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**Contract Database Metadata Elements**

Title: **Charlotte Valley Central School District and Charlotte Valley Non-Teaching Association (2002)**

Employer Name: **Charlotte Valley Central School District**

Union: **Charlotte Valley Non-Teaching Association**

Local:

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Charlotte Valley Central School  
District And Charlotte Valley  
Nonteaching Persnl

AGREEMENT BETWEEN THE  
CHARLOTTE VALLEY NON-TEACHING PERSONNEL  
AND  
SUPERINTENDENT OF SCHOOLS  
OF THE  
CHARLOTTE VALLEY CENTRAL SCHOOL DISTRICT

THREE YEAR CONTRACT  
2002-03 2003-04 2004-05

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## ARTICLE 1 - RECOGNITION

### 1.1 Agreement

This agreement made and entered into this 1<sup>st</sup> day of July, 2002 by and between the Charlotte Valley Non-Teaching Association (hereinafter referred to as the "Association") and the Superintendent of Schools of the Charlotte Valley Central School District (hereinafter referred to as the "Superintendent") and contains the full and complete commitment between the parties resulting from negotiations conducted pursuant to Chapter 392 of laws of 1967.

### 1.2 Recognition

By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent the majority of the non-teaching employees in the District, the Board hereby recognized the Association as the official negotiating agent for all full time non-teaching staff employed by the District, and for bus drivers, aides, and cafeteria personnel, except District treasurer, district clerk-secretary, district tax collector, head mechanic-driver, director of buildings and grounds, and cafeteria manager.

### 1.3 Principles

Right to join or not join - It is recognized that employees have the right to join, or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment

## ARTICLE 2 - DEFINITIONS

### 2.1 Full-time employee(s)

2.1.1 Twelve month: A person who works at least eight (8) hours per day, twelve months a year for Charlotte Valley School District in any capacity whatsoever.

2.1.2 Ten month: A person who works at least twenty (20) hours per week, ten months per year for the Charlotte Valley School District.

### 2.2 Retirement

Retirement will be defined as retirement from the New York State Retirement System. If the employee is not a member of the retirement system, he/she could

receive this benefit if he/she would be eligible to retire under the system had he/she been a member from the beginning of employment.

### 2.3 Seniority

Shall be defined as the last date of hire, by the School District, within the current classification.

## ARTICLE 3 - PROCEDURES FOR CONDUCTING NEGOTIATIONS

### 3.1 The Process

3.1.1 No later than February 1st of the year of expiration of this agreement, but in no case prior to January 15th, the Superintendent or his/her designee shall, upon request, meet with designated representatives of the Association to begin negotiations over a successor agreement.

3.1.2 The Association and the District shall exchange proposals for amending the agreement at the first negotiating session.

3.1.3 All subsequent meetings will be scheduled by mutual agreement of the parties as necessary to effect an agreement but in no case shall be held during the school day.

3.1.4 When agreement is reached covering the areas under negotiations said agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval.

3.1.5 In case of impasse, the parties will adhere to the rules of procedure of the Public Employment Relations Board.

3.1.6 Copies of the agreement will be prepared by the Superintendent and distributed to all personnel in the unit.

### 3.2 Implementation and Amendment

This agreement shall become effective upon its ratification by the Union and the approval of the Board of Education. It may be amended only by mutual consent of the parties with written evidence of said consent being presented to the parties.

## ARTICLE 4 - GRIEVANCE PROCEDURE

### 4.1 Definition:

A grievance is defined as an alleged violation of the terms of this agreement. A grievance must be submitted to the supervisor within ten (10) working days of the occurrence of the alleged event.

### 4.2 Stage I

The employee orally and informally confers with the immediate supervisor to make known an existing grievance. The aggrieved employee has the right to the assistance of a representative at any or all stages. If the matter cannot be settled, resolved or clarified to the satisfaction of the employee, then:

### 4.3 Stage II

4.3.1. If the grievance is not resolved at Stage I within five (5) working days of its presentation, the employee will submit to his/her immediate supervisor and subsequently to the Superintendent a written statement defining the grievance.

4.3.2. In all cases, a copy of this written grievance will be delivered to the Superintendent of schools at this time. Grievances of an appropriate nature will be referred to the Superintendent as an integral step of this grievance procedure.

### 4.4 Stage III

4.4.1 If the matter is not settled, resolved or clarified for the employee within fifteen (15) days, then:

4.4.2 The employee may request through the Superintendent, a hearing with the Board of Education at its next regular meeting. The Superintendent may resolve with the employee the question of the need for an earlier meeting.

