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WC | 6350

AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS

of the

UNION SPRINGS CENTRAL SCHOOL DISTRICT
Union Springs, New York

and the

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 200B, AFL-CIO

Union Springs Central School District
Union Springs, New York



July 1, 2006 through June 30, 2009

RECEIVED

JAN 16 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

36 members

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ARTICLE I
Collective Negotiating Unit

On January 25, 1993, the New York State Public Employment Relations Board, in PERB Case No. C-4006, certified the Service Employees International Union, Local 200 United, as the exclusive representative for the purpose of collective negotiations and the settlement of grievances for the employees of the Union Springs Central School District in the following collective negotiating unit:

Included: School Nurse (registered professional nurse and licensed practical nurse), Bookkeeping Machine Operator, Teacher Assistant, Teacher Aide, Typist, Senior Stenographer, Stenographer, and Clerk.

Excluded: Secretary to the Superintendent of Schools, Secretary to the Business Administrator, Senior Account Clerk/District Treasurer and all other employees.

ARTICLE II
Declaration of Pledge of No-Strike Policy

In consideration of the recognition by the employer of the Union as the sole and exclusive bargaining representative of the employees, the Union does hereby affirm the policy that it does not assert the right to strike against the school system; nor will it assist or participate in any such strike by the employees nor will it impose any obligation of said employees to conduct, assist, or participate in a strike.

ARTICLE III
Grievance Procedure

- A. A grievance is a complaint by an employee or by a group of employees involving the application or interpretation of Board policies or this agreement affecting employees or a claim that some action taken against the aggrieved employee by the Board, Chief School Administrator, Principal, or other supervisory personnel is unreasonable or a violation of this agreement.
- B. A grievance may be filed and presented by an employee or a group of employees acting through their representatives. An individual employee may be represented by the Unit in presenting his grievance, or he may present the grievance without representation. The Unit shall be notified of all requests for grievance appeals at Step 2 or above, as set forth in Section 4 below, and shall be given an opportunity to have a representative present at such adjustment. When such a grievance has been adjusted satisfactory, the Unit may bring to the attention of the Board similar cases so that equal treatment may be accorded.
- C. This grievance procedure shall be the means of presenting and resolving grievance or disputes by employees regarding the application or interpretation of Board policies, rules, and regulations currently in effect.
- D. All grievances shall be presented in accordance with the following procedure:

Step One:

The grievance shall be presented to the building principal or supervisor within ten (10) school days of the event upon which the grievance is based. The employee may choose to have a representative of the Unit present in discussing the grievance with the principal or supervisor.

Step Two:

If the grievance is not adjusted satisfactorily at Step One, or if no decision is rendered by the principal or supervisor within five (5) school days after the grievance is presented, the grievance may be submitted, in writing, to the Chief School Administrator within five (5) school days after the principal's or supervisor's decision is communicated to the employee and the Unit, or ten (10) school days from the date the grievance was presented to the principal or supervisor, whichever is earlier.

The Chief School Administrator, or his designated representative, shall meet with the aggrieved employee and/or the negotiating unit, within five (5) school days after the grievance is submitted to the Chief School Administrator in writing, in an effort to resolve the grievance. The Chief School Administrator, or his designated representative, shall render his decision, in writing, within fifteen (15) school days after the date the grievance was submitted to the Chief School Administrator in writing. A copy of this decision shall be furnished to the grievant and to the Unit.

Step Three – Advisory Arbitration:

If the grievance is not adjusted satisfactorily at Step 2, the aggrieved employee may submit the grievance to advisory arbitration by submitting a written notice to the chief school administrator within ten (10) business days of the Step 2 determination.

If the parties are unable to agree upon an arbitrator within ten (10) business days after written notice of submission to advisory arbitration, a request for a list of arbitrators may be made to the American Arbitration Association (AAA). The parties will then be bound by the rules and procedures of the AAA in the selection of an arbitrator. If no request for a list of arbitrators is made within fifteen (15) business days of the written notice of submission to arbitration, the grievance shall be deemed withdrawn.

1. The Arbitrator's Award shall set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.
2. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of his Agreement.
3. The Arbitrator's Award shall not be contrary to or extend any provision of law, Regulation of the Commissioner of Education, or Rule of the Board of Regents, or any other rule or regulation having the force and effect of law.
4. No Arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties. The Arbitrator's remedy shall extend only to the employee(s) who is a party to the grievance.

