTY

19.1 Employees serving on a jury will be paid their regular daily rate of pay for each day of jury service. Upon receipt of payment from the appropriate agency, said employee shall reimburse the District for any fees received as jurors. The employee's absence for jury duty will not be deducted from sick leave or personal leave.

ARTICLE 20 - RELEASED TIME FOR ASSOCIATION REPRESENTATIVES

20.1 Time necessary for the President of the Association or his or her representative to attend NYSUT and/or AFT Conference and/or AFL-CIO Conventions shall be granted with pay and not charged to sick or personal days to a total of five work days per year.

20.2 The employee attending such conference must notify the District at least five workdays prior to the start of the conference.

- 20.3 Two representatives from the night custodial staff will be allowed to attend Association meetings, which shall not exceed four in number per year nor shall they exceed two hours in duration per meeting.

ARTICLE 21 - UNIFORM ALLOWANCE

- 21.1 The District agrees to provide a uniform allowance for maintenance, custodial, kitchen personnel and automobile mechanics. The uniform allowance shall be \$300 per year.
- 21.2 The District reserves the right to require a standardized uniform be worn by any or all employees who receive a clothing allowance. Upon final determination of said uniform by the District, the District will notify each affected employee in writing of the uniform requirements for each unit. All designated employees must maintain these uniforms in a neat and clean condition.
- 21.3 The employee must submit a receipt for uniforms bought or leased prior to being reimbursed. Employees may submit receipts that include reimbursement for shoes.
- 21.4 a. Employees receiving a uniform allowance are expected to be in their required uniform each and every working day unless specifically told otherwise by their supervisor. Some, but not all, acceptable reasons for not wearing the required uniform might be:
1. Custodians temporarily working with paint or other substance that can ruin a uniform.
 2. Cafeteria workers on clean-up day when no food is served.
 3. Maintenance workers doing specialized work (e.g., cutting trees, septic work, work with caustics).
- b. Supervisors will aid the District in enforcing the required dress code. Employees who do not wear the required uniform shall be subject to discipline as follows:

Out of uniform twice in one year (July 1 - June 30) - written reprimand

Out of uniform four times in one year - one unpaid day

Out of uniform six times in one year - two unpaid days

Out of uniform eight times in one year - three unpaid days

Out of uniform ten times in one year - five unpaid days

Thereafter, progressive discipline (as seen in Article 29) shall apply.

Note: The employee will be notified in writing after each instance of not wearing his/her uniform. Not being in uniform means being totally out of uniform or missing at least one main component [e.g., top (blouse/shirt), bottom (pants, slacks, skirts)]. Each July 1st, the employee starts with a clean record.

ARTICLE 22 - HEALTH INSURANCE

22.1 The District shall provide the health and dental insurance programs and shall contribute to said programs effective July 1, 2008 as follows:

For Employees hired before July 1, 1993:

Health:		District Contribution	Employee Contribution
Matrix Plan	Individual	89%	11%
	Family	84%	16%
PPO Plan	Individual	89%	11%
	Two Person	89%	11%
	Family	89%	11%
CDPHP-EPO	Individual	99%	1%
	Family	99%	1%

For Employees hired July 1, 1993 through June 30, 2013:

		District Contribution	Employee Contribution
Matrix Plan	Individual	89%	11%
	Family	84%	16%
PPO Plan	Individual	89%	11%
	Two Person	89%	11%
	Family	89%	11%
CDPHP-EPO	Individual	89%	11%
	Family	89%	11%

For All Employees hired prior to July 1, 2013:

	District Contribution	Employee Contribution
All Drug Premiums	89%	11%
All Dental Premiums	50%	50%

Employees hired on or after July 1, 2013, will contribute the following to all health and dental insurance.

		District Contribution	Employee Contribution
PPO Plan	Individual	80%	20%
	Two Person	80%	20%
	Family	80%	20%
CDPHP-EPO	Individual	80%	20%
	Family	80%	20%
All Drug Premiums	80%	20%	
All Dental Premiums	50%	50%	

No employee covered by the UEV contract may have coverage under the Matrix plan except members whose coverage was effective June 30, 2008.

Employee co-payments for Doctors and other Medical Visits:

Doctor co-pays for PPO and EPO plans will be \$20 per visit.

A catastrophic pool shall be established by the District effective July 1, 2008. The District will reimburse \$10 of any co-pay for a doctor's visit as follows:

- a. the employee has individual coverage and first has incurred more than 10 doctor's visits in the plan year or
- b. the employee has family coverage and has incurred more than 24 visits in the plan year.

After the minimum number of visits have been made, an employee may submit subsequent visits for reimbursement by the District. Such claims shall be substantiated with documentation and shall be submitted no later than one year after the increase co-pay was incurred.

Prescription Plan: The employee drug co-pay for UEV health insurance policy holders will be \$5.00 for Tier I, \$20.00 for Tier II and \$40.00 for Tier III prescriptions.

- 22.2 The open enrollment period for employees to choose health coverage is the month of June. If eligible employees do not wish to choose health coverage, a buy-back benefit may be chosen. Except in the case of new employees, this is the only time buy-back can be chosen. Once a unit member elects buy-back, they may not re-enroll in health insurance during the year except for a catastrophic reason, and they must have the approval of the superintendent. If an employee re-enrolls in health insurance in a given fiscal year, no buy-back will be afforded. Payment for buy-back shall be a one-time check distributed June of the year following the buy-back election unless an employee chooses to use the buy-back money towards a flexible spending plan under Section 125 of the IRS Code. The yearly amount for buy-back shall be \$1,200 for single; \$2,000 for two-person or family coverage. If a person leaves the district before the end of the school year, the buy-back will be prorated and paid at separation.

Married couples, where both spouses work for VCSD, shall only be eligible for two single buybacks or one family buy-back amount. They will not be eligible for two family buy-backs. If one member of the couple opts to take insurance from the District, the other employed spouse shall only be eligible for a single-person buy-back. This shall not apply to any couple currently employed (as of July 1, 2000) who receives the buy-back. Any other couples, new to the District or not, must abide by the language above.

- 22.3 The choice of dental insurance carrier shall be at the discretion of the District. It is understood between the parties that benefits will be substantially the same as currently offered if a change in carriers takes place.
- 22.4 Contracts are on file in the District Offices and are made available to all individual members.
- 22.5 For persons hired between January 1, 1990 and June 30, 1992, insurance is available to those employees who work at least 20 hours per week or earn at least \$5,000 per year, whichever is less. All employees hired prior to this date will have insurance available if they work at least 20 hours per week or earn at least \$2,000 per year.

For persons hired after July 1, 1992 but before July 1, 1996, insurance is available to those employees who work at least 20 hours per week or earn at least \$6,000 per year, whichever is less. All employees hired prior to this date will have insurance available to them as outlined above. For persons hired after July 1, 1996, insurance is available to those employees who work at least 20 hours per week. Any employee hired between July 1, 1991, and June 30, 2000, who is currently (as of July 1, 2000) receiving insurance will continue to do so as long as they work at least 20 hours per week or earn at least \$7,000 per year, whichever is less.

