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**Contract Database Metadata Elements**

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**Agreement**

*between the*

**Unatego Board of Education**

*and the*

**Unatego Aides' Association**

***July 1, 2015 - June 30, 2018***

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**ARTICLE I**  
*RECOGNITION*

The Unatego Board of Education recognizes the Unatego Aides' Association as the exclusive bargaining agent for all aides and monitors employed by the District.

**ARTICLE II**  
*WORK YEAR*

- A. The work year for aides and monitors will coincide with the days that school is in session for students and the three (3) Superintendent's Conference days. Unit members may be required to work one (1) day prior to the opening of school (Orientation Day) and one (1) day after students leave in June if requested to do so. Unit members shall be paid for all required work time.
- B. At the Discretion of the building principal, optional work may be offered to unit members who express a desire to work on Staff Development ½ days.
- C. For the purposes of this agreement, full time shall be defined as regularly assigned to work 25 hours or more per week. Part time shall be defined as regularly assigned to work less than 25 hours per week. For unit members employed on or before March 5, 1998, the cut off level for full time status shall be 20 hours or more per week.
- D. Effective July 1, 2015, all unit members shall be compensated for twelve (12) paid holidays. Effort will be made to schedule the following as holidays:
  - 1. Columbus Day
  - 2. Veterans Day
  - 3. Thanksgiving Day
  - 4. The day before or the day after Thanksgiving
  - 5. The day before Christmas
  - 6. Christmas Day
  - 7. The day after Christmas
  - 8. New Year's Day
  - 9. The day before or the day after New Year's Day
  - 10. Memorial Day
  - 11. Good Friday
  - 12. Martin Luther King Day
- E. The District agrees to provide unit members with one (1) discretionary snow day per year which may be used in the event school is closed due to inclement weather. These days are non-cumulative. Unit members shall be compensated their regular daily rate of pay for the first full day emergency closing of the school year.

- F. Unit members may elect to take leave in increments of one hour. Unit members will not be required to take more leave than what they have elected to take.

**ARTICLE III**  
*WORK DAY*

Each bargaining unit members' workday shall be set by his or her immediate supervisor based on the needs of the educational program. Changes in hours of work will be communicated to the employee prior to implementation.

**ARTICLE IV**  
*EVALUATION PROCEDURES*

- A. All employees shall be evaluated at least once each school year. This evaluation can be done by the immediate supervisor or the building administrator and shall be completed on or before June 1.
- B. No observations or evaluations will be conducted by a bargaining unit member.
- C. The form to be used for the evaluation is attached as Appendix A. Where a rating of N for needs improvement is made, the evaluator will explain in the comment section the reason(s) for this rating. A copy of the completed form will be provided to the employee at least five (5) days prior to a scheduled conference at which the evaluation is to be discussed. The employee may attach a written response to the evaluation and the employee's signature on the evaluation only indicates that the employee was provided with a copy of the evaluation. All evaluations and employee responses shall be placed in the employee's personnel file in the business office.
- D. If deficiencies are noted the employee shall be provided with specific suggestions for correcting these. A follow-up evaluation will address progress made on correcting the noted deficiency(s).
- E. All observations/evaluations of an employee's activities shall be conducted openly.

**ARTICLE V**  
*OVERTIME POLICY*

Overtime Pay - All personnel will be paid time and one-half for all hours worked in excess of forty (40) hours per week. Time in excess of forty (40) hours per week must be authorized by the supervisor and approved by the Superintendent.

**ARTICLE VI**  
**LEAVES OF ABSENCE**

A. Sick Leave

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

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

B. Paid Leave - Non-Cumulative

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

1. The difference between employee current salary and jury duty compensation for a maximum of twenty-one (21) days per year shall be paid.
2. Full Time and Part Time- up to three (3) days per year for serious illness in the immediate family (current spouse, children, father, mother or other blood relative). Upon request and approval by the Superintendent, unit members may request to use this leave time for other relations not specifically defined herein. At the end of the year, unused days shall be added to the unit member's accumulated sick leave.

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

3. All unit members shall be allowed bereavement leave with full pay in the event of a death within their family. Members are entitled up to five (5) days bereavement leave for Spouse, Parents, Siblings and Children. Up to three (3) days with full pay shall be allowed for In-Laws, Grandparents.
4. Full Time - up to two (2) days per year shall be allowed for compelling personal business. Employees will notify their immediate supervisor of their intent to use a personal day at least twenty-four (24) hours in advance of that personal day. The 24-hour notice will be waived if there is an emergency provided the employee gives the supervisor enough information to determine that an emergency exists. Said information must be provided to the supervisor at the time of notification.

