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AID/9143

Agreement Between

NEWARK VALLEY UNITED SUPPORT AIDES

And

**NEWARK VALLEY CENTRAL SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS**

July 1, 2007 – June 30, 2010

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



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ARTICLE 1 Recognition

1.1 The Newark Valley Central School District recognizes the Newark Valley United Support Aides (NVUSA) as the exclusive negotiating agent for the bargaining unit. The District extends to the NVUSA the right of unchallenged representation as set forth in Section 204 of the Public Employees Fair Employment Act. Such representation includes and is limited to personnel employed by the Newark Valley Central School District in the positions listed below and excludes substitute aide positions:

- 1.1.1 Building Aides
- 1.1.2 Cafeteria Aides
- 1.1.3 Classroom Aides
- 1.1.4 Computer Lab Aides
- 1.1.5 Special Education Aides

ARTICLE 2 Payroll Deductions

2.1 Dues/Agency Fee Deductions

- 2.1.1 The District agrees to deduct dues in an amount specified by NVUSA for local, state, and national employee organizations from each of the members of the bargaining unit who so authorize in writing. When the rate of dues changes, NVUSA will give the District thirty (30) days written notice.
- 2.1.2 The District and NVUSA recognize that the negotiations and administration of collective agreements and related activities entail expenses, which are appropriately shared by all employees covered by such agreements. It is further recognized that NVUSA by reason of its status as the “Exclusive representative” of all employees in the negotiating unit is obliged to fairly represent all such employees without regard to their membership in NVUSA.
- 2.1.3 The District will deduct dues/agency fees over twenty pay periods and will transmit said monies to NVUSA on a per pay period basis.
- 2.1.4 Aides employed after the start of dues/agency fee deductions shall have said deductions made from their paychecks commencing with their first paycheck on a prorata basis.

2.2 Payroll Deductions

2.2.1 Tax Sheltered Annuities (TSA)

- 2.2.1.1 Any bargaining unit member shall be allowed to participate in a tax sheltered annuity plan, as provided for by the Internal Revenue Code, selected by the member from the District list of current providers upon written notice from the employee. The District shall provide the necessary procedures for payroll withholding to the employee. The District shall transfer said withholdings within five (5) business days to the proper TSA company.

2.2.1.2 Initial enrollments and changes in deductions for TSA are limited to the following times:

2.2.1.2.1 First two (2) weeks in October

2.2.1.2.2 First two (2) weeks in January

2.2.1.2.3 First two (2) weeks in May

2.2.2 NYSUT Benefits Trust

2.2.2.1 Payroll deduction for the NYSUT Benefits Trust will be available to those members of the bargaining unit who authorize such deductions in writing.

2.2.3 VOTE/COPE

2.2.3.1 The District agrees to deduct voluntary contributions in an amount specified by the Chairperson of NVUSA for VOTE/COPE from each of the members of the bargaining unit, who so authorize in writing. Such voluntary deductions shall be withdrawn from the paychecks of all participating employees in a single pay period specified by the chair of NVUSA upon at least thirty (30) days notice to the district.

2.2.4 Flexible Spending Account (see Article 6.4)

2.2.4.1 Payroll deductions for a Flexible Spending Account selected by the District will be available to those members of the bargaining unit, who authorize such deductions in writing.

2.2.4.2 Enrollment forms in the Medical Care Reimbursement Account and the Dependent Care Reimbursement Account should be returned to the Business Office within ten (10) school days after the distribution of the flex spending informational form.

2.3 Direct Deposit

2.3.1 Direct bank/credit union deposit of paychecks to the current District list of banks will be provided to those wishing to use this option give written notification of thirty (30) days to the District.