5. The Arbitrator shall have no power to imply any obligations unless such are specifically and expressly set forth in the Agreement.
6. The decision of the Arbitrator shall be advisory.
7. The fees and expenses of the Arbitrator, and the costs of the hearing room, shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's costs nor of the expenses of witnesses or participants called by the other.

Step Four – Board of Education:

The aggrieved employee may, within ten (10) business days of the recommendation submitted by the arbitrator, make a 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 of Schools. The Board of Education or a designated committee of Board of Education members shall hold a hearing to obtain further information regarding the case. The Board of Education shall render a decision within fifteen (15) business days after receiving the request and written statements and records for review or within fifteen (15) business days of the hearing. The decision of the Board of Education shall be final and binding.

- E. The number of days provided for the presentation and processing of grievances in each Step of the grievance procedure establish the maximum time limits and any grievance not presented within the time limits provided at each respective Step of the grievance procedure shall be deemed withdrawn, provided, however, the time limits set forth herein may be extended by mutual agreement between the Board, or its representatives, and the aggrieved employee and/or the President of the Unit or his designee.
- F. If a grievance affects employees in more than one school, the Unit may submit such grievance in writing at any time to the Chief School Administrator directly, and the processing of such grievance shall commence at Step Two.
- G. Employees shall not leave their assigned work areas to discuss or process grievances unless they have requested and received permission to do so from the building principal, or supervisor. Grievances shall be processed and discussed outside duty hours to the extent possible.
- H. No employee or Unit representative participating in the grievance procedure shall be subject to any prejudicial action as a result of such participation.
- I. A written copy of the decision at each level beyond Step One shall be sent to the employee, the Chief School Administrator and the negotiating unit. Files of grievance appeals and decisions shall be maintained as confidential and separate from personnel files.

ARTICLE IV
Separation From Employment

Upon discharge or resignation, the employer shall pay all money due to the employee on the pay date following such discharge or resignation. Accrued benefits shall be included in such payments.

In the event of intended resignation, if a thirty (30) day notice is given, then any earned and unused vacation would be allowed prior to the end of the 30 day period.

Upon separation from employment the employee shall return to his/her immediate supervisor all school property in his/her possession or assigned to the employee in substantially the same condition as when received, reasonable wear and tear excepted.

ARTICLE V
Job Duties and Classifications

An employee in one job classification or division of this system may not be used in another job classification or division unless requested to do so by his/her immediate supervisor or the Superintendent. Such changes would normally be temporary.

It is not the intent that volunteer workers will replace paid employees, but to supplement and assist employees in their jobs.

Secretaries shall not be expected to supervise students who have been suspended from classes except for emergency situations.

Where openings occur in positions filled by non-instructional employees, the openings shall be posted in the four buildings of the district showing the job title and description, the location of the work and quoting wage limits. Notices will remain posted for at least five (5) working days before filling the vacancy.

ARTICLE VI
Vacation

Twelve-month (12) salaried office employees will be granted vacation with pay, to be taken by agreement with the immediate supervisor and approval of the Superintendent, or his designee, as follows:

All vacation will be based upon length of service as of July 1.

- A. Two (2) weeks vacation with pay shall be granted after the first year of service, pro-rated for less than one (1) year of service.

Example: If an employee begins his/her employment with the District on January 1, he/she will have earned one (1) week of vacation on July 1. The following July 1, the employee will earn two (2) weeks.

- B. One (1) day per year shall be added to the two (2) weeks vacation after the second year, up to a total of five (5) additional vacation days.
- C. One (1) day per year added to three weeks vacation after the 8th year up to a total of five (5) additional vacation days. *(Total 20 days after 12 years).*
- D. The above vacation leaves will be granted to all twelve (12) month employees based on years of service to the District.
- E. Vacations must generally be taken during July or August or when school is not in session. Generally when school is in session, no more than three (3) consecutive days of vacation can be granted without the approval of the unit member's immediate supervisor and the Superintendent or his/her designee.
- F. No more than two (2) consecutive weeks will be taken at one time unless approved in advance by the immediate supervisor.
- G. Twelve (12) month salaried office employees may carry over five (5) unused vacation days which may be used only during the following school year.
- H. Extended Vacation

In order to allow planning for an extended vacation, personnel may, with the approval of immediate supervisor and the Superintendent, utilize earned vacation days during the next school year. Total time available under this provision is three (3) weeks.