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

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

All unused Personal Days shall roll over to the Unit Member's Accumulated Sick Leave.

C. Unpaid Leave - Parental

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

D. Unused Sick Days

Upon retirement with ten (10) continuous years of District service without a break from employment, an employee will be eligible for payment for unused sick leave at the rate of thirty dollars (\$30) per unused day or said payment shall be calculated by multiplying the unit member's total salary by .0014 (final salary x .0014 x number of unused days), whichever is greater, up to a maximum of one hundred eighty (180) days. For purposes of this section, termination and/or resignation is considered a break from employment. Approved leave, paid or unpaid, will not be considered a break from employment.

If the employee submits a non-revocable letter of resignation and intent to retire at least sixty (60) days in advance of his or her expected date of retirement, he or she shall be able to have the days compensated pursuant to this section and shall be paid into a non-elective 403(b) account of their own choosing (403(b) plan agreement shall be mutually agreed upon and attached to the Agreement as Appendix C).

**ARTICLE VII**  
**SALARY**

- A. Effective July 1, 2015, all returning unit members shall receive an increase of \$.45 per hour over their 2014-2015 salary.

Effective July 1, 2016, all returning unit members shall receive an increase of \$.45 per hour over their 2015-2016 salary.

Effective July 1, 2017, all returning unit member shall receive an increase of \$.45 per hour over their 2016-2017 salary.

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

<u>Year</u>	
2015-16	\$9.18
2016-17	\$9.33
2017-18	\$9.48

- C. Unit members shall be provided a pay check stub for every pay period of their work year. Each pay stub may contain the following information: Hours worked per pay period and YTD, hourly rate of pay, total pay YTD, leave days used during pay period and YTD, leave accruals (including Personal Days, Personal Illness and Family Illness). The above information is only used as an example and the information listed on the issued pay check stub will ultimately depend on the payroll software used by the District.
- D. If the District hires a new employee at an hourly rate greater than the hourly rate of a current employee in the same job title, the Superintendent will explain to the Association President, upon request, the rationale for the action.
- E. Effective July 1, 2011, commencing with the July 1, after being employed by the District for a total of five (5) consecutive full years without interruption in service, unit members will be granted a one hundred dollar (\$100) longevity increment. Commencing with July 1 after being employed by the District for a total of ten (10) consecutive full years without interruption in service, units members will be granted an additional two hundred dollar (\$200) increment. Commencing with the July 1 after being employed by the District for a total of fifteen (15) consecutive full years without interruption in service, unit members will be granted an additional one hundred (\$100) increment. Commencing with the July 1 after being employed by the District for a total of twenty (20) consecutive full years without interruption in service, unit members will be granted an additional two hundred dollar (\$200) increment.

This shall be an annual payment payable in a lump sum in July of each year.

Note: Unit members who have met the five (5) year, ten (10) year, fifteen (15) year and twenty (20) year requirements shall receive a total of six hundred dollars (\$600) annually.

- F. Whenever a teacher aide or monitor covered under the terms of this agreement is assigned to act as a substitute teacher or substitute teacher assistant due to a teacher or teacher assistant's absence, the aide or monitor will be paid \$75 or his/her daily rate, whichever is greater.

## ARTICLE VIII



## HEALTH INSURANCE

- A. Effective July 1, 2015, the Superintendent shall offer to all bargaining unit members the New York 44 health insurance plan NY44 HEALTH BENEFITS PLAN East Central New York Area, MVP Option A Version 2.2 MVP. The plan document shall be approved by the Association and incorporated into this Agreement by reference.

The District Plan will include a prescription drug rider (Tiers as defined by NY 44 prescription provider) as follows:

- |                                   |                             |
|-----------------------------------|-----------------------------|
| 1. Tier I, Tier II Corticosteroid | - zero dollars (\$0.00)     |
| Tier II                           | - fifteen dollars (\$15.00) |
| Tier III                          | - thirty dollars (\$30.00)  |
- Mail Order (90 Days supplies) are available

