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Cherry Valley-Springfield Central
School District And Cherry Valley-
Springfield Support

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AGREEMENT

BETWEEN THE

**CHERRY VALLEY-SPRINGFIELD
INSTRUCTIONAL SUPPORT
EMPLOYEES' ASSOCIATION**

and the

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

JULY 1, 1997-JUNE 30, 2000

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PREAMBLE

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

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

ARTICLE I RECOGNITION

The Board of Education recognizes the Cherry Valley-Springfield Instructional Support Employees' Association as the exclusive Bargaining Agent for the following classes of employees: Bus Drivers, Cafeteria Employees, Teacher Aides, Maintenance Staff and Bus Monitors.

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

ARTICLE II HOLIDAYS

Recognized holidays for twelve (12) month employees include:

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

Twelve (12) month employees may choose any twelve (12) holidays

ARTICLE III LEAVES OF ABSENCE

A. Sick Leave

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

- 10 month employees.... (12 total for the year)
- 12 month employees.... (15 total for the year)

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

B. Personal Business Leave

1. All ten (10) month employees shall be entitled to two (2) personal business days each year, accumulative to five (5).
2. All twelve (12) month employees shall be entitled to three (3) personal business days each year, accumulative to five (5).
3. Personal leave may not be used to extend a holiday or vacation.

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

- a. Legal Matters: Sale or purchase of a house, income tax hearings, adoption proceedings, court appearances for traffic violations, probating will, obtaining licenses.
- b. Funerals: Attending at funeral service of a person (not a relative) the nature of whose prior relationship to the employee warrants such attendance.
- c. Ceremonies: Graduation of a employee, spouse or child; day of wedding ceremony; participation in religious ceremonies such as baptism, confirmation, circumcision of child; honors and awards ceremonies involving the employee or his/her immediate family.
- d. Education: Required educational examinations; attending educational meetings not covered by professional trip regulations; required parental visits by parents to colleges; professional advancement ceremonies.
- e. Religious observances: The employee may use personal days for religious holiday observations of his/her particular faith not covered in the regular school calendar.

4. The employee requesting approval of personal leave may list "Personal Business" as the reason for the absence providing that the personal business as listed above is one of the approved reasons for such absence. If the reason is not listed above, the employee is to state the specific reason for review by the principal and the Office of the Superintendent.

C. Vacation Leave

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

D. Family Illness/Bereavement Leave

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

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

E. Child Rearing Leave

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

**ARTICLE IV
UNSCHEDULED CLOSING**

- A. All twelve (12) month employees are expected to work their regular hours on snow days unless the conditions are such that they can not get to work on time. Twelve month employees are not to leave early on snow days unless conditions warrant it and the Superintendent has approved such an early leaving.
- B. In the event that the Superintendent sends employees home early, the employee shall be paid for a full work day.
- C. If a twelve month employee is required to work and fails to report, the Superintendent may approve the use of a personal day. If an employee wants to use a personal day for this purpose, he/she must notify the Superintendent as soon as possible of their intent to use a personal leave day. Failure to report to the Superintendent shall be considered a waiver of the option to use a personal day. If an employee has no personal days available or does not want to use a personal day for this purpose, the employee shall not be paid for that day.

**ARTICLE V
INSURANCE COVERAGE**

HEALTH INSURANCE

The District shall pay 100% of the annual premium for either the single or family plan with Catskill Area School Employees' Benefit Plan, or the equivalent dollar amount to an alternative HMO plan, for any employee who works a minimum of 20 hours per week or earns at least \$5,000 annually or is a bus driver. This includes all employees now covered or any new employees in the future or new categories created in the duration of this contract.

Upon retirement, the District shall pay 100% of a single plan for any individual who has worked for the District for a minimum of ten (10) years, has attained the age of 55, is fully retired and is not eligible for group health insurance elsewhere. The District will pay 35% of the coverage for a spouse of a retired employee who meets these criteria and 50% of the coverage for a spouse of a retired employee who meets these criteria and who has worked for the district for a minimum of twenty (20) years. Any employee hired after July 1, 1994 will be eligible, after ten (10) years of service and subject to criteria above, to an individual plan at 75% district expense and coverage for a spouse will be at 35%. Any employee hired after July 1, 1997 will be eligible, after ten (10) years of service and subject to Criteria above, for an individual plan at 50% district expense and coverage for a spouse will be at 35%. The retiree shall have the right to choose to pay for an individual plan for their spouse less the above respective percentage or to pay the difference of cost between the family and individual plan less that same respective percentage.