1. Such request must be made in writing and must be made prior to March 1 of the year the extended vacation is to be taken.
2. The written request shall state the dates the extended vacation will be taken and shall be available only between July 1, and the last full week of August.
3. If the extended vacation is scheduled, but not utilized, then the extended portion will be available only during subsequent years within time limits as stated in "2" above.
4. Vacation dates will be requested from all 12 month employees prior to May 31 of each year, and the approved vacation schedule shall be posted no later than July 1.

ARTICLE VII

Holidays

- A. Twelve (12) month unit employees shall be entitled to the following paid holidays, unless otherwise noted:

July 4
Labor Day
Columbus Day
Veteran's Day
Thanksgiving (2 days plus 1 day
before Thanksgiving, if school is not
in session)
Christmas (3 days)

New Year's Day (2 days)
Martin Luther King, Jr. Birthday
President's Birthday
Good Friday
Memorial Day

- B. Ten (10) month unit employees shall be entitled to the following paid holidays if each occurs during a scholastic work period, unless otherwise noted:

Columbus Day
Veteran's Day
Thanksgiving (2 days plus one day
before Thanksgiving, if school is not
in session)
Christmas (2 days)

New Year's Day (2 days)
Martin Luther King Jr. Birthday
President's Birthday
Good Friday
Memorial Day

- C. The above holidays shall coincide, in all cases, with the school calendar. By way of example for ten (10) month employees, Veteran's Day in 1995 was Saturday, November 11, 1995. Both Friday November 10 and Monday, November 13, 1995, were days of attendance for the school calendar. In this case, 10 month unit employees received a day's pay for the holiday and were required to work on Friday, November 10, 1995 and again on Monday, November 13, 1995.

ARTICLE VIII **Leave Provisions**

Employees covered hereunder shall be entitled to the following leave provisions. The immediate family is defined to mean: father, mother, brother, sister, grandparents, husband, wife, child, father-in-law, mother-in-law, and a person who is regularly living in the employee's home.

A. Sick Leave

1. All 12-month employees will be allowed thirteen and one half (13.5) sick leave days per year with pay for personal illness or injury. The total of sick leave days is to be added to the employee's accumulated sick leave days, if any, on July 1 of each year.
2. All 10-month employees will be allowed eleven and one half (11.5) sick days per year. The total of sick leave days is to be added to the employee's accumulated sick days, if any, on the first day of school in September of each year.
3. Up to seven (7) sick leave days each year (all unit employees) may be used for family sickness days for members of the unit member's immediate family subject to the approval of the immediate supervisor.

4. All sick leave will be accumulated as follows:

Full-time employees -- 190 full days
4 hour employees -- 190 four-hour days
6 hour employees -- 190 six-hour days

The employees agree that such illness will be substantiated by physician's statement upon request. For each day's absence over and above the sick leave herein provided for, or for each day's absence not substantiated by a physician's statement when requested, the deduction from the employee's salary will be 1/10th of the bi-weekly salary.

5. List of accumulated Sick Days

The District agrees to provide each unit employee with a list of accumulated sick leave days in September.

B. Funeral Leave

All employees will be allowed three (3) days with pay for death in the immediate family. Immediate family shall also include son-in-law, daughter-in-law, and grandchildren.

C. Personal Leave

1. All employees covered under this Agreement will be entitled to three (3) paid personal leave days. Personal leave days may not be used for social or recreational purposes.
2. All unused personal leave days remaining at the end of the work year will be added to the unit employee's accumulated personal sick leave.
3. Exceptions to the above leave provisions may be granted with pay at the discretion of the Superintendent for extenuating circumstances. Application for such personal leave must have the approval of the immediate supervisor subject to review of the Superintendent or his designee.

D. Long Term Leave of Absence

A unit member who has successfully served his/her probationary period may apply to the Board of Education for a long term leave of absence not to exceed one (1) calendar year for the following reasons:

1. Personal illness when the unit employee has exhausted his/her sick leave.
2. Child rearing purposes.
3. The illness of one of the unit member's immediate family.

Any such leave which is granted will be coincident with and run concurrently with any leave under the Family Medical Leave Act of 1993 and coincident and run concurrently with any leave which may be granted under the Civil Service Law of New York.

The unit member must apply in advance of any such requested leave in writing to the Board of Education. The decision of the Board of Education with regard to this leave is final and not subject to the grievance procedure.