- 22.6 The choice of the indemnity health insurance and/or dental insurance carrier shall be at the discretion of the District. It is understood between the parties that benefits will be substantially the same as currently offered if a change in carrier takes place. HMO companies doing business in our District will include, but shall not be limited to CDPHP and MVP. There must be at least five (5) persons interested in enrolling in an HMO company for the District to offer the plan.

The District has a right to modify coverage of its own drug and dental programs in the same manner as Blue Cross and CDPHP now do in order to keep local plans in line with industry standards. Industry standards will be determined by using Blue Cross of Northeastern New York and Capital District Physician's Health Plan (CDPHP) coverage limits as a reference. Any changes will be discussed with the Health Insurance Committee. Every effort will be made to give 60 day's notice of any changes in coverage.

The UEV agrees to work with the District to devise options and solutions that will represent long-term savings for health and drug premiums. Deductibles, co-pays, coverage, benefits, contributions, carriers and all other aspects of insurance shall be subject to examination in order to institute changes that represent a decrease in overall insurance costs for the District over at least the next three years.

A committee will be established to oversee changes in carriers, benefits and/or coverage. This committee shall be made up of three members appointed by the Superintendent and three members appointed by the UEV President. The purpose of this committee is to aid the District in getting the best coverage for the best price, recommend changes, facilitate necessary changes in a timely fashion and ensure that entitled interests of both the UEV and the District are being properly served. Recommendations of a majority of the committee members shall be supported by the UEV President and the Superintendent.

- 22.7 Section 125 Flexible Spending Plan: The District will make available to unit members, Flex Spending Accounts which will include a Medical/Dental Insurance Premium Plan and a Flexible Spending Plan. The plan year shall run from October 1st through the following September 30th. Any administrative fees charged by the plan will be the responsibility of the District.
- 22.8 Employee Assistance Program: The District will provide, effective July 1, 2008, a fully paid Employee Assistance program benefit through Capital EAP for all UEV represented employees. Such benefit shall include up to six (6) sessions annually for each covered employee.
- 22.9 Effective July 1, 2008, a UEV employee who retires from the District, shall continue to pay the same percentage contribution to premium as on the day they last worked for the District, except that those persons who retire before September

1, 2009 shall pay the percentage rate of contribution to premium that was in effect on June 30, 2008. Retirees who were members of UEV prior to July 1, 2008 shall pay the same percentage of premium contribution in effect on June 30, 2008.

ARTICLE 23 - RETIREMENT

- 23.1 Each eligible member of the bargaining unit shall have the opportunity to be enrolled in the New York State Employees Retirement System.
- 23.2 The District agrees to participate in Subdivision (j) of Section 41 of the New York State Retirement System for those employees who are eligible.
- 23.3 Any employee who has given 10 years of service to the District and who is eligible to retire pursuant to the New York State Teachers' Retirement System or the New York State Employees' Retirement System shall give written notice of their intent to retire at least five months prior to their actual retirement date (e.g., if an employee is retiring July 15th, notice should be given by February 1st). This written notice shall contain the exact date of the last day of employment and which option (1 or 2) that the employee wishes to exercise. While it is not required, the District would appreciate knowing of any retirements in time to include added retirement costs to the budget for the ensuing year. They may choose one of the following:
 - a. Employees are only eligible for ONE of the following options:
 - 1. Payment for up to 50 days of unused sick leave times their daily rate of pay up to \$5,000 using the final year of employment. This shall be facilitated in two payments the fiscal year following retirement: namely, one by the first payday in July and the second by the first payday in January to an individual or to an individual's estate.
 - 2. Unused sick leave times the daily rate of pay up to \$10,000 to be used to offset the employee's premium cost for health insurance during retirement.

ARTICLE 24 - BUS DRIVERS

- 24.1 Allocation of Extra Work
 - a. Field Trips and Sport Trips:

Field trips and sports trips will be awarded based on the Trip Bid Sheet (rotating list of drivers) used solely for the purpose of trips since this will not affect the rotation of any other bid sheet.

The names of all regular drivers will be placed on the bid sheet.

 - 1. Regular drivers will be listed in seniority order, most senior to least.
 - 2. A driver may decline a trip indicating such on the bid sheet and the next most senior driver may accept or decline the trip.
 - b. Kindergarten, Late, Team, 1 Hour, BOCES, VOTEC:

Kindergarten, Late, Team, 1 Hour, BOCES and VOTEC runs will be awarded based on the One Hour Bid Sheet (a rotating list of drivers) used solely for these specific runs.

1. Regular drivers will be listed in seniority order, most senior to least.
 2. A driver may decline a trip indicating such on the bid sheet and the next most senior driver may accept or decline the trip.
 3. One driver will be assigned for late pick up each day of Regents week and those assignments will be from among the late drivers. In the event that a late driver does not want the run, it shall be assigned at the discretion of the Director of Transportation.
- c. Last Minute Trips (Less than 24 hours):
- In the instance(s) of last minute and /or day of trip or one-hour notification (those not known in advance to the transportation office), individual drivers will be polled in order of next in line on the rotating Last Minute Trip Bid Sheet. An effort will be made to contact
- Those drivers next in line. The first confirmed yes will get the trip. The Last Minute Trip Bid Sheet is used solely for the purpose of these trips. This will not affect the rotation of any other bid sheet.
- d. Re-Awarding of Trips
- If a previously awarded trip is NOT taken by the assigned driver as per the Trip Bid sheet, that trip will be offered to the next driver indicating YES on the Trip Bid Sheet.
- e. Cancellations
- If the trip is canceled before another trip is awarded, the next trip will be awarded to the driver whose trip was canceled. If the trip is canceled after another trip is awarded, the driver whose trip was canceled will lose the trip.
- f. For trips that depart during a morning or afternoon run, the driver is guaranteed at the minimum, the equivalent number of hours of their normally scheduled run.
- 24.2 All drivers will receive their regular rate of pay for all runs. Any stipends paid to drivers for late, team, kindergarten and mountain runs will continue as long as they do those runs or exchange it for another late, team, kindergarten or mountain run. Calculations for the stipends refer to the July 1, 1995 through June 30, 2000 contract Sections 24.2A through 24.2D.
- 24.3 In the event that a trip involves an overnight stay, the District agrees to pay for lodging and meal expenses with submitted receipts incurred by the driver. The driver will be paid for time actually on duty. The District may establish limits on reimbursement for meals and lodging on such trips.
- 24.4 Drivers will be compensated for attendance at required supervisory meetings at their regular rate of pay.
- 24.5 In the event during the school year a bus run is abolished, the driver assigned to the run shall have the right to the run of the least senior driver and such least senior driver will be laid off.
- 24.6 Field trips and athletic trips will be assumed by the bus drivers on a voluntary basis. In the event that there are insufficient volunteers for these two types of assignments, drivers will be assigned on a rotating basis in reverse seniority.