ARTICLE 3 Vacancies, Assignment, Transfer and Layoffs

- 3.1 Notification of vacancies for non-instructional positions in the District will be given to the Chairperson of the NVUSA as soon as the decision is made to seek applicants to fill the vacancy. Notice of such vacancies will be posted on bulletin boards in each building.
- 3.2 Employees who desire to apply for such vacancies shall submit a written application to the District Office within five (5) workdays of the posting.
- 3.3 Qualified personnel from within the system will be granted an interview upon request.
- 3.4 Appointment to vacancies will be made by the Board of Education upon the recommendation of the Superintendent of Schools.
- 3.5 All assignments at the time of entry into the service of the Newark Valley Central School District are made by the Superintendent of Schools.
- 3.6 Transfers of personnel in the same seniority category are made by the Superintendent of Schools or his or her designee whenever the best interests of the District will thereby be served. A meeting between the employee and his/her immediate supervisor shall take place before any transfer is effected. At such meeting the employee may have the opportunity to have present a representative of his or her choice. The employee shall have the opportunity to request a meeting with the Superintendent of Schools to discuss the transfer.
 - 3.6.1 Transfers of personnel into a different seniority category will occur strictly on a voluntary basis.
 - 3.6.2 Bargaining unit members who transfer into a different aide seniority category will maintain their accumulated leave, date of hire, and district longevity. Said transfer will be considered a reappointment not a resignation.
- 3.7 As vacancies occur, the District will consider combining aide assignments so as to increase the hours per day worked by current staff. It is understood that the best interest of the District, as determined by the Superintendent of Schools, must be served in such consolidation of job assignments. When job consolidation occurs in different seniority areas the aide shall remain on their pre-consolidation seniority list.
- 3.8 **PROCEDURE FOR POSTING AND FILLING AIDE POSITIONS**
 - 3.8.1 **STEP ONE: POSTING**
 - 3.8.1.1 When an aide position becomes open and unencumbered through transfer, retirement, resignation or death, or if a new aide position is established during the instructional calendar year, it shall be posted in the main office of each school building within five (5) workdays. The posting should include the following information: job title, hours of employment, minimum hourly wage and immediate supervisor to whom letter of interest should be sent.

3.8.1.2 Any aide wishing to be notified of vacancies during the summer shall submit union provided postcards addressed to their summer address to the district office. The district office shall mail summer vacancies to the interested unit members – via these postcards. During the period between the last work day of one instructional calendar year and the first work day of the next instructional calendar year, any open and unencumbered aide position shall be brought to the attention of the interested aides within five (5) work days.

3.8.2 STEP TWO: SIGN UP

3.8.2.1 All interested aides currently working within the vacant job title shall notify the administrator noted on the posting, in writing within five (5) workdays of the posting. Aides with a different job title than the current vacancy shall have the right to apply for a transfer in accordance with section 3.2 above.

3.8.2.2 Any aide interested in applying for a vacancy over the summer months shall apply verbally or in writing to the district office within five (5) workdays of the summer mailing notification.

3.8.3 STEP THREE: ASSIGNMENT

3.8.3.1 Consistent with the language expressed in Section 3.8.5.2, the most senior aide desiring to fill the open and unencumbered posted aide position shall be assigned to said position by the Superintendent of Schools within ten (10) workdays from last date of sign up (3.8.2)

3.8.4 STEP FOUR: VACANCY

3.8.4.1 When no aides express an interest in a vacancy, the vacancy shall be filled at the discretion of the District.

3.8.5 NOTES:

3.8.5.1 The vacancy shall be posted on the bulletin board in each school building for five workdays following notification of the Chairperson or his/her designee during which time signups will occur. Assignments will be made by the Superintendent of Schools within the next ten (10) workdays from the last date of sign up, unless such transfer is from a non-competitive Civil Service title to a competitive Civil Service title when local Civil Service rules will control.

3.8.5.2 While seniority will be a primary factor of consideration for assignment, it is understood between the parties that other factors may preclude an assignment on specific jobs in the best interest of the District. It is further understood that the District's hiring decisions are final and not subject to the grievance procedure.

3.8.5.3 Secondary aide transfers to an open and unencumbered positions during an instructional calendar year shall be limited to a maximum of six (6).

3.8.5.3.1 Primary Transfer: Any aide transfer to an open and unencumbered position resulting from retirement, resignation or death of an aide.

3.8.5.3.2 Secondary Transfer: Any aide transfer to an open and unencumbered position resulting from a transfer.

3.9 Seniority

3.9.1 Seniority, layoff, bumping and recall for competitive employees shall be in accordance with Tioga County Civil Service Rules and Regulations. For non-competitive and labor class employees the following language will be controlling.

Seniority defined. The term seniority means the length of continuous service to the District while a member of this bargaining unit. Continuous service is not broken due to prior layoffs or leaves of absence without pay.

3.9.2 **Application of seniority.** Seniority will control in matters of layoff and recall.

3.9.3 **Seniority lists.** The District will create five separate and distinct seniority lists of all unit employees based on their job titles listed below. Said lists will be provided to the association annually.

- 3.9.3.1 Building Aides
- 3.9.3.2 Cafeteria Aides
- 3.9.3.3 Classroom Aides
- 3.9.3.4 Computer Aides
- 3.9.3.5 Special Education Aides

3.9.4 **Placement on lists.**

3.9.4.1 An employee will be placed on the seniority list in accordance with his/her years of service. An employee's original date of hire in this bargaining unit controls his/her placement on the list.