E. Jury Duty

Unit employees, upon notice to the Superintendent, shall be permitted absence with pay to comply with an official summons for jury duty. To the extent permitted by law, payment for any such appearances, less mileage and expenses, shall be remitted to the District.

If a unit employee is excused from jury duty, the employee must report to work or make contact with his/her supervisor regarding his/her return to work.

F. Sick Leave Bank

1. The bank can be accessed only when there is a catastrophic illness/injury to a unit member. The bank cannot be used for an illness/injury to the member of the unit member's household or family.
2. A unit employee must be employed by the District for more than one (1) year in order to attempt to use the bank.
3. A unit member must exhaust all sick leave and accumulated sick leave prior to making use of the bank.
4. A bank of sick leave days may be taken up by Officers of the Union from unit members who choose to donate sick leave time to the injured/ill unit member.
5. A unit member can donate up to no more than 16 hours to the bank. Each bank can have no more than 288 hours donated (this translates to 36, eight hour days).
6. A committee is to be established of 1 member appointed by the Union President and 1 bargaining unit member appointed by the Superintendent to administer the bank.

ARTICLE IX
Group Insurance Plan

- A. Under the terms of the present health insurance program, the District agrees to assume the total cost of an individual plan and the District agrees to assume ninety percent (90%) of the cost of a health care program for a two-person or family plan. In order to be eligible for such health insurance program, a current unit member must work, on a regular basis for at least twenty two (22) hours per week. For unit members hired after July 1, 1994, the unit member must work, on a regular basis for at least twenty five (25) hours per week.

For newly hired eligible unit members starting on July 1, 1998, and following, under the terms of the present health insurance program, the District agrees to pay eighty percent (80%) of the cost of any plan in which the eligible unit member enrolls be it an individual plan, a 2 person or family plan.

Effective January 1, 2007, bargaining unit members may choose to enroll in the "modified traditional plan." The District will contribute 95% toward the individual premium and 85% toward the family premium.

- B. Beginning July 1, 1990, the District will contribute 50% of the health insurance premium for the health insurance plan for individual coverage or 50% of the premium for individual and dependent coverage for members of the Secretarial and Clerical Association who retire after July 1, 1990.

In order to be eligible for the health insurance benefit as set forth in the above paragraph, a unit member must complete fifteen (15) years of service in the Union Springs Central School District.

C. Dental Plan

1. Unit employees who enroll in the District's dental plan shall have up to two hundred forty dollars (\$240) per year paid by the District.
2. This two hundred forty dollars (\$240) premium payment may be used toward payment of an option which includes dependent coverage.
3. All premium costs in excess of the two hundred forty dollars (\$240) premium payment shall be paid by the unit employee.

- D. Unit members with less than fifteen (15) years of service, but more than seven (7) years of service to the District, may, upon retirement from the District, remain in the District's health insurance program, provided that the employee pays the full premium.

E. Flexible Spending Plan

The parties are interested in exploring putting into effect a flexible spending plan under which the contributions of unit members toward health insurance premiums could be taken as pre-tax dollars. The parties understand and agree that any such flexible spending plan will be of no cost whatsoever to the District. Any savings to the District, shall, however, be used to reduce the unit member's monthly administrative cost or related costs.

ARTICLE X
Work Day - Work Week

- A. The work week shall be Monday through Friday, inclusive, for all employees covered hereunder.

- B. When school is in session, each full-time clerical employee will be assigned an eight (8) hour day, one-half hour of which shall be taken for lunch, this being equal to 7.5 - hour work day, by the immediate supervisor, subject to approval of the Superintendent of Schools. On days school is not in session, each full-time clerical employee will be assigned a 7.5 - hour work day, one-half hour of which shall be taken for lunch. As secretaries are salaried personnel, it may be occasionally necessary to request services beyond these hours. However, if the employee is requested to work beyond the regular work day, or the work load is such that deadlines have to be met that cannot be accomplished during the regular work hours, the employee shall be reimbursed at the percentage of 1/1950 of the employee's salary for each hour of overtime up to 40 hours, and time-and-one-half for over 40 hours; or be provided compensatory time.
- C. Those employees who are on full-time duty during their lunch time shall be paid accordingly. This pay will be granted upon the recommendation of the immediate supervisor.
- D. Teacher aides and teacher assistants will be assigned working hours and will receive notification with regard to the expected assignment as part of the annual notice of appointment. In most cases this notification will occur prior to the start of school in September, however, because of changes in the student population and the needs of the District, this notification of assignment can only represent a tentative assignment and is subject to change.
- E. The employees agree to rotate all lunch and coffee breaks so that at least one person is on duty at all times during the school day in the general or central office of each school building.
- F. Inclement Weather

When school for students is closed because of inclement weather or other emergency reasons the procedure is as follows:

10 Month Employees: 10 month employees shall not be required to work for the first three (3) closures in any school year and they shall receive their normal daily wage. If the District must have make-up days for students, 10 month employees shall be required to report to work, unless excused by the Superintendent, and they shall not receive any additional pay for up to three (3) days.