- 24.7 A bus driver absent on paid leave will be compensated for assigned daily Late, Team, Kindergarten, BOCES and VOTEC runs in addition to his or her regular runs. Drivers who drive their regular runs and are excused from their daily assigned Kindergarten, Late, Team, BOCES, VOTEC runs will be compensated for those runs.
- 24.8 In the event that there is a change in the law respecting the cost of a bus driver's license (over \$50), the district shall fully reimburse the affected employee after one year's employment in the district.
- 24.9 Any and all district bus runs or trips during the summer will be considered to be bargaining unit work. These runs or trips will be bid by seniority in the same manner as if they were offered during the regular school year between September 1 and June 30. Drivers may expect their same rate of pay for these runs or trips in the summer months as in the normal school year. (Note: does not include non-school sponsored activities i.e. Helderberg Workshop, etc.).
- 24.10 Bus drivers who have completed their behind the wheel training, have become licensed, and drive for the District shall receive a one-time payment of \$200.00 at the end of their first six months of employment. Drivers who have successfully completed the required basic coursework shall receive a one-time payment of \$250.00 after one year of employment in the District or after they complete the coursework, whichever is last.
- 24.11 Bus drivers serving as certified New York State 19A examiners shall receive a stipend of \$500 per year. This shall not be cumulative nor subject to raises. The District reserves the right to choose who shall serve as examiner and limit the number of examiners. This stipend shall be pro-rated if examiners start after the beginning of the year or quit before the year is over.

ARTICLE 25 - LONGEVITY PAYMENTS

- 25.1 Unit members who have completed ten (10) or more years of service in the District shall receive longevity payments as set forth below. It is understood that said payment shall not be cumulative nor shall it merge or become as part of the base salary. Further, said payment shall be prorated for that part of the school fiscal year in which an employee's tenth anniversary occurs. The payment will be received in installments equal to the number of paychecks normally received by a qualifying employee in the school fiscal year or, at the option of the employee, said payment may be received in two equal installments: 1st pay in January and 1st pay in June of each school year.
- 25.2
- a. Employees hired prior to July 1, 1992, will receive full longevity payments.
 - b. Employees hired between July 1, 1992 and June 30, 1995 will have longevity paid on a prorated basis consistent with Section 25.2 (d) but will not have to work a minimum number of hours per day to qualify for longevity.
 - c. Employees hired July 1, 1995 and after will have longevity paid on a prorated basis consistent with Section 25.2 (d) and must work a minimum of four hours per day to qualify for any longevity payment.
 - d. Eligibility for a full longevity payment shall be based on 900 hours of work for the District in a fiscal year. These hours may include hours beyond the employee's contract salary. Any adjustment to longevity pro-ration due to

working beyond contract salary hours shall be paid to the employee in the first payroll of the next fiscal year. For example, if an employee's contract salary is 764 hours per year and the employee works 850 hours in the year, their salary statement will note longevity pro-ration of 764/900; an adjustment for 86/900 will be paid in the first payroll after the end of the fiscal year for the additional hours worked.

25.3 Payment for longevity shall be based on the following amounts:

Ten years of Completed Service	\$1,260
Fifteen years of Completed Service	\$2,100

ARTICLE 26 - JOB VACANCIES

- 26.1 Vacant or new positions in the bargaining unit shall be posted for a period of five working days setting forth a general description of the position. These notices shall be posted in the bus garage, high school (main office and faculty room), and elementary school (teacher's lounge). Employees interested must apply within five working days after the posting date.
- 26.2 The District agrees to provide each and every member of the bargaining unit with a copy of the job vacancy notice upon written request from said employee.
- 26.3 Such posting shall include the minimum and maximum compensation for the posted position and the position will be filled within that range.
- 26.4 In order to ensure the continuation of a quality workforce, the Union agrees that the School District has complete discretion in hiring and promoting personnel. The District can place the new hire anywhere on the salary schedule as it deems appropriate. Newly promoted personnel may be placed on any step of the schedule of their new position or even off-step if circumstances dictate.

ARTICLE 27 - SALARY

- 27.1 Salary schedules for the negotiating unit are attached hereto as Appendix A.
- 27.2 Employees who are on schedule (Appendix A) shall receive raises) inclusive of increment as follows:

2013-2014	2.5%
2014-2015	2.0%
2015-2016	2.0%

Such raises are reflected on Appendix A.

- 27.3 Employees who are off of the schedule attached hereto as Appendix A shall have their base salary increased as follows:

2013-2014	2.5%
2014-2015	2.0%
2015-2016	2.0%

- 27.4 a. Appendix I, "Day Count for UEV 10-Month Employees" contains the basis for determining annual compensation for all UEV 10-month employees for 2011-12 and 2012-13. This chart includes the Board of Education approved number of days of pupil attendance on the school calendar; conference days, if required to attend, and applicable; and holidays, as listed in the collective negotiating agreement. Certain days or hours may be deducted or added by title based on District work assignments. Appendix I may be adjusted if the number of school days for pupil attendance is modified by the Board of Education or Commissioner of Education action. Such adjustment could require an adjustment in employee compensation. The Superintendent shall meet with the UEV President to review such changes by July 15th of each school year.
- b. The hourly rates were determined by first revising the 2010-11 hourly rates for ten-month employees by calculating the number of days and hours worked by title during the 2010-11 school year. These revised base rates became the foundation for calculating the ten-month employees' hourly rates for 2011-12 and 2012-13. These revised hourly rates are contained in Appendix A of this agreement. This conversion of hourly rates, based on days and hours worked in 2010-11, will not affect compensation earned in the 2010-11 school year.
- c. In the sole discretion of the Superintendent, if bus drivers and bus monitors have training and bidding scheduled for the Superintendents Conference Day at the beginning of the school year, then bus drivers and bus monitors shall be paid for a regularly scheduled day. If such bidding and training is not scheduled for the Superintendent's Conference Day, bus drivers and monitors shall not be paid for a regularly scheduled day. If scheduled for the Superintendent's Conference Day it shall be reflected on Appendix I.
- 27.5 Cook/manager - If he/she is in charge of both buildings, effective July 1, 1995, he/she shall receive a non-accumulating stipend of \$1,500 which is not subject to increases for the life of the contract.
- 27.6 Ten-month employees may select the 26-pay option if they so desire.
- 27.7 The District agrees to give employees a one-week paycheck at the end of the first week that school is in session (post-Labor Day). In order to receive this split check, the District must know the employees exact salary by August 15th of any given year.
- 27.8 Retroactive pay checks shall be made available within 60 days of the ratification of the agreement by both parties.

ARTICLE 28 - HOLIDAYS

- 28.1 All ten-month employees of this unit shall be paid for 10 holidays per year. Twelve-month employees who work 20 hours or more per week shall be paid for 12 holidays per year.

ARTICLE 29 - DISCIPLINE

- 29.1 Discipline shall be administered, for those employees entitled to protection thereunder, pursuant to Section 75 of the Civil Service Law.