3.9.4.2 Time spent on a leave without pay of twenty (20) or more consecutive days shall be deducted from an employee's total years of service and such deduction may result in an employee with an earlier date of hire having less seniority than an employee with a later date of hire.

3.9.4.3 If two or more employees have the same date of hire, the most senior person on the seniority list will be in accordance with their total service in the District. For example, if an employee were hired on September 1, 1985 as a classroom aide and has no prior service in the District and another employee were hired on the same date as a classroom aide with two years' prior service as a bus driver, then the latter employee will be senior to the former employee.

- 3.9.4.4 Absent paragraph 3.9.4.3, if two or more employees have the same date of hire, the most senior person on the seniority list will be the first person listed on the approved Board of Education minutes.
- 3.9.5 **Layoff.** For the purpose of reducing positions and subsequent layoff, the following procedure will prevail:
- 3.9.5.1 All employees with temporary positions will be laid off prior to permanent employees.
- 3.9.5.2 Absent paragraph 3.9.5.1, the least senior employee on each seniority list will be the affected employee subject to layoff.
- 3.9.6 **Preferred eligible list.** Laid-off employees shall have their names placed on a preferred eligible list. They shall be credited with their total years of service in the District hired as an aide. An employee's name shall remain on the preferred eligible list for three (3) years or until such time that he/she refuses an offer to return to the same or a similar position from which he/she was laid off. The term *same or similar position* means the same hours and the same or better pay. The first refusal shall result in the employee's name being removed from the preferred eligible list.
- 3.9.7 **Recall rights.** The District must offer all aide positions to the most senior employee on any preferred eligible list in reverse order of seniority.

ARTICLE 4 Employee Status and Work Week

- 4.1 Meal Periods – Unit members who are employed for six or more hours per day, and whose work hours include the hours extending from eleven o'clock in the morning to two o'clock in the afternoon are entitled to a midday meal period of thirty minutes.
- 4.1.1 The midday meal period must be scheduled with the supervisor and must be taken between the hours of eleven o'clock in the morning and two o'clock in the afternoon. The midday meal period is unpaid.
- 4.2 Break Periods – Unit members who work four consecutive hours in a day are entitled to one fifteen-minute break. Unit members who are employed for 7.5 or more hours per day are entitled to one additional fifteen-minute break. These break periods are paid time and must be scheduled with the supervisor.
- 4.3 Extra Hours – Extra hours requested of aides by instructional staff need prior approval of the building principal, to be obtained by an instructional staff person. Extra hours needed by unit members require prior approval by building principal or supervisor. All work beyond the scheduled work day requires the prior approval of the building principal or supervisor and agreement by the bargaining unit member.

ARTICLE 5 Compensation

5.1 Starting wages-the minimum hourly rate for newly hired employees are:

	2007-08	2008-09	2009-10
Special Ed	\$8.43	\$8.77	\$9.12
Classroom	\$8.32	\$8.65	\$9.00
Cafeteria	\$7.74	\$8.05	\$8.37
Building	\$8.21	\$8.53	\$8.88
Computer Lab	\$10.69	\$11.12	\$11.56

- 5.1.1 The District retains the right to hire new employees with experience at greater than the starting wage, but not higher than any current employee in the same job title with similar experience. For summer school positions, the District shall post the hourly rate for each position and post each position.
- 5.1.2 It is further agreed that if the minimum wage is increased during the life of this contract, both parties will reopen negotiations on salaries only.
- 5.1.3 It is further agreed that if a Unit Member takes on additional duties in a different job title, within the bargaining unit, compensation will be at the higher of the wage rates for the additional duties only.

— 5.2 Each returning employee in the bargaining unit year will receive a pay increase as follows:

- 2007-08: 4% increase + longevity base increase
- 2008-09: 4% increase + longevity base increase
- 2009-10: 4% increase + longevity base increase

Longevity Base Increase. For the fiscal year in which the employee has completed five (5) years of district service as an aide \$.05 per hour longevity base increase will be added to the employee’s applicable hourly rate.

For the fiscal year in which the employee has completed ten (10) years of district service as an aide \$.10 per hour longevity base increase will be added to the employee’s applicable hourly rate.

For the fiscal year in which the employee has completed fifteen (15) years of district service as an aide \$.15 per hour longevity base increase will be added to the employee’s applicable hourly rate.