2. The District shall pay all Administrative Fees.

- B. The Board shall pay 90% of the cost of individual and eighty-five percent (85%) of the cost for individual/spouse, eighty-five percent (85%) of the cost for individual/children coverage, eighty-five percent (85%) of the cost of the family coverage. The District shall pay only a prorated portion of the above health insurance premium percentages for part-time employees.
- C. Any unit member who was in a part time position, as defined in Article II section C, and who received paid District health insurance benefits as of March 5, 1998, shall be grandfathered, such that they shall be able to continue to receive such benefit as per full time status until he or she voluntarily drops the District coverage or is awarded a position which is regularly assigned 25 hours or more, at which time he or she will lose all protections as per this paragraph and be eligible for the benefit as per A and B above.
- D. All eligible unit members shall have the option of dropping the health insurance plan provided by the District, and they will receive \$1,250 annually thereafter. Such payment to be adjusted in any contract year in accordance with the following:

Unit Members Taking Option	Annual Payment
5 or fewer	\$1,250
6-10	\$1,300
11-15	\$1,350
16 or more	\$1,450

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

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

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

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

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

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

- E. Retiree Health Insurance  
For unit members with at least ten (10) years of district service, the District shall pay 65% of the Health Insurance Premium for an Individual plan or 50% for a Family plan for all retirees.
- F. IRC §105(h)

The District will establish an IRC §105(h) account for each bargaining unit member who participates in the District sponsored health insurance plan. Said account shall be used for non-reimbursed medical, dental or vision expenses. The District will be solely responsible for the administration and set-up fees associated with the IRC §105(h).

Effective July 1, 2015, the District will contribute two hundred dollars and zero cents (\$200.00) into each bargaining unit member's §105(h) account. Effective July 1, 2016, and each July 1 thereafter, the District will contribute two hundred and fifty dollars and zero cents (\$250.00) into each bargaining unit member's §105(h) account until the unit member has accumulated five thousand dollars (\$5,000), at which point the District will cease contributions. Unit members hired on or after July 1 of any calendar year will receive a prorated amount in their IRC §105(h) account for that year.

The IRC §105(h) account may be rolled over from year to year. Upon retirement or resignation from the District, the District shall cease contributions to the IRC §105(h). Should a member of the unit leave the District for any reason other than retirement, any funds available to them shall revert back to the District.

Upon retirement, the employee shall have access to his/her accrued funds until exhausted. Notwithstanding the above, should a member of the unit with 20 or more years of service resign from his/her position with the District, such member shall have access to his/her accrued funds for one year after the date of his/her resignation, and the remaining funds shall revert back to the District.

Bargaining unit members are responsible for maintaining copies of all receipts for the IRS auditing purposes.

## **ARTICLE IX** *PAYROLL DEDUCTIONS*

- A. Deductions of dues for the National Education Association of New York and the National Education Association shall be made in the following manner:
1. The total annual membership dues for these designated professional associations, shall be deducted in (eighteen) 18 equal installments beginning with the first pay period in October through June. No later than two (2) weeks prior to the first paycheck in October the Association shall:
    - a. Provide the CEO with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the CEO to deduct dues for the association named above.
  2. Additional authorization submitted at least two weeks prior to any regularly scheduled pay date shall be honored and the deductions made for the balance of the schedule deduction period. The first deduction made in this situation shall include previous deductions.
  3. The Chief Executive Officer shall, at the end of each pay period, transmit the amount deducted to the Unatego Aides' Association.
- B. The Board of Education will offer to the Unatego School District employees the option to have moneys deducted from paychecks for the purpose of deposit into personal accounts in the Chen-Del-O Federal Credit Union. Amounts designated for deduction and deposit may be initiated or halted by giving the CEO notification at least two (2) weeks prior to a pay period. Deductions will be made in blocks of \$10 for each pay period and one check covering the total deductions will be mailed each payday to the Credit Union.

## **ARTICLE X** *GRIEVANCE PROCEDURE*

## A. Definitions

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

## B. Purpose

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

## C. Procedure

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a grievant, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

### 3. Level One

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

4. Level Two

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

5. Level Three

- a. If the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the designated building administrator, he/she may refile the grievance in writing within five (5) school days after a decision by the designated building administrator. After receiving the written grievance, the president of the Unatego Aides' Association within five (5) school days will refer it to the Superintendent.
- b. The Superintendent shall hold a conference with the grievant and his/her representative within five (5) school days of receipt of the grievance form.
- c. Within ten (10) school or work days the Superintendent shall return two (2) copies of the grievance form to the grievant with his/her decision in writing.
- d. The aggrieved shall sign his/her name and mark satisfactory or unsatisfactory the decision of the Superintendent and return the original to him/her within five (5) school days.