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

1. Employees must declare by September 15, of any school year their desire not to join the health insurance program for that school year.
2. It is understood that once an employee opts not to join the health insurance program, that the employee will not automatically be re-enrolled in the health insurance program the following year and that re-enrollment can only occur in October or July of any school year, or at such time designated by the school's carrier. Applications must be submitted within the enrollment period.
3. By no later than February 1, the District will pay a sum of \$1000 for family coverage and \$500 for individual coverage to employees opting not to participate in the group health insurance program. In the event that this money is deemed to be taxable the amounts will be revised to \$1300 for family and \$650 for individual.
4. In order to apply for family coverage, an employee must qualify for such coverage
5. Beginning in 1997-98 , employee copayment for prescription drugs can be increased from three (3) dollars, to five (5) dollars.

DENTAL INSURANCE

The district will pay the cost of the employee's individual dental insurance equivalent to the current Blue Cross/Blue Shield Plan.

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

**ARTICLE VI
SALARY ITEMS**

A. All ten (10) month employees shall work a minimum of 178 days and shall be paid on that basis. If additional days are needed they will be paid at the standard per diem rate.

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

	<u>1997-98</u>	<u>1998-2000</u>
Bus Drivers	\$4350/year	\$4700/year
Cleaners/ Mechanics/Maintenance/Grounds	\$6.90/hour	\$7.25/hour
Food Service Workers	Minimum Wage plus \$.50	
Bus Monitors/Teacher Aides	Minimum Wage plus \$.50	

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

2. Current employees earning less than the base will be increased to the base plus \$.25 for hourly employee and base plus \$150 for bus drivers.

3. All other employees will receive annual increases as follows:

	1997-98	1998-99	1999-2000
Bus Driver	\$275/driver	4.5% inc.	4.5% inc.
Cleaners/Mechanics/Maintenance/Grounds	\$.40/hour	\$.40/hour	\$.40/hour
Food Service Workers	\$.25/hour	\$.25/hour	\$.25/hour
Bus Monitors/Teacher Aides	\$.25/hour	\$.25/hour	\$.25/hour

Shift Coordinators and Assistant Cook Manager will be paid an additional \$.75 for hours worked.

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

C. 1. Custodial staff working the second shift will be paid an additional 11% (1997-99), 12% (1999-2000) stipend onto base and those working the third shift will receive an additional 16% (1997-99), 17% (1999-2000) stipend onto base. There is no additional pay given for work during holiday recess. Changes in shifts will be done, when possible, on a volunteer basis. Weekends are considered as regular workdays and may be worked into the regular schedules on a volunteer first basis. If management deems it necessary to have more than one cleaner on the third shift, cleaners from the first and second shifts will be asked to volunteer for reassignment. If volunteers are not available, reassignment will be made from the first and second shifts for two week intervals and will be made on a seniority rotational basis.

2. Any employee working any of the recognized holidays will be entitled to take the day as an extra paid vacation day. Whenever possible, holiday scheduling will be voluntary.

3. Cleaners may opt to either take their regularly scheduled shifts on Thanksgiving, Christmas, New Year's Day, Easter, Memorial Day, July 4th, and Labor Day or be replaced by a building check system.

- D.
1. Any employee in a driver combination position (example: driver/ cleaner) will be allowed to bid on any trip so long as it does not interfere with his/her regularly scheduled assignment.
 2. All daily regularly scheduled secondary runs (BOCES, Christian School, Pre-K) that are between AM and PM runs will be offered to regular run drivers first. Field trips, refresher courses and all secondary runs will be paid at \$11.00 per hour (1997-99), \$12.00 per hour (1999-2000). Overnight field trips will be paid at \$11.00 (1997-1999), and \$12.00 per hour (1999-2000) driving time and \$6.00 per hour for the remainder of the time exclusive of the required off-the clock time.
 3. Activity runs--\$16 per trip (1997-99) and \$17.00 per trip (1999-2000).
 4. Any regular daily run will be considered a regularly assigned trip and will be a seniority bid situation, except in cases when the appointment or change will cause a slot to not be filled. The district reserves the right to delay the change until the vacant spot can be adequately filled.
 5. Assignment of field trips--Whenever possible trips will be posted at least two (2) weeks prior. Assignment will be voluntary whenever possible and will be done on a first come, first assigned basis. If a conflict occurs, seniority will prevail as the determining factor up until the last 48 hours prior to the trip. After that the driver must personally discuss the issue with the assigned driver. Any changes will be by mutual agreement. When no regular driver signs up by the day before then it will be open to part-time and substitute drivers. In late posting situations (2-day notice), all drivers will be given until noon of the day of the posting to sign-up. After that time a driver would have to use a personal discussion with the assigned driver to request change. The 24 hour notice situations will be handled by the Director of Transportation with notification first to the driver(s) that have been driving that sport or activity throughout the year.
On the rare occasion that nobody signs up, a driver designee will work with the Director of Transportation to locate a driver. As a last case scenario the Supervisor of Transportation may assign a qualified 40-hour employee to take the trip.
 6. Drivers taking field trips during the time of their regularly assigned trips, excluding late bus, will be paid either their regular assignment or the field trip rate, whichever is higher. Example: A ball game trip leaves at 3:30 PM and returns at 8:30 PM. The driver will receive the higher of the 1.5 hours for their regular trip pay plus the remaining 3.5 hours for a field trip rate or 5 hours at field trip rate.
 7. Civil Service addresses full-time driver (am-pm) and full-time monitor seniority. The District will continue to maintain lists for part-time and substitute drivers and monitors using employment dates. The full-time employment date will carry through part-time and substitute but not vice versa. A driver or monitor that leaves full time employment to be part time or substitute will go to the bottom of the list when and if they return to full time duty. Consideration will be given to the order on the substitute and part-time lists when assignments are made.
- E. All 40-hour employees will be paid as per contract.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