The longevity base increase shall be added to the aide’s base salary at the beginning of the school year when the aide achieves the required years of service to the district.

5.2.1 Employees not completing a full year of service will receive pro rata increases.

5.3 Pay for work beyond the lawful maximum of 40 hrs. /wk. is at 1 ½ times the hourly rate. All overtime must have the prior approval of the department head. Personal leave time during the

regularly scheduled work week will not be counted toward the forty hours necessary to be paid overtime.

5.4 Work Year/Year End Leave

5.4.1 The district will schedule each unit employee for 180 work days each year. Aides will receive biweekly compensation on the basis of their hourly rate multiplied by 180 multiplied by hours worked per day divided by the number of pays. Additional days beyond the 180 day work year base necessary to fulfill the instructional calendar will be paid on an hourly, as worked basis. The District shall guarantee all employees the right to work 180 days per school year should the employee so desire. The scheduling of these 180 days shall be determined through the labor-management committee (Article 14).

5.4.2 Should there be less than 180 instructional days during any calendar year, those unit members having paid leave available to them pursuant to Section 7.1 shall be permitted to convert up to five (5) paid leave days to year-end leave. These year-end leave days may be used only during the scheduled workdays between the last mandatory student attendance day and June 30th in any year.

5.5 Longevity Service Award – Bargaining unit members shall be entitled to Longevity Service Awards as follows:

5.5.1 For the fiscal year in which the employee will complete five years of district service and each year thereafter --
2007-08: \$150
2008-09: \$175
2009-10: \$200

5.5.2 For the fiscal year in which the employee will complete ten years of district service and each year thereafter, an additional --
2007-08: \$150
2008-09: \$175
2009-10: \$200

5.5.3 For the fiscal year in which the employee will complete fifteen years of district service and each year thereafter, an additional --
2007-08: \$150
2008-09: \$175
2009-10: \$200

5.5.4 For the fiscal year in which the employee will complete twenty years of district service and each year thereafter, an additional --
2007-08: \$150
2008-09: \$175
2009-10: \$200

- 5.5.5 For the fiscal year in which the employee will complete twenty-five years of district service and each year thereafter, an additional --
 2007-08: \$150
 2008-09: \$175
 2009-10: \$200
- 5.5.6 For the fiscal year in which the employee will complete thirty years of district service and each year thereafter, an additional --
 2007-08: \$150
 2008-09: \$175
 2009-10: \$200
- 5.5.7 Longevity Service Awards will be paid in one installment on the employees' first paycheck of the fiscal year.
- 5.5.8 Said longevity service awards shall be cumulative.

ARTICLE 6 Benefits

- 6.1 The Newark Valley Central School District will provide each bargaining unit member with a choice of two (2) insurance plans. The District agrees to provide a monthly opportunity for a bargaining unit member to switch from Plan I to Plan II or vice versa.

Plan I

An indemnity health insurance plan with benefits equal to or better than those provided on June 30, 1992.

A prescription drug rider with \$1 generic/\$4 brand name co-pay. A mail order prescription drug rider with \$0 generic/\$5 brand name for a three-month supply.

The District's contribution for the individual or family plan will be 95% of the Plan II (see below) insurance premium of the individual or family policy for employees hired on or before May 31, 1993 or that work six (6) or more hours per day, 75% for employees that work at least five (5) but less than six (6) hours per day, and 55% for employees that work at least four (4) hours but less than five (5) hours per day.

Plan II

A PPO insurance plan with benefits equal to or better than the Blue Cross/Blue Shield Regionwide Blue PPO – Plan H available April 3, 2003. (see Appendix B)

The District's contribution for the individual or family plan will be 95% of the PPO insurance premium for employees hired on or before May 31, 1993 or that work six (6) or more hours per day, 75% for employees that work at least five (5) but less than six (6) hours per day, and 55% for employees that work at least four (4) hours but less than five (5) hours per day.

- 6.2 Should the District reduce the hours of an employee so that such reduction requires the employee to contribute a higher percent of their health insurance premium as indicated in section 6.1, said employee shall retain the right to continue their health insurance coverage at the previous employee contribution rate. This entitlement shall not be available to employees who voluntarily request a reduction in hours. For new hires the hours worked for determining the health insurance premium shall be the hours of employment scheduled during the pay period the employee attains civil service permanent status (26 weeks).
- 6.3 The District will provide Dental Insurance benefits through a plan known as Blue Cross/Blue Shield Schedule B and will include Basic, Additional Basic, Periodontics and Orthodontics. The District's contribution shall be at the rates identified in Section 6.1.
- 6.4 Participation in the Flexible Spending Program shall be according to the terms and conditions established by the School District.

