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Agreement

between the

**Unatego Board of
Education**

and the

**Unatego Non-Teaching
Association**

7/1 6/30
2004-2008

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

42

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ARTICLE I
RECOGNITION

The Unatego Board of Education recognizes the Unatego Non-Teaching Association as the exclusive negotiating agent on such matters agreed upon by the parties for all full-time and part-time on regular assignment: cafeteria, custodial, transportation personnel, and all regular bus drivers. Part-time shall be defined to be those employees who work under twenty (20) hours per week. This definition applies to cafeteria personnel only. All managerial personnel are excluded from the unit.

ARTICLE II
DUES DEDUCTION

- A. The District agrees to deduct UNTA dues from the paychecks of employees who voluntarily authorize the District to make such deductions. Said monies will be forwarded by check to the UNTA Treasurer after each payroll period.
- B. Original signed dues deduction authorization cards shall be provided to the District using the authorization form shown in the Appendix. This authority shall be continued while employed in this school district or until withdrawn by written notice (during the month of September).
- C. Dues deductions will be made in equal installments from 20 successive paychecks beginning with the second pay period in September in accordance with the following provision. The Treasurer of the UNTA will notify the District in writing of the amount to be so deducted and provide a list of names and the original signed dues authorization cards for each employee no later than two weeks prior to the second scheduled paycheck in September. A new employee will be allowed to commence dues deduction if a dues deduction authorization card is received and the Treasurer notifies the District in writing of the amount to be deducted and the number of installments.
- D. Agency Fee
 - 1. The District shall deduct an Agency Fee from the paycheck of each member of the bargaining unit represented by the UNTA. This deduction shall commence with the second pay period of each school year and shall be completed in 20 successive equal installments.
 - 2. The District will remit the amount of such Agency Fee deductions made to the designated Association Treasurer with the same time period as regular dues deductions are transmitted. The final transmittal shall be accompanied by a listing of the personnel for whom deductions have been made.
 - 3. The UNTA will initially notify the District as to the total amount of Agency Fee to be deducted. Such notification will be certified to the District in

writing over the authorized signature of the President of the UNTA and this shall be done prior to September 15th of each year.

- 4. Should an employee commence service to the District after the start of the Agency Fee deduction, the Agency Fee will be pro-rated and divided equally among the remaining paychecks in the school year.

ARTICLE III
PAYROLL DEDUCTIONS AND PAY PERIOD

- A. The District will deduct from the wages of each employee who provides written authorization the following deduction:
 - 1. Premium for all insurance coverages to which the employee is required to contribute. Said premium shall be deducted in equal amounts over 20 pay periods for each 10-month employee.
 - 2. Sidney Federal, Chen-Del-O and all other Credit Union Deductions in place as of February 1, 2001.
 - 3. United States Savings Bonds.
 - 4. NYSUT Benefit Trust.
 - 5. NBT, Wilbur National, and all other bank deductions in place as of February 1, 2001.
- B. Pay dates shall fall on a specific day every two weeks throughout the year.

It is understood that the pay schedule may be adjusted during the transition from one fiscal year to the next at the end of June and the beginning of July. When such adjustments are needed, the period between paydays shall not exceed seventeen days.

ARTICLE IV
LEGISLATIVE ACTION

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

ARTICLE V
GENERAL PROVISIONS

A. Bulletin Boards

The Superintendent shall make available bulletin board space in each building for the use of the UNTA for announcements of meetings, posting of bulletins, election notices and all other matters relevant to the Association's business.

B. Copies of Agreement

The District will prepare and furnish to the UNTA President an adequate number of copies of this Agreement. This shall be completed as soon as possible after the signing of the document and distribution shall be the responsibility of the UNTA.