12 Month Employees: All 12 month employees are generally to report for work as soon as it is reasonably safe for them to so report. There will be some degree of flexibility necessitated by weather conditions which is to be tolerated and this may mean that a certain employee may come to work later than a scheduled starting time. In cases where it is not possible to attend work, a 12 month employee shall notify her/his immediate supervisor (i.e. the Principal) and may use personal leave, vacation time to his/her credit or may be granted leave without pay by the Superintendent for the absence.

- G. When required by the Building Principal to remain at school beyond the teacher aides or assistants normal work day, the employee will be paid at the employee's regular hourly rate of pay in quarter hour segments, or the employee will be awarded compensatory time off at the option of the District.

H. Registered Professional Nurses

These employees are required to be at their respective duty stations when school is in session. The District agrees that these employees work schedule will generally, subject to changes in the instructional schedule, coincide with the teachers' schedule at the nurse's respective building.

At various times during the school year nurses remain after their required hours for athletic physicals and meetings of the Committee on Special Education.

ARTICLE XI
Retirement

- A. The Board of Education of the Union Springs Central School District will adopt the New York State Retirement Plan 75i for all Tier 1 and Tier 2 members of Local 200 United, SEIU. The adoption of this plan will become effective July 1, 1989.

Tier 3 and Tier 4 members of the unit will continue to be covered under New York State Retirement Plans A-14 and A-15.

- B. Teacher Assistants may be required to join the New York State Teachers Retirement System, as stipulated by law.
- C. A unit member having more than twenty (20) years of service to the District, may upon retirement, be paid a sum of money based on the following formula: fifty percent (50%) of the eligible member's accumulated sick leave days multiplied by twenty-five percent (25%) of the employee's daily rate of pay.

This section is not to be applied in any retroactive manner. It is only to be effective after the date of ratification by the Union and after approval of the Board of Education.

A unit employee who resigns or is terminated shall not be eligible for the terms of this section.

- D. The Board of Education shall adopt the New York State Employees Retirement System Plan 41J for all eligible employees upon its approval of the 2006-2009 agreement.

ARTICLE XII
Wages

- A. Wages and Salary

Increase the salary/hourly rate of each returning bargaining unit member, except nurses, as follows:

2006-2007	4.0%
2007-2008	4.0%
2008-2009	4.0%

Increase the salary/hourly rate of returning RN or LPN as follows:

2006-2007	6.0%.
2007-2008	6.0%
2008-2009	6.0%

B. Starting Salaries

Effective July 1, 2006, the minimum starting salaries or hourly rates shall be as follows:

Typist	\$19,490.00
Registered Nurse	\$20,015.00
Teacher Assistants	\$10.44/hour
Teacher Aides	\$8.43/hour
LPN	\$9.74/hour
Clerk	\$9.49/hour

Effective July 1, 2007, the minimum starting salaries or hourly rates shall be as follows:

Typist	\$19,880.00
Registered Nurse	\$20,415.00
Teacher Assistants	\$10.65/hour
Teacher Aides	\$8.60/hour
LPN	\$9.95/hour
Clerk	\$9.68/hour

Effective July 1, 2008, the minimum starting salaries or hourly rates shall be as follows:

Typist	\$20,278.00
Registered Nurse	\$20,823.00
Teacher Assistants	\$10.86/hour
Teacher Aides	\$8.77/hour
LPN	\$10.15/hour
Clerk	\$9.87/hour

- C. Any unit employee who has not served one full year as of July 1st of any applicable school year shall receive a pro-rated percentage increase according to the months of service.
- D. To the extent practicable, the District will attempt to pay hourly employees in equal paychecks throughout the work year. This is subject to additional hours being worked or fewer hours being worked in which case a unit member's paycheck will be adjusted. This is offered as a convenience to the unit employees and is, in no way, a guarantee of an equal paycheck every pay period.