ARTICLE 7 Absences and Leaves

7.1 PAID LEAVE

- 7.1.1 During the first year of permanent employment the District will credit 1.3 day per month until the start of the second year, when 13 leave days will be credited at the start of the school year. Starting with the second year of employment, and for each year thereafter, should a unit member leave service before the completion of the entire school year, the employee's leave days will be recalculated at the rate of 1.3 days per month for each month or portion of a month the employee actually works or is on paid leave.
- 7.1.2 For the purpose of calculating leave days, the number of hours per work day will be established at the start of each school year by the district and will be changed if assignments of employees change during the work year.
- 7.1.3 Deductions from paid leave will be made on the basis of the assigned hours when the leave was taken. Example: an employee assigned to four hours per day will be charged with .25 days for each hour of leave. An employee assigned to eight hours per day will be charged with .125 days for each hour of leave.
- 7.1.4 Accumulated Leave:
- 7.1.4.1 Unit members having accumulated more than 180 days as of June 30, 1993 will continue to accumulate unused sick days on an unlimited basis.
- 7.1.4.2 Unit members who do not qualify under Article 7.1.4.1, unused sick days will accumulate up to 180 days.

7.2 TYPES OF PAID LEAVE

- 7.2.1 Personal Sick Leave – Accumulated days may be used for personal sickness. A doctor’s certificate may be requested by the Superintendent for prolonged or frequent absences.
- 7.2.2 Family Illness – Deduction from accumulated paid leave will be allowed for serious illness in the immediate family or household of up to ten (10) days per year. The Superintendent may extend the use of accumulated days for this purpose.
- 7.2.2.1 Immediate Family is defined as husband or wife, mother (step – in-law), father (step – in-law), son (step – in-law), daughter (step – in-law), grandparents (step – in-law), grandchild (step – in-law), brother or sister (step – in-law).
- 7.2.2.2 Serious Illness constitutes any situation affecting the personal health of a member of the immediately family or household requiring immediate doctor’s care emergency treatment, hospitalization, life-threatening consequences or prolonged negative health related condition. (Routine visits to the doctor of family members which can be scheduled in non-working hours do not constitute “serious illness.”)
- 7.2.3 Bereavement Leave – Each employee within the Bargaining Unit shall receive three days bereavement leave upon a death of the immediate family or household as defined in Section 7.2.2.1 above. Each employee shall receive one day bereavement for any other relative. Bereavement leave is not deductible from any leave accumulation.
- 7.2.4 Personal Business Leave – Deduction from accumulated paid leave will be allowed for personal business leave up to a total of three (3) days per year. Such leave is to cover personal business that cannot be transacted outside regular working hours. These personal business leave days cannot be used for recreation or to extend a holiday or vacation, or for personal financial gain.
- 7.2.4.1 Personal Business Definition – Personal business is a transaction or event of immediate or pressing importance which cannot be rescheduled because of significant involvement of the individual applying for leave and other professional parties and/or institutions (e.g. acceptable business transaction – house/property closing, legal litigation, court appearance, sensitive personal matter – divorce proceedings, personal emergency – traffic accident; special event – graduation ceremonies for self or immediate family member.)
- 7.2.4.2 A personal business leave request must have prior written application through the immediate Supervisor to the Superintendent. In case of emergency, notification will be given to the supervisor by telephone or in person and a written application completed upon return to work. Except in cases of emergency, application should be filled out at least five (5) days prior to the date requested for the leave.
- 7.2.4.3 Personal business leave will not be used on the day before or immediately after a vacation or holiday. The employee need not specify the reason for

which a personal business day is to be taken. The employee certifies that the reason(s) indicated on the application is (are) a true presentation of the situation. Efforts to determine the validity of the reason indicated on the application are not precluded by this policy, although it is not intended that they shall be regularly invoked.

7.2.4.4 Unrestricted Personal Day – After five (5) years of consecutive service to the District, unit members are entitled to convert one (1) of their three (3) personal days to an unrestricted personal day. The District will generate a yearly calendar indicating fourteen (14) days deemed high use days. The unit member will be able to use said unrestricted personal day any non-high use day but must obtain permission from the building principal to take said unrestricted personal day during one of the high use days.

7.2.5 Military Leave – Leave of absence from the job will be granted under the conditions stated in Section 242-243 of the Military Law.

7.2.6 Jury Duty – In order that school employees be able to fulfill their civic obligations without loss of pay the following procedure will exist; an employee who serves on a jury will continue to receive regular compensation. The employee will pay to the school district all compensation paid by the courts except the allowance for mileage. It is understood that if the court dismisses early, the employee will return to work.

7.3 UNPAID LEAVE

7.3.1 Leave Without Pay – Such leave may be granted by the Board of Education upon the recommendation of the Superintendent of Schools.

ARTICLE 8 Grievance Procedure

8.1 Declaration of Purpose:

8.1.1 It is the purpose of this procedure to secure at the lowest possible administrative level equitable solution to grievances through the procedures under which parties may present grievances free from coercion, restraint, or reprisal.

8.2 Definitions:

8.2.1 A Grievance is the complaint of an employee of an alleged violation of any of the terms and conditions of this agreement between the employer and the employees.

8.2.2 The Board – shall mean the Board of Education of the Newark Valley Central School District.

8.2.3 Aggrieved Party – shall mean any person filing a grievance.

8.2.4 Day – shall mean working day.

8.3 In accordance with the purpose of the grievance procedure, which is to secure equitable solutions for the problems, which may arise from time to time at the lowest administrative level, employees should discuss such problems with the person they are immediately responsible to on an informal basis. If such discussion fails to resolve the situation or condition in question, the employee should file a formal grievance using the following procedure:

8.4 STAGE I

8.4.1 All grievances will be brought to the attention of the appropriate supervisor (as defined below) within a reasonable length of time, not to exceed thirty (30) days of the act or condition being known. The aggrieved party will discuss the grievance with the supervisor immediately responsible with the objective of settling the matter informally.

8.4.1.1 If this conference does not resolve the grievance, the aggrieved will submit the grievance, in writing on the form provided, within three (3) days. The immediate supervisor shall answer the complaint, in writing on the form provided, within three (3) days. Copies of the grievance and the action taken shall be forwarded to the Superintendent.

8.4.2 Immediate supervisor shall be defined as follows:
School Building Staff – Building Principal or Director of Special Education

8.5 STAGE II

8.5.1 If the aggrieved is not satisfied with the written decision of the immediate supervisor he may present the grievance, in writing to the Superintendent within five (5) days. Within five (5) days the Superintendent will hold a hearing with the aggrieved and all parties of interest. The Superintendent will render a decision in writing to the aggrieved and all parties of interest within five (5) days.

8.6 STAGE III

8.6.1 If the aggrieved is not satisfied with the decision reached at Stage II, he may file an appeal in writing to the Board within five (5) days after receiving the decision. The Board, or a Committee of the Board will, within (10) days, hear the grievance in executive session with the aggrieved and other parties of interest present. Within ten (10) days after the conclusion of the hearing, the Board will render a decision in writing to the aggrieved and the Superintendent.

8.6.2 The Aggrieved has the right to be represented by a person or persons designated by him at any or all stages of this procedure. Cost of such representation, if any, shall be borne by the party requesting the representation. The Board and the Supervisors also reserve the right to such representation.

8.6.3 The Chairperson of NVUSA or his designee shall be permitted to present grievances during the normal day providing that it does not disrupt the normal work flow.

- 8.6.4 In the event that a grievance is filed after June 1st, upon request of the aggrieved, time limits will be reduced pro rata so that the grievance may be resolved as close to the end of the school term as possible.

ARTICLE 9 Personnel File

- 9.1 Only one official personnel file shall be maintained for each member of the bargaining unit. The official district personnel file for each member of the bargaining unit may be in the Central Office or another location known by staff. It is understood that materials will be placed in the file only by the Superintendent of Schools or his/her designee.
- 9.2 Unit members will have the right, upon reasonable request, to review the contents of their official personnel file with the Superintendent of Schools or his designee. The unit member shall be entitled to have a personally selected representative accompany him/her during such a review.
- 9.3 Upon written request, any unit member shall be furnished a reproduction of any material, excluding confidential material/information contained in his/her file at a reasonable cost.
- 9.4 Employees will be given the opportunity to read all documents that are evaluative or disciplinary in nature that will be placed in the employee's personnel file prior to placement of said document in the personnel file. The employee may initial the document after examining the material. Such initialing does not necessarily indicate agreement with the contents of the document.

ARTICLE 10 Management Rights

10.1 Savings Clause Language

10.1.1 This Agreement shall constitute the full and complete commitments of the parties and may be changed, added to, deleted from, or otherwise modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

10.1.2 Board of Education Policies and Practices of the district and its agents which relate to terms and conditions of employment of bargaining unit members may be changed, added to, deleted or otherwise modified only through the voluntary, mutual consent of the parties in a written and signed Memorandum of Understanding.

10.2 Except as expressly limited by provisions of this Agreement, the authority, rights, and responsibilities delegated under Law to this Board; are retained by said Board; included but not limited to, the right to determine programs, objectives and policies of the District, the curriculum and the selection, hiring, appraisal, promotion, assignment, discipline, transfer, and discharge of employees as permitted by Law, to establish, classify, and allocate new positions and to reclassify, re-allocate and eliminate existing positions, as the Law permits; and to do all

else the Law may dictate, require or permit this Board in the discharge of its duties to provide public education within this school district.

- 10.3 The district has the right to direct unit members to wear photographic identification badges while on duty.

ARTICLE 11 Retirement

11.1 Bargaining Unit members who retire with ten (10) or more years of District service and are otherwise eligible for health insurance benefits will be eligible to continue health insurance coverage under the following schedule:

- Twenty (20) or more years - 95% District of PPO Plan II
Remainder to Employee
- Fifteen (15) to nineteen (19) years - 75% District of PPO Plan II
Remainder to Employee
- Ten (10) to fourteen (14) years - 55% District of PPO Plan II
Remainder to Employee

11.2 Retirees prior to September 1, 2004 will have the choice of either insurance plan outlined in section 11.1. The District's contribution for Plan I will be 90% of the Plan I insurance premium for employees that worked twenty (20) or more years, 70% of Plan I for employees that worked fifteen (15) year but less than 20 years, and 50% of Plan I for employees that worked ten (10) years but less than 15 years. The District's contribution for Plan II is in accordance with Section 11.1 depending on the number of years of district service. Retirees after September 1, 2004 will have the choice of either insurance plan outlined in Section 11.1. The District's contribution for Plan I will be as outlined in section 11.1 above.

11.3 The District agrees to provide a monthly opportunity to eligible retirees to switch from Plan I to Plan II or vice versa.

11.4 The District agrees, as in the past, to permit the surviving non-unit member spouse and dependents, as defined in the health insurance contract, to purchase insurance coverage through the District Employee Group Plans as allowable by the insurance carrier and providing that the aforementioned survivors pay 102% of the premium rate.

11.5 To qualify for health insurance coverage as defined above, a letter of resignation for retirement must be received by the Clerk of the Board of Education thirty (30) days prior to the date of retirement.

11.6 Early Retirement Notice Incentive

Bargaining unit members who retire with ten (10) or more consecutive years of District service are eligible for an early retirement notice incentive under the following conditions.

- An irrevocable letter of resignation must be submitted by October 1st or March 1st of the year the Unit Member intends to retire.
- The irrevocable letter of resignation must be effective at the end of the 1st semester or June 30th of the year the unit member intends to retire.
- The Unit Member must be eligible to receive benefits from section 75-I and 41-j of the NYS Employees Retirement System.
- If the above criteria are met the compensation to the Unit Member will be: \$17.50/day for every accumulated sick leave day.
- Said compensation will be remitted to the eligible employee during the last paycheck the employee receives from the District.

ARTICLE 12 Training and Coursework

- 12.1 A unit member assigned to work a minimum of four (4) hours per day will receive tuition reimbursement. Tuition charges to be paid will be no greater than \$181.00 per credit hour upon the successful completion of the course(s). Prior approval of the courses must be obtained from the Superintendent of Schools. Appropriate forms are to be used and can be obtained from the Superintendent's Office. Applications for fall courses must be made by August 15. Applications for spring courses must be made by January 1. Applications for summer courses must be made by June 15. Only one course per semester per unit member will be reimbursed.
- 12.2 If specific training is recommended for Aides working with special needs students, release time should be provided during the work day. If the training occurs outside of the work day the contracted hourly wage shall be paid.

ARTICLE 13 Miscellaneous Provisions

- 13.1 The members of this Bargaining Unit agree that either the N.V.U.S.A. nor any employee covered by this agreement shall cause, encourage, or engage in a strike against the employer.
- 13.2 This agreement shall supersede any local rule, regulation, or practice which is contrary to or inconsistent with its terms.
- 13.3 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 provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force or effect.

13.3.1 If a determination or decision is made per above, the original parties shall convene for the purpose of negotiating a satisfactory replacement for such article which will conform to the determination or decision. No other item will be reopened in this case.

13.4 Copies of this agreement shall be printed at the expense of the Board and given to all employees in the Bargaining Unit. Each new hire in the bargaining unit shall be provided a copy of the agreement.

13.5 Day(s) as used in this agreement refer to work days.

13.6 The District will attempt to schedule an annual CPR Course for unit members. If the District does not schedule such a course, the District will reimburse the Unit Member the cost of the course tuition upon submitting evidence of completion of the course and payment for the course by the Unit Member. Attendance at a pre-approved (not mandatory) CPR course that occurs outside of regularly scheduled work hours will be compensated at the unit member's hourly wage.

ARTICLE 14 Labor-Management Committee

14.1 There shall be a Labor-Management Committee consisting of two (2) members designated by the Superintendent of Schools of the Newark Valley Central School District and two (2) members designated by the Chairperson of the Newark Valley United Support Aides.

14.2 The purposes of the Labor-Management Committee shall be to:

- Foster good labor-management relationships between the parties.
- Discuss the issues properly brought to its attention.

14.3 The Labor-Management Committee shall convene upon the request of any two committee members. An agenda for each meeting shall be prepared and distributed to the parties at least three (3) days prior to the date of the scheduled meeting unless the parties waive the time requirement.

14.4 The Labor-Management Committee, upon a majority vote of the committee as fully constituted, shall have the powers to make recommendations to the parties of this agreement.

ARTICLE 15 Association Rights

15.1 Union Release Time

15.1.1 The United Support Aides Chairperson or his/her designee will be allowed up to thirty (30) hours to conduct Union business per year. Effective July 1, 2009, the United Support Aides Chairperson or his/her designee will be allowed up to thirty-five (35) hours to conduct Union business per year. It is understood that five (5) working days notification will be given to the Superintendent with regard to the use of this time. The time may be taken in half-day increments. It is understood that the use of this time is limited to two (2) unit members at one time. These days shall be compensated at the unit member's daily pay rate in accordance with section 5.4 of this agreement.

15.2 Unit Member Information

15.2.1 The Union Chairperson or his/her designee will be allowed to meet with each newly hired bargaining unit member for one (1) hour to review the collective bargaining agreement.

ARTICLE 16 Definitions

16.1 Immediate Supervisor is defined as the administrator responsible for the unit member's building or department (Building Principal, Director of Special Education).

ARTICLE 17 Duration of Agreement

17.1 This agreement shall become effective upon its approval by a majority of the members of the Bargaining Unit and the Superintendent and shall continue in effect until June 30, 2010.

17.2 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 whether contained herein or not, during the life of this agreement.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. (SECTION 204.A, TAYLOR LAW).

By: *Pattie English*
Chairperson
N.V.U.S.A

By: *Mary Ellen Head*
Superintendent
N.V.C.S.D

Date: 11-8-07

Date: 11/8/07

BO/ng
cwa 1141

MEMORANDUM OF AGREEMENT

BETWEEN

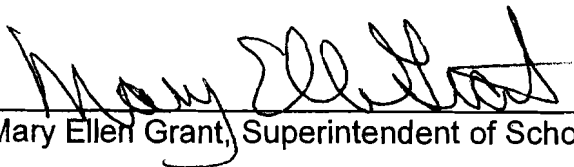
**NEWARK VALLEY CENTRAL SCHOOL DISTRICT
AND
NEWARK VALLEY UNITED SUPPORT AIDES**

Perfect Attendance Award

The Newark Valley Central School District (District) and the Newark Valley United Support Aides (NVUSA) have had discussions concerning a perfect attendance award. The parties agree as follows:

1. Each unit member that has a perfect attendance record for the first and/or the second semester of the 2007-2008 school year shall be entitled to the cash equivalent of one (1) day compensation per perfect attendance per semester.
2. The entitled employee will receive said compensation within two (2) weeks after the completion of each semester.
3. The parties agree to review this MOA prior to the completion of the 2007-2008 school year.
4. This MOA shall sunset July 1, 2008.
5. This Memorandum of Agreement shall be subject to the grievance procedure outlined in the collective bargaining agreement.

For the District:

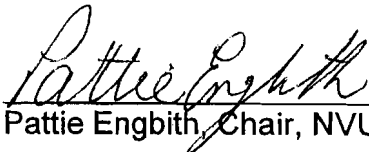


Mary Ellen Grant, Superintendent of Schools

11/8/07

Date

For the Union:



Pattie Engbith, Chair, NVUSA

11-8-07

Date