29.2 Progressive Discipline: Except where the employee refuses to follow reasonable direction from a supervisor or whose actions create a danger to the health, safety or welfare of the Voorheesville staff, students and/or the general public, or create a danger to the Voorheesville Central School District property, the district shall apply principles of progressive discipline for all employees who have completed a six month probationary term. The parties agree that the penalties for progressive discipline shall be applied to all employees that have completed a six-month probationary period as follows:

First Offense: Verbal reprimand

Second Offense: Written reprimand

Third Offense: Three-day suspension without pay Fourth Offense: Dismissal

This section does not preclude the employer, from time to time, to administer casual warnings for what normally would be construed as minor circumstances or, conversely, bypass lower steps for more serious offenses.

29.3 Employees, upon request, may review the contents of their personnel files. An employee will be entitled to have a representative of the Union accompany him/her during such review. The employee must give prior notification to the Superintendent or his/her designee when the Superintendent is not available.

29.4 No material derogatory to an employee's conduct, service, character or personality will be placed in the personnel file unless the employee has had an opportunity to review and initial the material. Such initialing does not necessarily indicate agreement with the material, but only indicates awareness of the existence of such material. The employee will have the right to submit a written response to such material within 10 work days. The response shall be submitted to the Superintendent and attached to the file copy.

29.5 After a letter has been in an employee's file for one full year, the employee may request a meeting with the superintendent of schools to remove said letter. The superintendent, in his/her discretion, may remove the letter from the file.

29.6 Contractual Exclusions:

A recognized exception to the above progressive discipline provisions shall be any instance of a school bus driver testing positive for prohibited drugs or alcohol on the job or off the job when a violation or conviction involves the use of drugs or alcohol and/or causes loss of driving privileges. In such circumstances, no contractual protection regarding discipline shall apply and the District can actively pursue the termination of employment of that school bus driver without regard to any disciplinary provisions of this agreement. Drivers entitled to protection under Civil Service Law, Section 75, can claim those rights.

a. On the Job: "On the job" is defined as immediately prior to, during and/or immediately after work hours regardless of whether the discovery is made by District test or law enforcement testing

b. Conditions: If a driver tests positive immediately before work or is found by authorities to be driving under the influence of drugs or alcohol (DWI or DWAI) on his/her way to work, it shall be assumed that he/she would have driven students in that condition. If a driver tests positive immediately

following his/her assigned run or is found by authorities to be Driving While Intoxicated or Ability Impaired (DWI or DWAI) on his/her way home or elsewhere right after work, it shall be assumed that he/she drove students in that condition.

- c. Refusal to Submit to Testing: Drivers who refuse random drug testing, post-accident testing, post-incident testing or demand testing will be viewed as having tested positive for illegal drugs and will be subject to immediate suspension while the District actively pursues dismissal.
- d. Definitions: The periodic, randomized drug testing required by law.
- e. Random Drug Testing Post-Accident Testing Post-Incident Testing: The drug testing required by regulation following an accident. The testing required by a supervisor or administrator as a result of an incident, error or problem that a driver had during work hours, e.g. property damage, injury, erratic behavior.
- f. Demand Testing: This is testing required by a supervisor who suspects drug or alcohol use by a driver right before, during or right after their driving assignment.

ARTICLE 30 - ABOLITION OF POSITIONS

- 30.1 Employees categorized as competitive under Civil Service are entitled to rights guaranteed under Section 80 of the Civil Service Law. This includes rights if a position is abolished.
- 30.2 Teaching assistants are certified under New York Education Law. If a teaching assistant position is abolished, persons so categorized are entitled to rights guaranteed under Education Law 3014.
- 30.3 Employees categorized as non-competitive or labor class under Civil Service Law will be excessed based upon seniority within each of their job classifications. Least senior employees will be excessed first. Employees excessed will be given the right of recall based upon seniority and job classification with the most senior employee being given the first right of refusal. A recall list will be established to determine the order of recall. An employee's name may not remain on the recall list longer than sixty (60) months.
- 30.4 An employee whose position is abolished and who is recalled will retain the same health insurance contribution level the employee had at the time the position was abolished.

ARTICLE 31 - MEAL ALLOWANCE

- 31.1 Bus drivers shall be authorized a meal allowance for each five hours of continuous hours of extra work. For example, a bus driver does their regular HS run at 2 p.m. and then leaves for a field or athletic trip at 3 p.m., returning back to the District at 7:00 p.m. Although this is a five hour span of time, the driver only performed 4 hours of extra work and therefore does not qualify for the meal allowance.

31.2 Meal allowance shall be paid, *for meals that fall within the time frames indicated*, as follows:

Breakfast:	\$ 7.50	6:00 a.m. - 11:00 a.m.
Lunch:	\$ 8.50	11:00 a.m. - 4:00 p.m.
Dinner:	\$10.00	4:00 p.m. - midnight

31.3 Bus Drivers do not have to turn in receipts for meal allowances if they fill out a meal allowance form (Appendix H) otherwise, valid receipts are required.

Meal allowance forms may be turned in no more frequently than as follows:

September for meals during July and August
November for meals during September and October
January for meals during November and December
March for meals during January and February
May for meals during March and April
July for meals during May and June (Appendix H).

However, meal allowance forms or valid receipts, accumulated throughout the fiscal year, must be submitted no later than June 15th of that fiscal year to receive reimbursement.

ARTICLE 32 - HEALTH AND SAFETY COMMITTEE

32.1 The UEV will appoint their proportionate number of members to the Health and Safety Committee (per NYS regulations). Committee members will serve voluntarily, without pay.

ARTICLE 33 – EVALUATION OF UNTENURED TEACHING ASSISTANTS

33.1 The parties agree to implement the attached evaluation for untenured teaching assistants (“TAs”). The following principles shall govern this process.

33.2 TAs shall be evaluated twice per school year (one time must be before winter vacation and the second no later than before March 1st).

33.2 The evaluations shall be completed by an administrator, not a teacher. However, in completing the evaluation, the administrator may consult with tenured teachers who work with the TA. The administrator may not consult with an untenured teacher.

33.3 If a TA disagrees with his or her evaluation, he or she may attach a statement to the evaluation.

33.4 No classroom evaluations will be held on a day before a vacation/holiday or on the day of return from a vacation/holiday without mutual consent of the TA and the administrator.

ARTICLE 34 FOR TEACHING ASSISTANTS

34.1 Teaching Assistants' Professional Development

- a. Teaching assistants shall be paid \$180 for 15 hours of professional development that occurs outside of an Assistants' regular work hours. Once a teaching assistant has fifteen (15) hours accumulated, he or she must submit proof of those hours to the District for payment. Payment shall not be made until a full 15 hours has been achieved.
- b. Graduate Credit Hours: After the completion of 18 graduate credits leading to a Level III certificate, a one-time adjustment of \$360 will be added to the base salary for that teaching assistant. Teaching assistants hired prior to February 2, 2004, who were "grandfathered" as Teaching Assistants, will be eligible for the one-time adjustment of \$360 if they completed 18 graduate credit hours appropriate to a Level III certificate after the employee was "grandfathered" as a teaching assistant.
- c. Mentoring: Building Principals may release veteran Teaching Assistants from regular duties with full pay to mentor first year teaching assistants. Building principals will determine who may serve as mentors and whether these teaching assistants have completed mentor training. Teaching assistants shall be paid \$15 per hour for time spent outside the regular workday performing mentoring duties up to an amount of \$105 (7 hours x \$15 per hour); however, that time must be first pre-approved by the building principal. Mentoring shall be on a voluntary basis. The District shall provide training for mentors prior to the start of the school year on a date that is mutually agreeable between the District and the UEV. Mentors attending the training shall be compensated at their hourly rate for all training hours worked.