E. Merit Advancement, Increments, and Evaluations

Part-time clerical employees shall be placed on the salary schedule and paid according to hours worked, correct rating and years of service based on total accumulated hours.

Any credit to new employees for previous experience outside the school district shall remain a prerogative of the employer.

An annual evaluation will be conducted by each employee's immediate supervisor prior to May 1 and will be reviewed with employee. After such review, the immediate supervisor shall submit a copy of the completed form to the Superintendent of Schools, including recommendations.

F. Longevity Incentive

All employees shall receive a longevity payment added to their base salary as follows:

After 10 years of service	\$300
After 15 years of service	\$800

Note: The foregoing longevity amounts are not cumulative. For example, an employee with fifteen (15) years of service will receive \$800 not \$1100.

Employees with less than ten (10) years of service who previously received longevity will no longer receive longevity. Employees who received longevity in the 2006-2007 school year, but are no longer eligible under the foregoing provisions, shall not be required to return any money to the District.

Employees with ten (10) years of service who received longevity in the 2006-2007 school year in an amount less than \$300 will receive a retroactive adjustment.

Employees with fifteen (15) years of service who received longevity in the 2006-2007 school year in an amount less than \$800 will receive a retroactive adjustment.

G. Teacher Aides & Teacher Assistants

1. Teacher aides and teacher assistants will be hired based upon the recommendation of the immediate supervisor to the Superintendent and subsequent approval by the Board of Education.
2. An employee substituting in an office more than three (3) days shall be paid either the teacher aide salary or the basic typist rate, whichever is greater.

ARTICLE XIII
Workshops and Conferences

The employer may allow the employees of the unit to attend workshops, conferences, and similar meetings which will improve or maintain skills expected of clerical and secretarial personnel at the expense of the District. Such approval will require a written recommendation of the immediate supervisor to the Superintendent of Schools and his/her recommendation and subsequent approval of the employer.

Four (4) bargaining unit secretaries shall be allowed to participate in regular evening meetings of the Cayuga County Educational Secretaries Association at District expense. The expense to the District will consist of dinners only. Secretaries will use their own means of transportation to attend these meetings. Participants must be members of the Cayuga County Educational Secretaries Association.

The opportunity to attend workshops, conferences, and similar meetings is open to all employee job classifications covered by this Agreement.

ARTICLE XIV
Building Use

The unit represented by the Union agrees to file with the employer building request forms in order to use any building in the school district for its use. The Board of Education shall grant permission for such usage according to existing Board policy, Education Law, and the Commissioner's Regulations for use of school buildings.

ARTICLE XV
Breaks

For secretarial employees, all breaks will be limited to ten (10) minutes in the morning and ten (10) minutes in the afternoon, or they may be taken for granted by the employee's immediate supervisor. If an employee has requested that a deferred break be used to shorten the work day or to lengthen a lunch period, the immediate supervisor may grant or deny such request. In any case where the request is granted, no more than ten (10) minutes may be applied to either shorten the day or lengthen the lunch period. Each such request is a separate request. Denials are neither subject to review nor to the grievance procedure. During breaks, arrangements will have to be made to cover the office during the break.

ARTICLE XVI
Notification of Employment -- Teacher Aides

The employer agrees to notify teacher aides regarding their employment for the school year at the earliest possible date pending appointment by the Board of Education.

ARTICLE XVII
College Courses, In-Service and Co-Curricular Pay

The District shall reimburse employees covered by this agreement for any course taken relative to the employees' job in an amount not to exceed \$180.00.

All courses shall have the prior approval of the immediate supervisor and the Superintendent.

In-Service: All in-service shall have the prior approval of the immediate supervisor and the Superintendent and shall be paid at the employee's regular hourly rate.

Co-Curricular Pay: Employees who are assigned such duties shall be paid according to the teachers' agreement.

ARTICLE XVIII
Seniority List

The district agrees to provide a unit seniority list, including those eligible for longevity, to the Unit President in September starting with the 2004-2005 calendar year.

ARTICLE XIX
Management Rights

It is the intention of the parties that all of the rights, powers, and authority that the District had prior to the signing of this agreement are retained by the District and that with the exception of specific provisions of this agreement the District shall have right to manage its affairs.