4.4.3 Unless otherwise mutually agreed upon, a decision on the matter presented will be made within fifteen (15) days by the Board of Education.

### 4.5 Stage IV

All decisions involving non-teaching personnel rendered by the Board of Education may be appealed to the Commissioner of Education.

## ARTICLE 5 - SICK LEAVE

5.1 For all full time staff and full time drivers as defined in ARTICLE 2 – DEFINITIONS, 2.1, sick leave of one day per month of employment will be provided with an accumulation not exceeding 190 days. A doctor's excuse may be required after three consecutive days absent, or if the District believes there may be abuse of leave time.

5.2 In cases of extended illness, jobs will be held open for one year, at which time the Board will determine a person's ability to perform the necessary work.

### 5.3 Workers' Compensation-

An employee absent on Workers' Compensation Disability may elect, in writing, to use any accumulated sick leave. The Workers' Compensation daily disability payments will then be assigned to the District and the employee will, in turn, have accumulated sick leave replenished by the ratio of the amount of daily disability to the amount of regular daily pay. The employee will have only the amount of sick leave actually taken for such disability replenished and any excess monies will be returned to the employee.

## ARTICLE 6 - PERSONAL BUSINESS LEAVE

6.1 For all full time staff and full time drivers as defined in ARTICLE 2 – DEFINITIONS, 2.1, three (3) days personal business leave may be requested for personal business that cannot be transacted during non-school hours. Requests must be in writing at least twenty-four (24) hours prior to the time being requested to the Principal or Superintendent. Reason from List I must be stated:

6.1.1 List I: The following are sufficient to warrant a personal business day:

- Funeral of relative or close friend.
- Wedding within immediate family (inc. Self).
- Graduation of child, spouse, or self.
- Paternity.
- Real Estate closing.
- Legal business.
- Emergency accident within the family, relative.

6.1.2 List II: The following are not sufficient to warrant a personal business day:

Vacation, shopping  
Athletic and/or recreational activities.  
Day preceding or day following a vacation, except as it applies to List I.  
Convention or trip not applicable to school business.  
Personal convenience, or enjoyment.  
Banking unless it applies to reasons in List I above.

6.2 At the end of each school year, all unused personal business days will be added to employees accumulated sick days.

#### Article 7 - BEREAVEMENT

7.1 Three (3) days per occurrence for death in the immediate family, (spouse, children, father, mother, brothers, sisters, mother-in-law-, father-in-law, brother-in-law and sister-in-law.)

7.2 The Superintendent may at his discretion expand the definition of the term "immediate family". Unused personal business days may also be used for this purpose. Additional days may be granted at the discretion of the Superintendent or his designee.

#### ARTICLE 8 - VACATIONS

8.1 Twelve month full-time employees only:  
1-5 years - ten (10) days  
6 years and over - fifteen (15) days

8.2 Custodians may take up to two (2) weeks during the regular student school year. One of these weeks must be a student vacation week. Any remaining time beyond the two (2) weeks must be taken at a mutually convenient time during the summer months.

#### ARTICLE 9 - UNPAID LEAVES

9.1 Child Care A male or female employee may apply for a child care leave, without pay, of up to one year. Said employee shall notify the Superintendent in writing of his/her desire to take such leave and except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the unpaid child care leave is to begin. However, the mother and father will not be entitled to both be on this leave at the same time. Health insurance, if requested, will be paid for by the employee during this absence.



9.2 In cases of extended illness, jobs will be held open for one year, at which time the Board will determine a person's ability to perform the necessary work.

### ARTICLE 10 - HOLIDAYS

10.1 Twelve month employees shall receive 13 paid holidays as follows:

1. New Year's Day
2. Martin Luther King Day
3. Washington or Lincoln
4. Good Friday
5. Memorial Day
6. Fourth of July
7. Labor Day
8. Columbus Day
9. Thanksgiving
10. Day after Thanksgiving
11. Veteran's Day
12. Day before Christmas
13. Christmas Day

### 10.2 Holiday Overtime

Time and one-half rate will be paid for required work on holidays and Sundays providing the work period exceeds the 40 hour limit. If one of the paid holidays falls on Saturday or Sunday, they will be given a day off to compensate. All overtime must be authorized by the Superintendent.