6. Level Four

- a. If the aggrieved is not satisfied with the disposition of his/her grievance at Level Three or if no decision has been rendered within ten (10) school days after he has first met with the Superintendent he/she may refile the grievance in writing with the President of the Unatego Aides' Association within five (5) school or work days after a decision by the Superintendent

or within five (5) school or work days after receiving the written grievance, the President may refer it to the Board of Education if he/she determines that the grievance has significant merit. Within twenty (20) school or work days after receiving the written grievance, the Board of Education will meet with the aggrieved, the Association President, and the grievant's representative for the purpose of resolving the grievance.

- b. The Board of Education shall, within ten (10) school days notify the aggrieved in duplicate of its decisions following the hearing.
- c. The aggrieved shall sign his/her name and mark satisfactory or unsatisfactory two (2) copies forwarded her/him by the Board of Education and shall return one (1) copy to the Board of Education within five (5) school days.

**D. Miscellaneous**

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

**ARTICLE XI**  
*POSTING OF VACANCIES*

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

**ARTICLE XII**  
*COPIES OF AGREEMENT*

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

**ARTICLE XIII**  
*MISCELLANEOUS PROVISIONS*

- A. If any provision of this Agreement is, or shall at any time, be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

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

**ARTICLE XIV**  
*LEGISLATIVE BODY PROVISION*

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

**ARTICLE XV**  
*TAX SHELTERED ANNUITIES*

Unit members may make contributions to District approved tax sheltered annuities provided that the employee has signed all paperwork required by the business office and the TSA in question has signed off on a save harmless agreement developed by the District. All required paperwork must be on file prior to any deduction being made. For existing TSAs all required paperwork must be on file by September 8, 2000, for any further deductions to be made.

**ARTICLE XVI**  
*ATTENDANCE INCENTIVE*

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

**ARTICLE XVII**  
*FLEXIBLE SPENDING/SECTION 125 PLAN*

All unit members shall be provided the opportunity to participate in the District sponsored Flexible Spending Plan. Unit members shall be eligible for payroll deduction for health premiums, out of pocket medical expenses and dependent care up to limits allowed by law.

**ARTICLE XVIII**  
*DENTAL PLAN*

The parties agree to explore dental plan options for unit members. No plan shall be put in place unless mutually agreed upon by the Parties.

**ARTICLE XIX**  
*MILEAGE REIMBURSEMENT*

Unit members required to travel between school buildings shall be reimbursed mileage pursuant to the IRS rate. This rate shall not be paid on conference days.

**ARTICLE XX**  
*DURATION OF AGREEMENT*

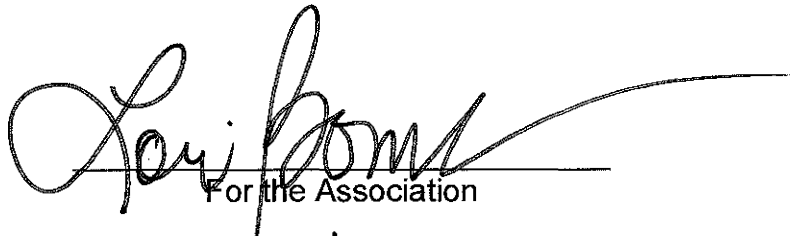
This Agreement shall be in effect from July 1, 2015 until June 30, 2018.

This constitutes the complete Agreement and all issues are settled.

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS 24<sup>th</sup> DAY OF September 2015 BY AND BETWEEN THE BOARD OF EDUCATION AND THE UNATEGO AIDES' ASSOCIATION.



For the District



For the Association

Date: 9/24/15

Date: 9/24/15





**Supervisor's Comments and/or Summary**

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**Employee's Comments**

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

Aggrieved Party's name \_\_\_\_\_

Aggrieved Party's position \_\_\_\_\_

Time when alleged events or conditions constituting grievance occurred \_\_\_\_\_

Place where alleged events or conditions constituting grievance occurred \_\_\_\_\_

Identity of Party responsible for causing said events or conditions \_\_\_\_\_

Portions of the Agreement alleged to be violated \_\_\_\_\_

General statement of nature of grievance \_\_\_\_\_

Redress sought by aggrieved Party \_\_\_\_\_

\_\_\_\_\_  
Signature, Aggrieved Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Association President or  
Grievance Chairperson

\_\_\_\_\_  
Date