The School District retains the sole and exclusive right to manage its business and services and to direct the working force; the right to decide the number and location of service operations and schools, what services are to be offered to the public, and the methods, processes, and means used in operating its schools and services, and the control of the buildings, land, and grounds, materials, machinery, and all equipment which may be used in the operation of its business or in supplying its services; to determine the numbers and duties of employees; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend with or without pay and discharge employees, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; determine whether or not to subcontract, and to make rules and regulations pertaining to employees covered by this agreement which do not contradict the terms of this agreement; to determine the starting and quitting time and the number of hours to be worked.

The School District reserves the right to reduce the work force by layoff, reduction in force and/or job abolition at any time as conditions demand.

In the exercise of such rights above, the management of the District shall comply with the provisions of this agreement.

ARTICLE XX
Job Abolition, Layoff, and Recall

A. Competitive Civil Service Positions

When a layoff or reduction in force is to occur, all competitive civil service positions in the bargaining unit will be subject to the provisions of the New York State Civil Service Law with regard to any such layoff and with regard to placement upon a preferred eligible list for reappointment.

B. Non-Competitive, Labor Class Civil Service Position & Other Positions

When a layoff or reduction in force is to occur to any non-competitive and/or labor class or other unit employee, the layoff will be governed by job title and seniority. The least senior employee in each job title will be the first employee to be laid off, providing however, that the replaced employee (the one who is to go) has the same title, and is in the same department and in the same bargaining unit.

If an employee cannot replace anyone within the employee's title because the employee lacks the seniority to do so, the employee may retreat to a job title formerly held by that employee on a permanent basis; and, that employee may replace an employee in this retreated job title, if the employee has greater seniority in the retreated job title than another employee and if the employee had formerly rendered satisfactory service in the retreated job title; and if the employee is qualified for the retreated job title.

For this section only, seniority is defined as the length of continuous service within a particular job title. Employees who work less than forty (40) hours a week will accumulate seniority relative only to other part-time employees in the same job title. Part-time employees who have no break in service and who after employment as a part-time employee later become a full-time employee will have seniority computed on a pro-rata basis for the actual time worked. The formula for computing seniority in a job title will be: actual hours worked per year multiplied by years of part-time service divided by 2,080 hours (52 weeks X 40 hours = 2,080 hours).

Recall. Employees who have been laid off will be placed on a rehire list for a period of two (2) calendar years. The last employee in this category who was laid off will be recalled first if that employee is qualified for the vacancy. Those recalled within two (2) calendar years of the date of actual layoff will have the benefits of accrued sick leave restored to them.

ARTICLE XXI
Dues Deduction

- A. The District hereby agrees to deduct on a uniform basis, from the pay of each employee covered by this Agreement, the amount of money in payment of dues to the Union for those employees who have authorized such deductions. The District agrees to remit these dues on a uniform basis to the SEIU Local 200 United office in Syracuse, New York together with a list of names of employees from whose pay such deductions were made on or about the 10th day of the month following the month in which the deductions are made.

- B. Within thirty (30) calendar days after the Agreement is ratified by both parties, and otherwise during the months of October and March, the District agrees to supply to the Division President at Union Springs a list containing the full names, job titles, and first day of employment of all employees in the bargaining unit.
- C. The Union will certify to the Superintendent in writing of the current rate of its membership dues. If the Union changes the rate of its membership dues, it will give the Superintendent thirty (30) days notice prior to the effective date of such change.
- D. Newly hired employees who are in the bargaining unit and who authorize deductions of dues, will have deductions made according to a pro rated annual dues schedule.
- E. VOTE/COPE

The District agrees to deduct from the salaries of bargaining unit members an amount of money that said members individually and voluntarily authorize the District to deduct and transmit such monies promptly to SEIU VOTE/COPE. The bargaining unit member's authorization shall be in writing by a uniform card furnished by the Union.

The Union assumes responsibility for the proper withholding of funds from bargaining unit members for VOTE/COPE, and shall save harmless the District for liability arising out of the withholding of such funds.

ARTICLE XXII
Paychecks

Ten (10) month employees who are members of the New York State Teachers' Retirement System shall have the option of receiving their pay over twelve (12) months similar to teachers (last pay is a balloon payment).

ARTICLE XXIII
Duration Clause

This agreement shall continue in effect from July 1, 2006 to June 30, 2009.

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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."

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement.

Linda Rice
Linda Rice
Superintendent of Schools
Union Springs Central School District

Dated: 12/7/06

Jerry Dennis
Jerry Dennis
Service Employees International Union
Local 200 United

Dated: 11/28/06