C. Vacancy Notices

- 1. The District will provide the President and the UNTA with any notices of vacancies as they occur. There shall be a sufficient number of notices for all work area bulletin boards and the District will post said notices.
- 2. There shall be a five (5) working day application period commencing on the day after the notices are posted. For positions that are initially posted during the months of July and August, or at the end of the school year such that they are not up for the complete five working days, the period of posting shall be ten (10) calendar days. The District will post such notices in all unit work areas.
- 3. Non-instructional employees will be given first consideration for vacancies within the system with years of service in the District to be taken into consideration.
- 4. Current employees who have made applications, but who are not selected shall be given the reasons for the decision, in writing, if requested by the employee. A copy of this decision shall be placed in the employee's folder.

D. Savings Clause

If any provision of this agreement or any application of same to any bargaining unit member or group of unit members shall be deemed contrary to law, then such provision or application shall be deemed not valid or subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

E. Zipper Clause

This agreement shall constitute the full and complete commitment between the parties and may not be altered, changed, added to, deleted from, or modified except through the voluntary mutual consent of both parties in a written and signed amendment.

F. Section 125 Plan

The District shall provide for health insurance premium conversion plan as per section 125 of the I.R.S. code.

**ARTICLE VI
GRIEVANCE PROCEDURE**

A. Statement of Policy

In order to provide the best possible educational climate and program for our school and to maintain harmonious relationships among all personnel and the Board of Education, a grievance procedure is hereby established to resolve satisfactorily group or individual differences which tend to affect the functioning of the school system. All employees are hereby guaranteed the right to present their grievances free from interference, restraint, coercion, discrimination, and reprisals from superiors. Decisions will be rendered promptly and judiciously following a complete investigation.

B. Statement of Basic Principles

1. A grievance is any alleged violation of this Agreement or any dispute with respect to the meaning or application of this Agreement.
2. Every non-instructional employee or group of employees shall have the privilege to present grievances in accordance with procedures listed herein.
3. The grievant will be represented by the Association at each step of the grievance procedure. The grievance will state the action being grieved, the redress sought, and the specific provisions of this Agreement alleged to have been violated.
4. All discussions shall be kept confidential during the procedural stages of the resolution of the grievance.
5. Both parties shall have access to pertinent data regarding policies and cause of grievance.

6. During the first stage of the grievance procedure, the administrators or supervisors shall have the responsibility to consider and take action promptly within the authority delegated by Board of Education policies.
7. The term "days" shall mean working days.
8. Upon the advance mutual consent of the President of the Association and the Chief Executive Officer, a grievance may be initiated at other than the First Stage of the Grievance Procedure.

C. Individual Grievance Procedures

1. First Stage

It is recommended that orally and informally the employee confer with his/her immediate supervisor in accordance with the Line of Authority Chart to resolve the grievance. If the grievance is not resolved within the five (5) days, the employee may present his/her grievance in formal stages. A person or group must initiate grievance action within twenty-five (25) days after knowledge of the claim.

2. Second Stage

- a. The employee shall record on a grievance form (see appendix) the nature of the grievance and forward it to his/her immediate supervisor.
- b. The immediate supervisor shall hold a conference with the aggrieved within two days of receipt of the grievance form.
- c. All conferences shall be held in a private room of the administrative suite and shall be scheduled by mutual agreement outside of the employee's working hours. If the employee fails to attend the conference, the grievance shall be dismissed and reason noted by the immediate supervisor on the grievance form. Exception: Extenuating circumstances (illness, accident, etc.) may necessitate a rescheduling: this must be arranged by mutual agreement prior to scheduled conference.
- d. The supervisor may settle the grievance if it is within his/her authority as defined by the State of Education Law and Rules and Regulations of the Board of Education.
- e. The immediate supervisor shall return two copies of the grievance form with his/her decision, in writing, to the employee within five (5) days of the conference.
- f. The aggrieved shall sign his/her name and mark satisfactory or unsatisfactory the decision of his/her supervisor.

- g. The supervisor's copy must be returned to the supervisor within five days.