APPENDIX A – SALARY SCHEDULES

<u>Bus Driver</u>					<u>Teaching Assistant</u>				
	12-13	13-14	14-15	15-16		12-13	13-14	14-15	15-16
1	13.90	13.97	13.97	13.97	1	14.52	14.59	14.59	14.59
2	14.18	14.25	14.25	14.25	2	14.81	14.88	14.88	14.88
3	14.46	14.53	14.53	14.53	3	15.11	15.18	15.18	15.18
4	14.75	14.82	14.83	14.82	4	15.41	15.49	15.48	15.48
5	15.04	15.12	15.12	15.12	5	15.71	15.80	15.80	15.79
6	15.35	15.42	15.42	15.42	6	16.04	16.10	16.11	16.11
7	15.67	15.73	15.72	15.73	7	16.36	16.44	16.42	16.43
8	15.99	16.06	16.05	16.04	8	16.69	16.77	16.77	16.75
9	16.31	16.39	16.38	16.37	9	17.02	17.11	17.10	17.11
10	16.65	16.72	16.72	16.71	10	17.37	17.45	17.45	17.45
11	16.98	17.07	17.05	17.05	11	17.72	17.80	17.79	17.80
12	17.32	17.40	17.41	17.39	12	18.08	18.16	18.16	18.15
<u>Teacher Aide & Bus Monitor</u>					<u>Food Service Helper and Cashier</u>				
	12-13	13-14	14-15	15-16		12-13	13-14	14-15	15-16
1	12.50	12.56	12.56	12.56	1	11.26	11.31	11.31	11.31
2	12.75	12.81	12.81	12.81	2	11.49	11.54	11.54	11.54
3	13.01	13.07	13.07	13.07	3	11.72	11.78	11.77	11.77
4	13.27	13.34	13.33	13.33	4	11.96	12.01	12.01	12.01
5	13.53	13.60	13.60	13.60	5	12.20	12.26	12.25	12.25
6	13.80	13.87	13.87	13.87	6	12.44	12.51	12.50	12.50
7	14.06	14.15	14.15	14.15	7	12.69	12.75	12.76	12.75
8	14.34	14.41	14.43	14.43	8	12.94	13.01	13.01	13.01
9	14.63	14.70	14.70	14.72	9	13.20	13.26	13.27	13.27
10	14.92	15.00	14.99	14.99	10	13.47	13.53	13.53	13.53
11	15.21	15.29	15.30	15.29	11	13.74	13.81	13.80	13.80
12	15.52	15.59	15.60	15.60	12	14.01	14.08	14.08	14.08

Keyboard Specialist & Clerk/Typist**Cook-Manager**

	12-13	13-14	14-15	15-16		12-13	13-14	14-15	15-16
1	13.18	13.25	13.25	13.25	1	16.00	16.08	16.08	16.08
2	13.44	13.51	13.52	13.52	2	16.32	16.40	16.40	16.40
3	13.71	13.78	13.78	13.79	3	16.64	16.73	16.73	16.73
4	13.98	14.05	14.05	14.06	4	16.97	17.06	17.06	17.06
5	14.26	14.33	14.33	14.33	5	17.31	17.39	17.40	17.40
6	14.54	14.62	14.62	14.62	6	17.67	17.74	17.74	17.75
7	14.84	14.90	14.91	14.91	7	18.03	18.11	18.10	18.10
8	15.13	15.21	15.20	15.21	8	18.41	18.48	18.47	18.46
9	15.43	15.51	15.52	15.51	9	18.78	18.87	18.85	18.84
10	15.75	15.82	15.82	15.83	10	19.15	19.25	19.25	19.23
11	16.06	16.14	16.13	16.13	11	19.54	19.63	19.63	19.63
12	16.38	16.46	16.47	16.45	12	19.95	20.03	20.02	20.03

Sr. Keyboard Specialist**Secretary 1**

	12-13	13-14	14-15	15-16		12-13	13-14	14-15	15-16
1	13.54	13.61	13.61	13.61	1	15.19	15.26	15.26	15.26
2	13.81	13.88	13.88	13.88	2	15.49	15.57	15.57	15.57
3	14.08	14.16	14.16	14.16	3	15.80	15.88	15.88	15.88
4	14.37	14.43	14.44	14.44	4	16.11	16.20	16.19	16.19
5	14.66	14.73	14.72	14.73	5	16.44	16.51	16.52	16.52
6	14.95	15.03	15.02	15.02	6	16.75	16.85	16.84	16.84
7	15.25	15.32	15.33	15.32	7	17.09	17.17	17.19	17.19
8	15.56	15.63	15.63	15.63	8	17.43	17.52	17.51	17.51
9	15.86	15.95	15.94	15.94	9	17.77	17.87	17.87	17.87
10	16.17	16.26	16.27	16.26	10	18.14	18.21	18.22	18.22
11	16.50	16.57	16.58	16.59	11	18.51	18.59	18.58	18.58
12	16.84	16.91	16.91	16.91	12	18.89	18.97	18.97	18.97

Secretary II**Attendance Clerk**

	12-13	13-14	14-15	15-16		12-13	13-14	14-15	15-16
1	17.28	17.36	17.36	17.36	1	12.68	12.75	12.75	12.75
2	17.63	17.71	17.71	17.71	2	12.93	13.00	13.01	13.01
3	17.98	18.07	18.07	18.06	3	13.18	13.25	13.26	13.27
4	18.35	18.43	18.43	18.43	4	13.45	13.51	13.52	13.52
5	18.71	18.81	18.80	18.80	5	13.72	13.79	13.78	13.79
6	19.08	19.18	19.18	19.17	6	13.99	14.06	14.06	14.06
7	19.47	19.56	19.56	19.57	7	14.29	14.34	14.34	14.34
8	19.86	19.96	19.95	19.95	8	14.60	14.65	14.63	14.63
9	20.26	20.36	20.36	20.35	9	14.89	14.97	14.94	14.92
10	20.66	20.77	20.76	20.76	10	15.19	15.26	15.26	15.24
11	21.08	21.18	21.18	21.18	11	15.49	15.57	15.57	15.57
12	21.50	21.61	21.60	21.61	12	15.81	15.88	15.88	15.88