- A. The mechanic/drivers and the food service workers will be provided a uniform cleaning service. Shirts will be provided for all cleaners.
- B. The District will pay for a bus driver's yearly physical if done by the District's health care provider. If done by the employee's physician the employee can request a claim for reimbursement up to the cost of the District's provider.
- C.
 - 1. The District will train new bus drivers, pay for fingerprinting and two CDL road tests.
 - 2. The District will provide the required two hour and 20 hour refresher courses for bus drivers.
 - 3. The District will provide for the required drug/alcohol testing and pay for all testing except when it is required as follow-up to a positive test that requires rehabilitation for continued employment.
 - 4. The District will pay each regular driver \$10/year each June for licensing fees, not to exceed the actual cost of the license.
- D. Non school sponsored athletic activities will not be held at school on Sundays or holidays.
- E. Hourly employees can accumulate compensatory time in place of overtime if they choose. All compensatory time must be approved by the Supervisor in charge of that department. It will be credited at one and one-half time. The records maintained in the Business Office will be the official records. The amount that can be accumulated over a one year period is eighty (80) hours and it must be taken by the following September 1.

ARTICLE VIII GRIEVANCE PROCEDURE

1. It is the intent of these procedures to provide for the orderly settlement of a difference in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. A Service Unit member shall have the right to present grievance in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. A Service Unit member shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Superintendent of Schools of the district to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.
7. The function of these procedures is to assure fair treatment under the contract provisions for the Service Unit member in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.
8. Grievance definition - A grievance shall mean any claimed violation or misinterpretation of the terms and conditions of employment contained in the expressed language of this contractual document.

Procedures:

1. Informal Stage

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

2. Formal Stage

a. Within five business days after a determination has been made at the preceding stage, the aggrieved person may make a written request to the Superintendent for review and determination. If the Superintendent designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination in his/her behalf.

b. The Superintendent or his/her designee shall immediately notify in writing the aggrieved person, immediate supervisor and any other administrator previously rendering a determination in the case, to submit written statements to him within five business days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.

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

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

3. Board of Education Stage.

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

ARTICLE IX LEGAL PROVISIONS

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

B. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

C. Within sixty (60) days after the date of this act, a copy of this section shall be furnished by the Chief Fiscal Officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

**ARTICLE X
RETIREMENT**

A. The Retirement Plan will be New York State Employees' Retirement Plan 75i.

B. Longevity bonus: An employee who retires after 20 years of service will receive a bonus equivalent to 50% of their final year's salary. Retiring employees must notify their intent to retire prior by December 31st of the year before their intended date. (i.e. If the intended retirement date is anytime between July 1, 1997 and a June 30, 1998, the employee must notify the District in writing by December 31, 1997). The longevity bonus can be paid within thirty (30) days of retirement or the following January 15th. The choice is the employee's. This decision must be made in writing to the District Business Official prior to the retirement date. Any employee who continues to work for the District after they have retired from the District is not entitled to a second longevity bonus.

**ARTICLE XI
PREVIOUS PRACTICES**

As of July 1, 1997, all previous practices not specifically addressed by this contract are nullified. Practices not specifically covered by this contract will be discussed by the employee or his/her representative and the Superintendent prior to decisions being made.

**ARTICLE XII
TERMS AND AUTHORIZATION**

This Agreement shall remain in full force and effect for the period July 1, 1997 to June 30, 2000. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item unless both parties mutually agree to reopen them.

Association

By Andrew J. Carson
By James C. Johnson
By Joyce A. Difano
By James M. Sweeney
By Victoria Bucklad

Board of Education

By Thomas E. Margoski
Superintendent of Schools