3. Third Stage

- a. If the employee is still dissatisfied with the decision, he/she may within five days, submit all written statements of the grievance, decisions, and any additional data to the Chief Executive Officer with a conference request.
- b. The Chief Executive Officer shall hold a conference with the parties involved within five days of receipt of the grievance form.
- c. Within five days, the Chief Executive Officer shall transmit his/her decision on the grievance form to the aggrieved and to all parties previously concerned.
- d. The employee shall sign his/her name and mark satisfactory or unsatisfactory on the two copies forwarded to him/her by the Chief Executive Officer and shall return one copy to the Chief Executive Officer within five days.

4. Fourth Stage

- a. If the grievance has not been satisfactorily resolved by the Chief Executive Officer, the aggrieved may within five days request, in writing, that the President of the Board of Education hold a hearing.
- b. The employee shall submit all preceding statements of the grievance and decisions rendered along with additional pertinent data.
- c. The Board of Education shall hold a hearing within ten days following receipt of the request.
- d. The Board of Education shall notify the aggrieved employee, in duplicate, and the Chief Executive Officer of its decision within five days following the hearing.
- e. The employee shall sign his/her name and mark satisfactory or unsatisfactory on the two copies forwarded to him/her by the Board of Education and shall return one copy to the Board of Education within five days.

5. Fifth Stage

Binding Arbitration

- a. If the BOE's answer from the Fourth Stage is not satisfactory, the UNTA may submit the matter to binding arbitration within twenty (20) days of the receipt of the written answer. If no answer is received by the UNTA within ten (10) days of the Fourth Stage conference, the UNTA may submit the matter to binding arbitration.
- b. The Association may pursue the grievance to arbitration by submitting a request to the State Public Employment Relations Board (PERB) to provide a staff arbitrator. The District will select the staff arbitrator from among those available through PERB, provided that no staff arbitrator is selected twice in succession. The parties will then be bound by the rules and procedures of PERB.
- c. The arbitrator's hearing shall be held in the Unatego CS District. The arbitrator shall hear and decide the case, or cases, set before him/her by the demand for arbitration. The arbitrator shall be bound by this agreement. The arbitrator shall have no power to delete or modify the provisions of this agreement.
- d. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue, submitted by the parties within thirty (30) days of the conclusion of the hearing.
- e. The decision of the arbitrator shall be final and binding. Fees and expenses, if any, of the arbitrator shall be shared equally by the Association and the Board of Education.

ARTICLE VII
RETIREMENT

The Unatego Central School Board of Education agrees to participate in the Basic Non-Contributory Plan (Section 75-i) of the New York State Employees Retirement System and add the System's 41-j benefit. It is understood that the first 165 days of accumulated sick leave shall, at retirement, be applied to the benefit provided under the provisions of 41-j.

ARTICLE VIII
LEAVES OF ABSENCE

- A. Sick Leave and Cumulation
1. Sick leave will be earned on a one-day per month basis for full-time employees on regular assignments. 192 days maximum cumulation.
 2. Bus drivers and part-time employees on regular assignments shall earn the same number of days, except prorated, of sick leave as earned by full-time employees.
 3. Sick leave may be used for personal illness or for doctor and dentist appointments that can not be scheduled outside of work hours.
 4. Any days of absence covered under Workers' Compensation for which the employee used sick leave, will be credited back on a pro-rata basis upon receipt of payment by the District for the days in question.

- B. Paid Leave - Non-Cumulative - Full-Time
- A paid leave of absence shall be granted to unit personnel for the following reasons:
1. Up to three (3) days per year for serious illness in the immediate family (current spouse, children, father, mother). 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 Chief Executive Officer for the final decision and, if approved, it will be deducted from cumulative sick leave.
 2. Up to five (5) days per year in the event of the death of current spouse, child, mother, father, son-in-law, daughter-in-law, parent of current spouse, or sibling). 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 Chief Executive Officer for final decision and, if approved, it will be deducted from cumulative sick leave.
 3. Up to two (2) days per year shall be allowed for compelling personal business. Written notification of the use of such leave days shall be made to the Superintendent at least two days in advance, except in cases of emergency. The District may request that the employee submit in writing the reason for the personal business leave day, prior to approval being given. Unused personal business leave days shall be added to the employee's sick leave accumulation.