Head Mechanic**Bus Mechanic**

	12-13	13-14	14-15	15-16		12-13	13-14	14-15	15-16
1	18.78	18.87	18.87	18.87	1	16.08	16.16	16.16	16.16
2	19.16	19.25	19.25	19.25	2	16.40	16.48	16.48	16.48
3	19.54	19.64	19.63	19.63	3	16.73	16.81	16.81	16.81
4	19.93	20.03	20.03	20.03	4	17.06	17.15	17.15	17.15
5	20.33	20.43	20.43	20.43	5	17.41	17.49	17.49	17.49
6	20.73	20.84	20.84	20.84	6	17.75	17.85	17.84	17.84
7	21.18	21.25	21.26	21.25	7	18.11	18.19	18.20	18.19
8	21.63	21.71	21.67	21.68	8	18.47	18.56	18.56	18.57
9	22.08	22.17	22.14	22.11	9	18.84	18.93	18.93	18.93
10	22.51	22.63	22.61	22.59	10	19.26	19.31	19.31	19.31
11	22.97	23.07	23.08	23.07	11	19.61	19.74	19.70	19.70
12	23.40	23.54	23.53	23.55	12	20.02	20.10	20.14	20.09

Mechanics Helper**Bus Dispatcher**

	12-13	13-14	14-15	15-16		12-13	13-14	14-15	15-16
1	13.87	13.94	13.94	13.94	1	14.78	14.85	14.85	14.85
2	14.15	14.22	14.22	14.22	2	15.08	15.15	15.15	15.15
3	14.43	14.50	14.50	14.50	3	15.38	15.46	15.45	15.45
4	14.71	14.79	14.79	14.79	4	15.69	15.76	15.77	15.76
5	15.00	15.08	15.09	15.09	5	16.01	16.08	16.08	16.08
6	15.31	15.38	15.38	15.39	6	16.32	16.41	16.40	16.40
7	15.64	15.69	15.68	15.69	7	16.67	16.73	16.74	16.73
8	15.96	16.03	16.01	16.00	8	17.02	17.09	17.06	17.07
9	16.28	16.36	16.35	16.33	9	17.37	17.45	17.43	17.40
10	16.59	16.69	16.69	16.68	10	17.70	17.80	17.79	17.78
11	16.93	17.00	17.02	17.02	11	18.06	18.14	18.16	18.15
12	17.27	17.35	17.34	17.36	12	18.41	18.51	18.51	18.52

**Head Custodian & Building Maintenance
Mechanic****Custodial Worker**

	12-13	13-14	14-15	15-16		12-13	13-14	14-15	15-16
1	18.78	18.87	18.87	18.87	1	11.53	11.59	11.59	11.59
2	19.16	19.25	19.25	19.25	2	11.76	11.82	11.82	11.82
3	19.54	19.64	19.63	19.63	3	11.99	12.05	12.05	12.06
4	19.93	20.03	20.03	20.03	4	12.23	12.29	12.30	12.30
5	20.33	20.43	20.43	20.43	5	12.47	12.54	12.54	12.54
6	20.73	20.84	20.84	20.84	6	12.72	12.78	12.79	12.79
7	21.18	21.25	21.26	21.25	7	13.00	13.04	13.04	13.04
8	21.63	21.71	21.67	21.68	8	13.26	13.33	13.30	13.30
9	22.08	22.17	22.14	22.11	9	13.53	13.59	13.59	13.56
10	22.51	22.63	22.61	22.59	10	13.81	13.87	13.86	13.86
11	22.97	23.07	23.08	23.07	11	14.07	14.16	14.15	14.14
12	23.40	23.54	23.53	23.55	12	14.35	14.42	14.44	14.43

H.S. Head Custodian = Head Cust. Rate + 10%

Night Supervisor ES = Cust. Rate + 7%

Night Supervisor HS = Cust. Rate + 10%

Building & Grounds Maintenance

	12-13	13-14	14-15	15-16
1	16.91	16.99	16.99	16.99
2	17.25	17.33	17.33	17.33
3	17.60	17.68	17.68	17.68
4	17.95	18.04	18.03	18.03
5	18.31	18.40	18.40	18.40
6	18.67	18.77	18.77	18.77
7	19.07	19.14	19.14	19.14
8	19.47	19.55	19.52	19.53
9	19.86	19.96	19.94	19.91
10	20.26	20.36	20.36	20.34
11	20.66	20.77	20.76	20.76
12	21.10	21.18	21.18	21.18

Maintenance & Grounds Helper

	12-13	13-14	14-15	15-16
1	12.97	13.03	13.03	13.03
2	13.23	13.29	13.29	13.29
3	13.50	13.56	13.56	13.56
4	13.77	13.84	13.83	13.83
5	14.05	14.11	14.11	14.11
6	14.32	14.40	14.40	14.40
7	14.62	14.68	14.69	14.68
8	14.91	14.99	14.97	14.98
9	15.20	15.28	15.29	15.27
10	15.50	15.58	15.59	15.59
11	15.81	15.89	15.89	15.90
12	16.13	16.21	16.21	16.21

Technology Assistant

	12-13	13-14	14-15	15-16
1	18.65	18.75	18.75	18.75
2	19.02	19.12	19.13	19.13
3	19.40	19.50	19.50	19.51
4	19.79	19.89	19.89	19.89
5	20.19	20.28	20.28	20.28
6	20.59	20.69	20.69	20.69
7	21.00	21.10	21.11	21.10
8	21.42	21.53	21.53	21.53
9	21.85	21.96	21.96	21.96
10	22.40	22.40	22.39	22.39
11	22.95	22.96	22.84	22.84
12	23.41	23.52	23.42	23.30

APPENDIX B – SICK LEAVE CONTRIBUTION FORM

Pursuant to Article 13 of the Agreement between the Board of Education of the Voorheesville Central School District and the United Employees of Voorheesville, I, the undersigned, hereby voluntarily contribute

_____ hours
(Minimum equivalent of one day's work;
maximum equivalent of two day's work)

of individual sick leave to be deposited in the Sick Leave Bank. I understand that the hours so contributed may not be withdrawn.

Signature

Date

**APPENDIX C – APPLICATION FOR SICK LEAVE FROM SICK
LEAVE BANK**

Pursuant to Article 13 of the Agreement between the Board of Education of the Voorheesville Central School District and the United Employees of Voorheesville, I hereby apply for

_____ day(s) from the Employee's Sick Bank.

Signature

Date

APPENDIX D - APPLICATION FOR PERSONAL BUSINESS LEAVE

Pursuant to Article 14 of the Agreement between the Voorheesville Central School District and the United Employees of Voorheesville all requests for leave must be made on this form and except in an emergency, must be filed no less than 48 hours prior to the requested leave day. Please read the regulations carefully and check Article 14 in the contract.

- Personal business leave with pay will be granted on the basis of the following regulations:
- A. Employees may request a total of four days per work year from their accumulated sick leave for purposes of personal business.
 - B. A personal business day may be used to attend to personal affairs, which cannot be conducted by the employee except during the employee's regular working day. That is, these are personal matters which cannot be carried out after the employee's regular work day or other times when the employee is not required to be on the job.