### ARTICLE 11 - HEALTH INSURANCE

11.1. For employees continuously employed prior to September 1, 1993, the District will pay up to the following dollar/percentage units per month, for all persons working twenty (20) or more hours per week:

87% Family

95% Individual

Employees in this category working less than twenty (20) hours per week may join the District health insurance plan, if they assume the total cost themselves.

11.2 For new employees continuously employed since September 1, 1993, the District will pay 85% - 15% co-pay toward the individual plan, 75% - 25% co-pay toward the family plan, for all persons employed over twenty-four hours per week. Persons employed less than twenty-four (24) hours per week may join the District health insurance plan, if they assume the cost themselves.

11.3 Full time drivers will be eligible for the benefit in 11.2. above according to the phase in schedule adopted by the parties.

11.4 The District will implement a Premium Only Plan (IRS 125) for Insurance deductions.

11.5 Retiree Health Insurance-District will contribute 50% of individual premium or 35% of the family premium after ten years of continuous full time service immediately prior to retirement.

## ARTICLE 12 - SALARIES

12.1. Increase to each returning individual non-teaching employee as follows:

12.1.1 2002-03

Each returning bargaining unit member will be increased \$1.00 per hour or 4%, whichever is higher.

12.1.2 2003-04

Each returning bargaining unit member will be increased \$.35 per hour or 4%, whichever is higher.

12.1.3 2004-05

Each returning bargaining unit member will be increased \$.35 per hour or 4%, whichever is higher.

12.2. Annualization of salaries

12.2.1 The District will attempt to annualize the payrolls of regular employees. All employee pay rates will continue to be hourly. Listed below are examples of the computations of the annualized salaries:

Drivers	hourly rate x 170 days x hours per day(phase in as proposed: 173 days in 02-03, no extra, no deduction; 170 days in 03-04 plus additional if drive Regents week)
Aides	hourly rate x 172 days x hours per day
Cafeteria	hourly rate x 172 days x hours per day
Custodial	hourly rate x 260 days x hours per day
Dist. Sec.	hourly rate x 260 days x hours per day

12.2.2 Adjustments to the salary, either in addition to or reduction to, will be made based upon the above formulas.

Note 1. All hourly employees must use the time clock.

12.3 Longevity - \$100.00 paid once annually as a bonus to regular salary after 15 years of service. This will be paid either in the first December pay or the last pay in June. This will be prorated if employees do not work the full year.

12.4 Bus Driver Salaries

12.4.1 Full-time driver

A driver who regularly transports students to Charlotte Valley Central School or home from Charlotte Valley Central School at least twice daily for regular scheduled instruction or a Special Education driver whose two routes conflict with the regular runs of other drivers.

12.4.2 Extra driving

The transporting of students to any activity other than regularly scheduled instruction-"late bus" constitutes extra driving.

12.4.3 Late bus

The transporting of students home from school after detention or other extra-curricular activities. Buses will leave the school each day according to a scheduled set time. Any variances must be approved by administration in advance.

12.4.4 Special Runs

The transporting of students to another educational site, including parochial runs and special education runs. The students may be transported from their home or a school site. These runs are in addition to the normal a.m. and p.m. runs.

12.4.5 Regular Salary (Beginning Rate)  
2002-05 \$7,450

12.4.6 Regular School Extra Trips  
2002-05  
Hourly \$10.50  
Trip \$11.15

12.4.7 Athletic Trips (one way miles)

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Short (0-20 mi.)	\$62.00	\$63.00	\$64.00

Medium (21-35 mi.)	\$66.00	\$67.00	\$68.00
Long (over 35 mi.)	\$71.00	\$72.00	\$73.00

<u>Short Trips</u>	<u>Medium Trips</u>	<u>Long Trips</u>
Delhi	Andes	Bainbridge
Jefferson	Franklin	Cherry Valley
Oneonta	Gilbertsville/Mt Upton	Cobleskill
Schenevus	Gilboa	Cooperstown
South Kortright	Laurens	Downsville
Stamford	Milford	Edmeston
Worcester	Morris	Hunter
	Richmondville	Unadilla Valley
	Roxbury	Windham
	Unatego	Schoharie
		Margaretville

\*Sectional games beyond 35 miles to be paid hourly rate as in 12.4.6.

#### 12.4.8 Assignment of extra trips:

All extra trips will be assigned by the Transportation Coordinator according to an equitable method of distribution. Seniority will be a key factor.