- C. Unpaid Leave of Absence
- An employee may request that the Board grant an unpaid leave of absence of two (2) weeks or more and for up to one year in duration. Reasons for the leave shall be presented and approval for such leave is at the discretion of the Board. When applicable, the provisions of the Family and Medical Leave Act shall apply to any employee requesting an unpaid leave of absence.
- Upon return from an unpaid leave of absence, the bargaining unit member shall be credited with seniority and previously earned leave time benefits which had accumulated as of the day prior to the first day of such leave.
- D. Unused Sick Days
- Upon retirement with at least ten (10) years of district service, an employee will be eligible for payment for unused sick leave at the rate of \$15.00 per unused day, up to a maximum of 192 days. Such rate will be increased to \$20.00 effective July 1, 2005 and to \$25.00 effective July 1, 2007. If the employee submits a non-revocable letter of resignation and intent to retire at least thirteen (13) months in advance of his or her expected date of retirement, and the employee has accumulated the maximum number of sick leave days allowed under this agreement (192 days), the above payment shall be incorporated into his or her final year salary.
- E. Parental Leave
- Upon written request, unit members will be granted leave without pay for a period of up to one year immediately following the birth or adoption of a child. At the end of the period of leave, the employee will be returned to his or her former position or to a similar position within the employee's job title.
- F. Short Term Leaves of Absence
- An employee may request an unpaid leave of absence of less than two weeks duration. Such request is to be made to the Superintendent or his or her designee. Requests should be made at least two weeks prior to the date(s) being requested, except in emergency situations. A decision to either grant or deny the requested unpaid leave will be provided to the employee within two workdays of receipt of the request. An employee may be required to exhaust his or her vacation or personal leave prior to being granted a short term unpaid leave of absence.
- G. Each unit member using no sick or personal leave or taking an unpaid leave of absence during a full work year shall receive a \$150.00 bonus to be paid during the first week of July of the succeeding year.

**ARTICLE IX
PAID HOLIDAYS**

A. Full-time 12 month personnel shall be entitled to fifteen (15) paid holidays per year. Fourteen (14) holidays will be taken in accordance with the schedule of holidays, which is annually approved by the Board of Education. One (1) holiday will be a floating holiday to be taken when school is not in session. Effort will be made to schedule the following as holidays:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veteran's Day
5. Thanksgiving Day
6. The day before or the day after Thanksgiving Day
7. The day before Christmas Day
8. Christmas Day
9. The day after Christmas Day
10. The day before or the day after New Year's Day
11. New Year's Day
12. Good Friday
13. Memorial Day
14. Floating Holiday
15. Martin Luther King Day

B. Cafeteria and transportation personnel shall receive ten (10) paid holidays per year to be taken in accordance with the schedule of holidays annually approved by the Board of Education. Effective July 1, 2005, the number of holidays will increase to eleven (11), (as noted below). Effort will be made to schedule the following as holidays:

1. Columbus Day
2. Veteran's 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 Day
8. New Year's Day
9. The day before or the day after New Year's Day
10. Memorial Day
11. Good Friday (effective July 1, 2005)

C. Part-time cafeteria personnel on regular assignment shall receive five (5) paid holidays per year in accordance with the schedule of holidays annually approved by the Board of Education. Effort will be made to schedule the following as holidays:

1. Veteran's Day
2. Thanksgiving Day
3. Christmas Day
4. New Year's Day
5. Memorial Day

D. Three of the holidays provided as per A and B above shall be scheduled on or adjacent to Christmas day.

**ARTICLE X
PAID VACATIONS**

Paid vacations for 12-month employees shall be granted as follows:

1 - 6 years of employment	10 days
6 + years of employment	15 days
15 + years of employment	20 days
25 + years of employment	25 days

The above vacations will be granted upon the completion of six, fifteen and twenty-five years of employment.

Part of 1 year pro-rated:	No credit for 1 month
	1 day for 2 months
	2 days for 3 months
	3 days for 4 months
	4 days for 5 months
	5 days for 6 months
	6 days for 8 months
	7 days for 9 months
	8 days for 10 months
	9 days for 11 months
	10 days for 12 months

Vacation will be taken at a time that is mutually agreeable to the employee and the administration.

**ARTICLE XI
SALARY**

A. Wage Increases: July 1, 2004 - June 30, 2008

1. For the period of July 1, 2004 to June 30, 2005, each bargaining unit member shall receive an increase of forty cents (\$.40) per hour.

2. For the period of July 1, 2005 to June 30, 2006, each bargaining unit member shall receive an increase of 4.0% on the 2004-05 hourly rate.
 3. For the period of July 1, 2006 to June 30, 2007, each bargaining unit member shall receive an increase of fifty cents (\$.50) per hour.
 4. For the period of July 1, 2007 to June 30, 2008, each bargaining unit member shall receive an increase of 4.0% on the 2006-07 hourly rate.
- B. Effective July 1, 2005, commencing with the July 1 after being employed by District for a total of 10 full years, unit members will be granted a \$200 longevity increment. Commencing with the July 1 after being employed by District for a total of 20 full years, unit members will be granted an additional \$100 increment. To be paid in a lump sum. This shall be an annual payment, payable in July of each year.

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

C. Beginning Salaries

1. The starting salaries for entering unit members will be the following minimum hourly rates:

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
Cleaner	7.65	7.90	8.15	8.45
Custodian	7.95	8.20	8.45	8.75
Head Custodian	9.25	9.50	9.75	10.05
Food Service Helper	7.65	7.90	8.15	8.45
Cook	7.95	8.20	8.45	8.75
Cook Manager	9.25	9.50	9.75	10.05
Bus Driver	9.25	9.50	9.75	10.05
Mechanic's Helper	7.95	8.20	8.45	8.75
Mechanic	9.25	9.50	9.75	10.05

2. Credit for prior service or experience may be granted by the District. The District will make prospective employees aware of this clause.
3. If a mechanic's helper's hourly rate is less than the starting bus driver's rate, then he/she shall be paid at the bus driver's rate for the period of time that he/she drives a bus run (transporting students). Said rate shall increase as his normal hourly rate increases.
4. When a cafeteria worker or custodian is "promoted" to a higher position, he/she shall receive a minimum increase of \$.25 per hour over and above the rate he/she would have been paid had he/she stayed in the lesser position. Beginning salary shall be the determining factor regarding what constitutes a promotion.

5. When a cafeteria worker or custodian is "assigned" to a higher position, he/she shall receive a minimum increase of \$.25 per hour over and above the rate he/she stayed in the lesser position. Said increase shall become effective on the tenth consecutive day of such "assignment" and not before. Beginning salary shall be the determining factor regarding what constitutes an assignment.

D. Salary Notices

Notices of salary will be received by personnel by July 1st, providing an agreement is reached in time to make it reasonably possible.

- E. Cafeteria personnel who are asked to work a longer shift shall receive their normal hourly rate for said additional hours (the only exception being overtime).
- F. Bus Drivers will be paid \$6.50 per hour for attending (2) two-hour courses. This rate will be increased to \$6.75 effective July 1, 2001 and \$7.00 effective July 1, 2003.

Effective February 1, 2001, bus drivers will be paid this rate for attending the new driver thirty (30) hour course. A driver receiving this payment must remain employed by the District for ten (10) actual months of employment. If he or she fails to remain employed for that period of time, the payment made for the 30-hour course will be deducted from his or her final paycheck.

- G. For drivers with five or more years of District service, the District will reimburse up to \$100 towards the cost of CDL renewal. To be eligible for such reimbursement the driver must present proof that he or she made the payment. Reimbursement will be processed upon presentation of appropriate receipts.
- H. Unit members who have been authorized to drive their personal automobiles as part of their regular duties or for attendance at out of district approved conferences or meetings will be reimbursed at the IRS approved mileage reimbursement rate. Unit members are encouraged to make use of school vehicles when available.

**ARTICLE XII
OVERTIME POLICY**

1. Full-time custodial personnel will be paid time and one-half for all hours worked in excess of eight (8) hours per day. All other employees shall receive overtime compensation after working forty (40) hours in a week. Paid leave days falling during the week will be credited as 8 hours of work.
2. Employees shall receive time and one-half for all hours worked, plus holiday pay for all hours worked on a holiday falling during the work week. The decision to

come in on a holiday falling during the week is to be cleared through the Chief Executive Officer.

3. Custodians required to work on Sundays will be paid at two times his or her hourly rate for all hours worked except for the one hour building check, which will be paid at the employee's regular hourly rate or the overtime rate, if it applies.
4. Overtime opportunities will be distributed equitably to all custodians, regardless of building assignment, provided that the employee possesses the necessary skills and knowledge for the work offered. Determinations made as to the administration of this provision are at the full discretion of the supervisor.
5. The District may create and maintain one (1) custodial position on a weekly schedule that includes Saturday from 8:00 a.m. to 4:00 p.m. as a regular workday. No unit member on staff as of September 1, 1995 shall be assigned to this position unless in voluntary response to a posting.
6. It is agreed to continue the policy that all overtime be put on time sheets and receive monetary pay, not equal time off (compensatory time).
7. Within specific departments, overtime will be equitably distributed among all employees whenever it is managerially possible.

ARTICLE XIII WORK SCHEDULE

A. Mechanics and Bus Drivers

1. Will work a staggered schedule resulting in no more than forty hours of work per week.
2. Bus Drivers shall be guaranteed a minimum of 4 hours pay for parent-teacher conference days.

B. Custodial

1. The normal working day for these full-time personnel will be a maximum of eight hours per day during any twenty-four hour period. The twenty-four hour period is understood to be from 12:01 a.m. to 12:00 midnight of the same day.
2. Effective July 1, 2001 those custodians who are assigned a regular shift with a majority of hours falling between 5:00 p.m. and 7:00 a.m. will be entitled to receive a shift differential of \$.25 per hour in addition to their regular hourly rate for all hours assigned (in addition to their paid lunch break).

ARTICLE XIV HEALTH INSURANCE

A. Health Insurance

The District agrees to offer health insurance benefits to the non-teaching personnel as follows:

Single Coverage - The District will pay 90% of the health insurance premium.

Family or Employee and Spouse Coverage - The District will pay 85% of the health insurance premium for dependent coverage.

The District may change the provider of the current health insurance program to the DCMO BOCES consortium upon notice to the Association. Upon such change, and for each year thereafter for the duration of their employment with the District, unit members who were enrolled in the current Blue Cross Blue Shield plan as of June 1, 2005 will be granted a yearly stipend of \$500 if they were enrolled under family or employee and spouse coverage, or a payment of \$200 if enrolled under single coverage as of that date.

Unit members will also have the option of coverage through the MVP HMO. Unit members enrolled in the MVP plan as of June 1, 2005 will be granted a yearly stipend of \$500 if they were enrolled under family or employee and spouse coverage, or a payment of \$200 if enrolled under single coverage as of that date, for each year that they continue coverage through MVP. Once such a unit member drops MVP coverage they will no longer be eligible for this payment.

The above deductions for both the MVP and the DCMO BOCES plans of \$200/\$500 will be on the amount the employee would pay towards the premium.

B. Prescription Drug Plan

The District plan will include a prescription drug rider as follows:

Generic - \$5.00
Legend - \$10.00
Mail Order (all orders over 30 days) - \$7.00

C. Dental Insurance

The District will provide a total of \$2,600 for each year of the Agreement for dental coverage to the non-teaching personnel and their dependents. Increase District payment to \$3,100 for 2001-02, \$3,600 for 2002-03, and \$4,100 for 2003-04. The plan will be a Blue Cross/Blue Shield policy, if available, or other plan mutually agreed upon by the District and the Association. A committee, consisting of two representatives from the Association and two representatives

selected by the Superintendent shall meet to study possible changes in dental insurance coverage.

The Association, upon their discretion, shall form a committee to study changes in Dental Insurance Coverage. The District's current contribution will remain as per contract. The District shall provide any necessary information to assist the committee.

ARTICLE XV
EXTRA RUNS FOR BUS DRIVERS

- A. When an extra trip affects the 3:00 p.m. run, there will be a deduction from the check of the amount they are earning per hour on an extra run, rather than the cost of the substitute.
- B. All extra school trips shall be paid based on the driver's normal hourly rate, plus:
 - 1. Effective July 1, 1997, the sitting time rate shall be compensated for at \$8.25 per hour;
 - 2. Effective February 1, 2001, the sitting time rate shall be compensated for at \$8.50 per hour;
 - 3. Effective July 1, 2002, the sitting time rate shall be compensated for at \$8.75 per hour;
 - 4. Effective July 1, 2003, the sitting time rate shall be compensated for at \$9.00 per hour.
- C. Extra runs will be first offered to unit members on all buses with a capacity exceeding twenty (20) passengers. The District will not circumvent the intent of this by taking, for example, two (2) twenty (20) passenger buses instead of a "large" bus.
- D. Extra bus runs will be first offered to drivers who have not reached a forty (40) hour week.
- E. Management will equitably distribute hours for extra bus runs among those unit drivers wishing to take such runs.

ARTICLE XVI
JURY DUTY

Unit members shall be permitted absence with pay to comply with an official summons for jury duty and court appearances not involving the member as a party to the proceedings for which they have received a subpoena.

On a day when a person is required to serve on jury duty, it will count as a normal working day and the hours will count toward the forty (40) hour work week.

A copy of either an official summons or subpoena must be provided prior to the employee receiving compensation for any such absence.

ARTICLE XVII
PERSONNEL FILE

- A. Unit members shall have the right to review their files at any time, and to make copies of the materials therein. No material shall be placed in a unit member's personnel file without his/her signature indicating he/she has had the opportunity to examine said material. His/her signature does not necessarily indicate agreement with the contents of said material. Should the employee refuse to sign the material after having been given a reasonable opportunity to do so by the District, the material may be placed in the employee's file absent his/her signature.
- B. He/she shall have the right to have an Association representative with him/her when the file is reviewed. This shall be done outside the employee's normal working hours.
- C. Nothing shall be entered into the employee's file without sending a copy to the employee. The employee shall have the right to respond to the document and have this response attached to the original document.
- D. Materials will be removed from the files and destroyed when an employee's claim that it is untrue is sustained. This determination shall be made by the CEO. It is subject to review by the Grievance Procedure.
- E. Grievances, grievance claims, and other material related to grievances shall not be placed in the employee's file.
- F. There shall be one official personnel file maintained for each employee.

ARTICLE XVIII
EVALUATION PROCEDURES

- 1. All unit members will be evaluated at least once each work year.
- 2. Bargaining unit members will not be evaluated by other members of the bargaining unit.
- 3. A unit member will have five (5) work days to review the completed evaluation form before meeting with his or her supervisor to discuss the evaluation, unless he or she requests a meeting earlier.

4. A unit member may choose to attach a written statement to the evaluation report that will be placed in the employee's personnel folder, provided the response is submitted within thirty (30) calendar days.
5. The unit member must sign the written evaluation as an indication that he or she has received it. The signature will indicate only that the employee has received the evaluation, and in no way indicates agreement with the contents of the evaluation.
6. Where a unit member is rated fair or poor in a particular area, the supervisor will provide suggestions for improvement.

**ARTICLE XIX
JUST CAUSE**

No member of this bargaining unit shall be dismissed, disciplined, or reduced in rank without just cause. For employees hired on or after December 20, 1988, this article will have effect only after the completion of 3 months of employment.

**ARTICLE XX
NEGOTIATIONS PROCEDURES**

- A. Upon request of either party for a meeting to open negotiations for a new contract, a mutually acceptable date will be set not more than twenty (20) work days following such request. Such request is to be made on or before February 1 of the contract expiration year.
- B. The District and the UNTA shall have the right to determine their respective negotiations committees and furthermore, both shall have the right to have outside representatives act on their behalf.
- C. Both parties agree to meet as frequently as necessary preceding contract expiration to achieve agreement on the terms to a new contract. No meeting shall adjourn without the scheduling of its successor. Both parties agree to avoid and discourage delay.
- D. At the first negotiating meeting, the parties shall agree upon mutually acceptable ground rules and shall exchange their proposals for a new contract which shall be in the form of specific additions to or deletions from the language of this contract.
- E. As soon as practicable during such meeting, each item tentatively agreed to shall be reduced to writing, dated, initialed by the chief spokesman for each party and a copy given to each party.
- F. The Association will vote to ratify any tentative agreement before the Board of Education.

**ARTICLE XXI
UNIFORMS AND TOOL ALLOWANCES**

- A. In each year of the Agreement the District will provide 3 work shirts for custodial personnel. In addition, effective July 1, 2005, custodial personnel will receive a yearly clothing allowance of \$75.00, for work related items other than shoes. Cafeteria personnel will receive a yearly clothing allowance of \$75.00 (\$100.00 effective July 1, 2005). Jackets previously purchased for transportation personnel will be replaced on an as needed basis. The District will provide lighter jackets for spring and fall use. The jackets are to remain district property, and will be turned in at the end of the school year. Reimbursement will be processed upon presentation of appropriate receipts.

For Cafeteria Staff: A specific day per month will be set in which members must submit their receipts by in order to get paid in the same month as submission. Payment shall be the month following submission if they miss the cut off date (i.e. the 15th of each month).

- B. For each year of the Agreement, mechanics shall receive a tool replacement allowance of \$100 per year.

**ARTICLE XXII
ASSOCIATION BUSINESS**

The District shall provide the Association three (3) paid days per school year to attend to Association business. These days may be used in half-day portions at the discretion of the Association President upon reasonable notification to the Chief School Officer.

**ARTICLE XXIII
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 July 1, 2001, for any further deductions to be made.

ARTICLE XXIV
DURATION

The above agreement will be in effect from July 1, 2004 through June 30, 2008.

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS 12th DAY OF December, 2005 BY AND BETWEEN THE DISTRICT AND THE ASSOCIATION.

Ellen DeMorien
For the Association

Robert P. Furlong
For the District

APPENDIX
DUES DEDUCTION

Authorizations shall be in writing in the form set forth below:

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number _____

Last Name _____ F. _____ M. _____

District Name

Organization

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

Member Signature: _____ Date: _____

GRIEVANCE FORM

Name of Grievant(s) _____
Date of Alleged Violation _____
Provision of the Agreement Violated _____
Person(s) Responsible for Violation _____
Name of Immediate Supervisor _____
Nature of the Grievance _____

Remedy Sought _____

Date of Oral Discussion With Supervisor _____
Date Submitted to Level 1 _____ Date of Level 1 Hearing _____
Date of Level 1 Written Decision _____
Grievant Determination Decision is: Satisfactory _____ Unsatisfactory _____
Date of Level 2 Appeal _____ Date of Level 2 Hearing _____
Grievant Determination Decision is: Satisfactory _____ Unsatisfactory _____
Date of Level 3 Appeal _____ Date of Level 3 Hearing _____
Grievant Determination Decision is: Satisfactory _____ Unsatisfactory _____
Employee Signature _____ Date: _____