I, _____, request personal business leave day(s) for the following day(s):

I have used _____ paid personal business leave days this school year.

Requested: With Pay _____ Without Pay _____

Reason for request (**fourth day only**):

I have read the above regulations and feel that my request for personal leave on _____ meets with the current criteria for leave (with) (without) pay.

Signature (Employee)

Date

Approved: _____	Denied: _____	Reason: _____
_____ <i>Signature (Supervisor)</i>		_____ <i>Date</i>

APPENDIX E – GRIEVANCE FORM

Grievance No: _____
Date of Filing: _____

STAGE

- 1. Immediate Supervisor _____
- 2. Superintendent _____

1. Grievant: _____

2. Position: _____ School: _____

3. Contract Provision(s) that is alleged to have been violated: _____

4. Time, Date, Place of Occurrence: _____

5. Statement of Grievance (Include events and conditions of the grievance and persons responsible):

6. Redress Sought: _____

Signature (Employee)

Date

Received by

Date

APPENDIX F – UNPAID LEAVE REQUEST FORM

I, _____, wish to request leave without pay pursuant to
(Print Name)
Article 14.5 of the Agreement between the Board of Education of the Voorheesville Central School
District and the United Employees of Voorheesville. I hereby request _____ day(s) of unpaid
(No.)
leave on the following dates: _____
(Specific Dates)

Please explain the reason(s) for the above-requested unpaid leave:

Employee Signature

Date

Office Use Only

Approved _____

Denied _____

Superintendent (or Designee)

Date

APPENDIX G – HOLIDAY CALENDAR

Independence Day (12-Month Employees Only)

Labor Day (12-month Employees Only)

Columbus Day

Veteran's Day

Thanksgiving Holiday (2 Days)

Christmas Day

New Year's Day

Dr. Martin Luther King Day

President's Day

Good Friday

Memorial Day

MEAL ALLOWANCE FORM – UEV BUS DRIVERS

Breakfast:	\$ 7.50	6:00 a.m. – 11:00 a.m.
Lunch:	\$ 8.50	11:00 a.m. – 4:00 p.m.
Dinner:	\$10.00	4:00 p.m. – Midnight

(Please Print)

Date of Trip	Time Started	Time Ended	TOTAL Hours	Name of Trip	Name of Restaurant	Amount to be Paid

Signature: _____

TOTAL: _____

APPENDIX I – DAY COUNT FOR UEV 10-MONTH EMPLOYEES

FISCAL YEAR: _____					
	Pupil	Conf.	Holidays	Days	Days on
	Days	Days		Deducted	Salary
Bus Drivers ★	179		10		
Late Runs					
From: _____ To: _____					
Bus Monitors	179		10		
Teacher Aides	179		10		
Teacher Aides - ES Café	179		10		
Teacher Aides - HS Café	179		10		
Teaching Assistants	179		10		
Teacher Secretaries	179		10		
Cashiers/ Food Service Helper - ES	179		10		
Cashiers/Food Service Helper - HS	179		10		
Cook Manager	179		10		
Technology Assistant	179		10		
10 Mo. Custodian	179		10		
* ES Cleaning day = _____		** HS cleaning day = _____			
UEV President	Date		Supt. of Schools		Date

★ See Article 27.4(d) for an explanation of the day count for bus drivers

SIDE LETTER OF UNDERSTANDING – JOB DESCRIPTIONS

Head Note:

All school district employees whose primary functions are not teaching or supervising instruction are considered support staff. All of these employees are in the classified service under Civil Service Law. Within the classified service there are four classes of employees: competitive, noncompetitive, labor and exempt. The criteria for determining in which class a particular position is to be placed are set forth in the Civil Service Law. Classification is determined based upon the nature of the duties and responsibilities of the position, not the title assigned to a particular job. The placement of a position is a function of the Civil Service Commission and the creation or removal of a position is a function of the Board of Education

Review of Job Descriptions:

Current job descriptions will be reviewed based upon the following criteria;

The job description should:

- include the qualifications stated by the Civil Service Commission for the particular title;
- specify the job's title;
- indicate the kind and extent of skills, knowledge, and abilities required by the job;
- outline the performance responsibilities that make up the job's content;
- state the terms of employment and make reference to evaluative criteria for the job;
- provide for the employee's acknowledgment of the details of his/her job description.

Review Process:

- All employees will receive a copy of their current job description. Employees will be asked to make written comments/ suggestions and to discuss the job description with their immediate supervisors.
- After the job descriptions have been reviewed by employees, they will be forwarded to the district office for review and approval. The superintendent, in turn, may submit job descriptions to the Civil Service Commission and/or the Board of Education for approval.
- Once job descriptions are approved, they will be returned to employees for their signatures, retrieved, and kept on file in the district office. Additionally, all supervisors and employees will be provided with copies of the job descriptions.
- As revisions and changes are made in job descriptions, the updated and corrected versions will be disseminated to employees.

VOORHEESVILLE CENTRAL SCHOOL DISTRICT

VOORHEESVILLE, NEW YORK 12186

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ALAN R. MCCARTNEY, Ed.D.
Superintendent of Schools

June 23, 2003

DISTRICT OFFICE

SARITA WINCHELL
SCHOOL BUSINESS OFFICIAL

KATHLEEN PARSONS
TREASURER

DOROTHEA PFLEIDERER
CLERK

PHONE: (518) 765-3313
FAX: (518) 765-2751

Mrs. Chris Allard
403 Rockhill Road
Voorheesville, New York

RE: Side Letter of Understanding

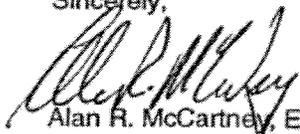
Dear Mrs. Allard:

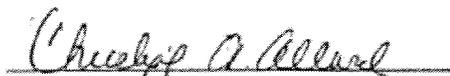
This letter is to confirm an agreement between the District and the UEV regarding the combination Food Service Helper + Bus Driver position. Our understanding is that a person in the four-hour Food Service Helper position who is also a bus driver agrees to only bid on a regular bus driver route for four hours. This does not preclude said driver from bidding on extra trips that would put them into overtime. The agreement is that a UEV employee would not have a regular work assignment that put them into overtime every day.

Sarita Winchell has already spoken with Dorothy Frender and she is in agreement with this stipulation.

Please sign the bottom of one of these copies and return it to my office.

Sincerely,


Alan R. McCartney, Ed. D.
Superintendent of Schools


Chris Allard, President of UEV

9/5/03
Date

CC: Mike Goyer
Ann Foley
Sarita Winchell

Side letter of understanding:

Mrs. Christine Allard
Voorheesville Central School District
United Employees of Voorheesville President

Dear Mrs. Allard:

This letter will confirm the following understandings reached during the course of negotiations for the July 1, 2008 to June 30, 2011 Collective Bargaining Agreement:

1. The District agrees that consistent with Board policy, UEV members whose children reside out of District but attend the Voorheesville Schools will be charged the following tuition: 8% of the tuition rate established by Board policy for the 2008-2009, 2009-2010 and 2010-2011 school years.
2. The District commits that Medicare Advantage offered to retirees at the retiree's option will not preclude such retiree from moving to a different plan at the retiree's option, subject to the open period or other qualifying events.
3. The District will pay for professional development hours pursuant to Section 34.1 of the Agreement retroactive to July 1, 2004, if appropriate proof is submitted to the District no later than September 1, 2008.