#### 12.4.9 Special Runs

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Annual stipend	\$5,150	\$5,250	\$5,350
Deduction for absence of driver or student	\$15.00	\$15.25	\$15.50
No show students, driver to receive 1/2 of trip rate	\$7.50	\$7.60	\$7.75

#### 12.4.10 Substitute Drivers

If regular driver is a substitute, he/she will receive the per trip rate of the Special Run salary.

12.5 Bargaining unit members shall be paid his/her hourly rate while attending District directed courses, meetings, including those required to obtain or maintain licensing or certification. Drivers will be compensated at the Extra Trip Hourly Rate.

## 12.6 Custodial Night Rate

A shift differential of \$.25/hr. shall be paid to those who are assigned a regular shift with a majority of hours falling between 3:30 p.m. and 7 a.m.

## 12.7 Uniform Allowance

\$80.00 per year custodial and cafeteria uniform allowance. The allowance will be in the form of a school account that eligible employees may order against. A list of acceptable uniform items will be developed

12.8 The Charlotte Valley Central School Board of Education reserves the right to grant up to five years of credit to new employees.

## 12.9 Show Up Time

12.9.1 Special Education Aides who show up for work to find that their student is not in or that work is not available and the Aide was not previously notified not to show up will be compensated for one hour of show up time. This one hour is not in addition to any work that may be done after he/she has reported, but included in it.

12.9.2 Any unit member who is called to work for a period of time which does not extend directly into or beyond their scheduled work time shall receive a minimum of two hours pay.

12.10 When the Superintendent or his/her designee closes school, after the school day has commenced, because of inclement weather or other situations (e.g., gas water, power, or mechanical equipment failure), a full days' salary will be paid.

12.11 If a bargaining unit member is pre-approved to use his/her personally owned vehicle in the performance of District business, he/she shall be paid at the current IRS rate.

## 12.12 Overtime

Each bargaining unit member that works more than forty (40) hours in a workweek shall be paid one and one-half times his/her regular hourly rate for all such additional time.

## ARTICLE 13 - RETIREMENT

### 13.1 Incentive

A retirement incentive is available to full-time employees with at least ten (10) consecutive years of service prior to retirement subject to the following conditions.

13.1.1 The employee must retire at the completion of the schoolyear in which he/she is first eligible to retire under the New York State Employees' Retirement System without a reduced benefit.

13.1.2 The employee must submit an irrevocable letter of resignation in a form acceptable to the Superintendent. Said letter shall be submitted prior to January 1 of the school year in which the employee will retire.

13.1.3 The benefit amount will be equal to the number of accumulated sick days with the District, times (X's) \$10.00.

13.1.4 Payment will be made in the next fiscal year in one of the following methods to be chosen by the employee:

13.1.4.1 A lump-sum payment in the first payroll in July.

13.1.4.2 Equal monthly payments to be made in July, August, and September of the calendar year of retirement.

### 13.2 41-j

The District will adopt 41-j of the New York State Employees' Retirement System. If available, employees will have the option of either using the Retirement Incentive or 41-j, but not both.

## ARTICLE 14

### 14.1 Job Description Notice

Each new employee will receive a job description notice, upon approval of the Board of Education. If there is a change in employee's job description, the employee will be given a copy of his/her particular job description at that time.

### 14.2 Vacancies

The District shall post announcements of all vacancies and new positions for five (5) workdays. The school office will send a letter to interested employees if they leave a self-addressed envelope with the office for use during the summer months.

Qualified unit members may be given preference in hiring based on seniority, at the discretion of the District.

14.3 Reduction of Staff

Employees, excluding those aides with particular student(s) assignments, with the least seniority will be laid off first in the classification. To be excluded from this provision, the aide must be notified of the particular student(s) assignments or the special personal qualification he/she brings to the assignment that would make him/her exempt.

ARTICLE 15 - DURATION OF AGREEMENT

15.1 This agreement shall be in force and effect from July 1, 2002 through June 30, 2005.

15.2 This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in a written and signed amendment to this agreement.

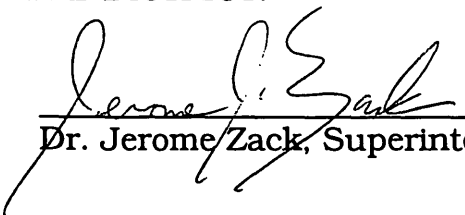
15.3 As per Section 204-a of the Taylor Law:  
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

15.4 If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

FOR THE ASSOCIATION

FOR THE DISTRICT:

  
Sterling Carrington, President

  
Dr. Jerome Zack, Superintendent

July 1, 2002  
Date

7-1-02  
Date