Christine A. Allard
Christine Allard, President

Linda Langevin
Linda Langevin, Superintendent

7-25-08
Date

07/25/08
Date

VOORHEESVILLE CENTRAL SCHOOL DISTRICT

VOORHEESVILLE, NEW YORK 12186

Internet Address: <http://vcsd.neric.org>

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LINDA M. LANGEVIN
Superintendent of Schools

July 3, 2008

DISTRICT OFFICE

SARITA WINCHELL
ASSISTANT SUPERINTENDENT
FOR BUSINESS

KATHLEEN PARSONS
TREASURER

DOROTHEA PFLEIDERER
CLERK

PHONE: (518) 765-3313 FAX: (518) 765-2751

Mrs. Chris Allard
403 Rockhill Road
Voorheesville, NY 12186

Re: Side Letter of Understanding – Longevity Proration

Dear Mrs. Allard:

This letter is to confirm and clarify the understanding reached during negotiations about how longevity payments may be prorated for those UEV employees hired July 1, 1992 or after, pursuant to Article 25.2.d of the 2008-2011 UEV Collective Negotiating Agreement, effective July 1, 2008.

In the previous UEV contract that ended June 30, 2008, an employee was entitled to the full longevity payment if the employee was contracted to work six hours per day. If an employee's normal contracted hours were less than six hours per day, total longevity due to the employee was prorated based upon a six hour day. For instance, if an employee's normal work day was 5 hours per day, that employee was eligible for a longevity payment of 5/6 of full longevity. If the employee worked extra hours beyond their contract day they received no additional longevity payment credit (e.g. 7 hours).

In the new UEV contract effective July 1, 2008, an employee hired July 1, 1992 or after is entitled to a full longevity payment based on 1,000 hours of work in a year, as opposed to 6 hours per day. For employees who are scheduled to work less than 1,000 hours per year on their salary statement, the longevity will be prorated twice. Initially the hours per year on the salary statement will be divided by 1,000. That ratio will be multiplied by the full longevity amount to calculate the initial, prorated longevity amount.

At the end of the year, all hours worked by the employee will be added up. This number of hours, up to 1,000 hours, will be divided by 1,000 to calculate the

* This assumes an employee has ten years of service. Employees hired after July 1, 1995 must work a minimum of four contracted hours per day to qualify for any longevity payment.

final amount of longevity the employee is due for the year. The difference between the initial and final calculations will be paid to the employee at the beginning of the subsequent fiscal year.

Attached is a sample salary statement which includes a calculation of how initial longevity is calculated for an employee. This is an example of a bus driver who also has a team run. The total contracted hours per year are used to prorate initial longevity on the salary statement.

This should clarify the difference in how prorated longevity was calculated prior to July 1, 2008 and how prorated longevity will be calculated beginning July 1, 2008 for employees hired on or after July 1, 1992. Please sign the bottom of one of these copies and return it to my office.

Sincerely,



Linda M. Langevin
Superintendent of Schools

This side letter of understanding reflects my understanding reached in negotiations of how Article 25.2.d of the 2008-2011 UEV Collective Negotiating Agreement is interpreted.



Chris Allard, President of UEV

CC: Sarita Winchell
Robin Burch
Lori Saba

VOORHEESVILLE CENTRAL SCHOOL DISTRICT
NON-INSTRUCTIONAL EMPLOYEES
2008-2009

Name: _____ **FOR 10 MONTH EMPLOYEES**
Employment date: _____

Title: _____ **Days to be paid:**
Step: _____ **Work days/yr.:**
Hourly rate: \$15.98 **# Holidays/yr.:**
of conf. days:

SALARY BASE HOURS

Hours/Day: 4
 Days/Year: 191
 Hours/Year: 764

OTHER PAY

Hours per day: 1
 Days per year: 113
 Hours per year: 113

LONGEVITY

You have chosen 1 of the following methods of payment:

2 Payments (Jan. & June) \$1,105.02
 Equally (each pay)

STIPENDS

Initial Calculation

$$\left(\frac{764 + 113}{1,000} \right) \times \$1,260 = \$1,105.02$$

SALARY

BASE (Hr. rate x hours/yr.)	\$12,208.72
LONGEVITY	\$1,105.02
OTHER (Hr. rate x hours/yr.)	\$1,805.74
STIPEND	\$0.00
TOTAL SALARY	\$15,119.48
BIWEEKLY SALARY	\$14,014.46
# OF REGULAR PAYS	26
BIWEEKLY PAYCHECK	\$539.02

Please indicate your agreement with the above by signing and returning one copy to the district office.

Date

Signature

Date

Superintendent Signature

VOORHEESVILLE CENTRAL SCHOOL DISTRICT
Performance Evaluation – Teaching Assistant

Name: _____ Date: _____

Assignment: _____ Evaluator: _____

EVALUATION SCALE

E = Excellent N = Need Improvement
S = Satisfactory U = Unacceptable

E S N U

1. Job Knowledge

Exhibits skills necessary to perform assigned duties, recognizes students' difficulties and/or progress and addresses appropriately.

Comments:

2. Ability to Learn

Learns and retains new ideas and methods, uses initiatives, reaches sound and logical conclusions:

Comments:

E S N U

3. Cooperation

Ability to work as a team member, maintains positive relationships with staff and students.

Comments:

E S N U

4. Responsibility/Dependability

Takes direction and carries out tasks efficiently, reports to assignments on time and with appropriate materials, completes routine assigned duties independently without teacher reminders.

Comments:

E S N U

5. Professionalism

E S N U

Maintains confidentiality, demonstrates adaptability, cooperativeness, initiative and resourcefulness, welcomes and uses constructive criticism, displays poise and self-confidence.

Comments:

6. Teaching Skills Related to Job

E S N U

Monitors student work with attention to needs of students, organizes materials and maintains records accurately and thoroughly, assists in lesson preparation as directed by teacher, assumes classroom responsibilities as directed by teacher.

Comments:

7. Student Interactions

E S N U

Treats students with respect, encourages students to be self-directed when appropriate, uses positive techniques to encourage appropriate behaviors, is sensitive to emotional needs of students.

Comments:

8. Acknowledgement of Special Strengths or Commendable Behavior

9. Suggestions for Improvement of Performance:

Supervisor's Signature _____ *Date* _____

I have reviewed this evaluation and discussed the content with my supervisor. My signature means that I have been advised of my performance and does not necessarily imply that I agree with the evaluation or the contents. I understand that I may make comments and that my comments will be included as part of this evaluation.

Employee's Signature _____ *Date* _____

Employee's Comments: