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AGREEMENT
by and between the
BOARD OF EDUCATION
of the
NEWARK VALLEY CENTRAL
SCHOOL DISTRICT

And

CSEA, Local 1000 AFSCME,
AFL-CIO

Newark Valley CSD Unit #8857
Tioga County Local 854

July 1, 2007 – June 30, 2012

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE 1 PREAMBLE

The School District and the Civil Service Employees Association do hereby declare it to be their mutual policy that, in order to promote harmonious labor relations between the school and its employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employment Act, and that no article or section in this contract is intended to be construed as in violation of any New York State Civil Service Law.

ARTICLE 2 RECOGNITION AND PAYROLL DEDUCTIONS

SECTION 1 - RECOGNITION

A. The Newark Valley Central School District Board of Education having recognized the Civil Service Employees Association Inc., Local 1000 AFSCME, AFL-CIO, as the exclusive negotiating agent for the Newark Valley Central School District CSEA Unit #8857 of the Tioga County CSEA Local #854 bargaining unit, extends to such Union 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: Food Service Worker, Food Service/ Cashier, Food Service/ Satellite Cook Manager (Elementary, Middle School and High School), Buildings & Grounds/Custodian, Buildings & Grounds/ Custodial Worker, Buildings & Grounds/Maintenance Mechanic, Buildings & Grounds/ Head Building Maintenance Mechanic, and Park Attendant (Seasonal).

In the event that the District creates new positions within the District, CSEA reserves the right to claim voluntary recognition to that title if the position is similar in nature to titles already in place within the Unit. In the event there is a dispute for recognition, the issue shall be referred to PERB for resolution.

Personnel appointed as substitutes are excluded from the terms and conditions of this agreement.

C. Such unchallenged representation shall be until seven (7) months prior to the expiration of this Agreement as provided under Section 208, subsection 2 of the Public Employees Fair Employment Act.

D. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Civil Service Employees Association without fear of coercion, reprisal and penalty from the Civil Service Employees Association or the Employer.

E. Employees may join and take an active role in the activities of the CSEA without fear of reprisals from the Employer.

SECTION 2 - PAYROLL DEDUCTIONS

A. The Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO shall have exclusive rights to payroll deduction of dues, Union sponsored insurances and benefit program premiums and Agency Fees for employees covered by this Agreement. Such dues, premiums, and Agency fees shall be remitted to the Civil Service Employees Association, Inc. 143 Washington Avenue, Albany, NY, 12210 on a payroll basis. No other organization shall be accorded any payroll

deduction privileges without the express consent and written authorization of the Civil Service Employees Association, Inc.

B. The Employer agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY, 12210 each payroll period, a list itemizing the deductions of each employee. Agency Fee deductions will be accompanied by a listing of each employee's name and social security number.

C. Dues and agency fees will be deducted over twenty (20) pay periods.

ARTICLE 3 VACANCIES

A. Notification of vacancies for all non-instructional positions in the District will be given to the President of the Union as soon as the decision is made to seek applicants to fill the vacancy. Notice of such vacancies will be posted on the bulletin boards in each building for ten (10) days. The posting shall contain the following: job title, entry rate of pay, initial location of assignment, shift, and job description and qualifications pursuant to Civil Service job descriptions.

B. Employees who wish to apply for such vacancies shall submit a written application to the District Office during the posting period.

C. Promotional appointment to fill non-competitive and labor classified position vacancies shall be made to the most senior employee who is qualified. Employee will be required to serve a ninety (90) day probation period in the new position. The District has the sole discretion to increase the probationary period from the minimum 90 days to 180 days. Should the District exercise its discretion in extending the probationary period to 180 days, it shall provide the employee with a performance evaluation at the time of the extension. New employees hired after July 1, 2007 shall be required to serve a maximum probation period of fifty-two (52) weeks in the new position.

D. Appointments for competitive Civil Service positions will be made in accordance with the Tioga County Civil Service Rules and Regulations and in accordance with current Civil Service Law. Should there be no eligible list, the most senior applying applicant who meets the posted requirements shall be granted provisional appointment. While in provisional appointment, the permanent employee shall be permitted to retain all rights to his/her permanent position for the purpose of retreat and/or transfer.

ARTICLE 4 ASSIGNMENTS AND TRANSFERS

A. All assignments at the time of entry into the service of the Newark Valley Central School District are made by the Superintendent of Schools.

B. Transfers which occur within the District may be made: (A) when requested by the employee and approved by the Superintendent of Schools or; (B) when the Superintendent determines the needs of the District require a transfer.

C. In the case of an employee's transfer request to fill a similar job title which has become vacant within the District or on the same or another shift, the Employer shall, within ten (10) working days appoint the employee to the vacant position if no other employees with more seniority has applied for the transfer, and if the applicant is qualified to perform the duties of the position.

D. The definition of a job transfer is from one job to another job in the same title, from one shift to another, or from one building to another.

E. ASSIGNMENT TO SPECIAL EVENTS AND ACTIVITIES

1. Assignment of Special Events where cafeteria staff is needed shall be made on a rotating list of volunteer unit members. This list will contain volunteers from all three buildings and assignments will be made irrespective of the regular building assignments. Whenever a cafeteria is in use, either for special dinners or by outside groups, a minimum of one (1) cafeteria employee shall be present.

2. Assignments of Maintenance/cleaning staff to special events shall be made on a rotating list established from volunteer unit members from all three buildings and assignments will be made irrespective of regular building assignments. Whenever a school building is in use, whether by school related or non-school related groups, a member of the custodial staff will be present.

3. Conflicting assignments shall not be considered a refusal as per 1. and 2. above.

4. If the assignment at a special event remains unfilled after the appropriate list of volunteer staff has been exhausted as per 1. and 2. above, the least senior permanent employee within the appropriate work assignment will be assigned to the event.

ARTICLE 5 EMPLOYEE STATUS AND WORK WEEK

A. A Type A employee is a person who is employed for twelve (12) months

B. Type B employee is a person who is employed for ten (10) months.

C. Effective July 1, 2007 the Park Attendant shall become part of the existing bargaining unit and is defined as a seasonal position. Seasonal Employees shall be defined as those who work a regular schedule of limited duration, commencing in April and ending in October, unless otherwise agreed to between the District and CSEA, and is anticipated to return annually to that position. Seasonal employees shall be entitled only to the following contract benefits and protections: wages and raises according to Article 7 – Compensation and uniforms and footwear according to Article 8 – Benefits, Section E. Uniform Allowance.

D. (1). Employees shall have an established basic work week consisting of five (5) days with two (2) days off.

(2). Variations from the above (Article 5-Employee Status, D(1).) may be made through mutual agreement between the Employer and the individual employee. It is understood between the parties that this provision will not be used more than nine (9) times in any one year.

E. Within each building and based on operational conditions, each employee within the Food Service Departments may opt to work through their ½ hour unpaid lunch or 15 minute break and either take this at the end of their shift, or depart early with no loss of wages or penalty. If an employee works through lunch or break and wants to leave early, the employee MUST make a notation onto the time card that this occurred:

Code +L = Add credit for 1/2 hour unpaid lunch end of day.

Code +B = Add credit for 15 minute break end of day.

Middle School employees may stagger the times that they take their lunch breaks.

ARTICLE 6 VACATIONS AND HOLIDAYS

A. Type A employees are entitled to paid vacation time according to the following schedule:

from date of hire to June 30 - 0.8333 days/month

from the first full year of employment through

the fourth year = 10 days

after five years = 11 days

after six years = 12 days

after seven years = 13 days

after eight years = 14 days

after nine years = 15 days

after ten years = 16 days

after eleven years = 17 days

after twelve years = 18 days

after thirteen years = 19 days

after fourteen years = 20 days

Vacation days will be given to an employee on July First of the school year from which the vacation time is to be taken.

For employees who have completed five (5) years of service, a maximum of ten (10) unused vacation days at the end of the school fiscal year may be carried over to the next fiscal year. During the first five (5) years of employment, vacation must be taken in the year in which it is earned.

All vacation time must be prearranged with the department head. An employee requesting vacation time will be notified within five (5) days, in writing by the Department Head, whether the time is approved or disapproved. Failure to notify the employee within the five (5) day period that said vacation request is denied, shall be deemed to be the approval of such vacation request. The employer's approval of vacation requests shall not be unreasonably withheld. Requests for vacation in excess of two (2) days require a minimum of five (5) days notice to the Employer. For vacation scheduling, seniority shall prevail if two or more employees request the same vacation time. Pre-approved vacations, however, will not be rescheduled for seniority purposes.

When a holiday falls in a vacation period, the employee will not be charged for a vacation day.

If an employee is unable to take his vacation before the end of the year, due to actions of the Employer, he shall receive pay for such vacation or shall be allowed to add the unused vacation to his sick leave accruals at his option.

Upon death, retirement, or other type of separation from service, the Employer shall pay to the employee, or his beneficiary or estate as the case may be, all unused vacation at the employee's then current rate of pay.

B. PAID HOLIDAYS (12 Month employees)

Independence Day	Day before Christmas Day
Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Good Friday
	Memorial Day

The specific dates of observance of these holidays will be determined mutually by the Unit President and the District, with final approval of the Superintendent, and shall be incorporated into the annual school calendar.

Employees required to work on a holiday, or on a day designated as a holiday, in accordance with this Article, shall receive pay at the rate of two (2x) times his regular pay, in addition to his holiday pay.

If a holiday should fall on an employee's scheduled day off, he will receive pay for that holiday or he will receive another day off which is mutually agreed upon by both parties. The employee shall determine whether he will receive pay or the day off. The holidays shall be paid for at the straight time hourly rate.

ARTICLE 7 COMPENSATION

SECTION 1: Employees shall receive the following rate increases:

July 1, 2007	+ 4.50%
July 1, 2008	+ 4.50%
July 1, 2009	+ 4.50%
July 1, 2010	+ 4.50%
July 1, 2011	+ 4.50%.

The District and CSEA agree to adopt as part of this Agreement the wage adjustments due to the increase in the Minimum Wage in 2007. All adjustments pursuant to this section shall be added to the 2006-07 base salary prior to the addition of the 2007-08 percentage wage increase to establish the new base rate for 2007-08.

<u>STARTING RATES</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>	<u>7/1/11</u>
FSW	7.15	7.29	7.44	7.59	7.74
CASHIER	7.35	7.50	7.65	7.80	7.96
MANAGER	9.73	9.93	10.13	10.33	10.54
CUSTODIAL WORKER	8.04	8.20	8.37	8.53	8.70
CUSTODIAN	11.53	11.76	12.00	12.24	12.48
MAINT. MECHANIC	11.58	11.81	12.05	12.29	12.53
HEAD MAINT. MECH.	12.58	12.81	13.05	13.29	13.53

A. Any person hired by the District who does not have experience in a particular position shall not be given a salary or hourly wage which exceeds the starting salary or hourly wage. If an employee who does not have experience at a particular position is hired at a rate which exceeds the

starting salary or hourly wage, all employees working in that classification or position title who earn a salary which is less than that rendered to the new employee will be upgraded to a pay rate which is equal to the aforementioned employee's starting rate.

Promotional Increases - The higher of a 5% increase in Salary or the starting rate of pay for the following promotions: Food Service Worker to Cashier, Cashier to Manager, Custodial Worker to Custodian, Custodian or to Maintenance Mechanic, Maintenance Mechanic to Head Maintenance Mechanic.

The manager of the High School Cafeteria shall receive an additional five percent (5%) of his/her hourly rate for additional responsibilities associated with this position.

The employer has the ability to assign employees to third shift work. When the employer determines that it desires employees in the unit to work a third shift, said positions will be filled by overall seniority of employees holding the specific job titles in the building with the first assignment being given to the most senior applicant, the second position given to the second most senior applicant, etc. Should there be no applicants for the third shift from the building, the District has the right to assign individuals to work third shift at its discretion. When a third shift is operating, a minimum of two (2) staff members will be assigned.

Those working third shift shall be entitled to a five percent (5%) per hour shift differential for all hours worked during the third shift. It is understood that the employer has the right to discontinue third shift scheduling or increase or decrease third shift scheduling at its sole discretion.

Unit members substituting for another shift may voluntarily place their names on a call list for such assignments. It is understood that unit members may not work sixteen hour (16) shifts on two (2) consecutive days.

SECTION 2. All employees shall receive overtime at the rate of time and one-half (1 ½) his hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. All work situations which would involve overtime for bargaining unit employees will be first offered to such employees, prior to being offered to a substitute.

- A. An employee shall have the right to work his complete shift. The shift shall not be curtailed nor changed by the Employer to avoid paying overtime compensation to an employee.
- B. All paid time shall be considered as time worked for the computation of overtime.
- C. Employees covered under this Agreement shall receive pay at the rate of double time and one-half (2 ½) for all Sunday work.
- D. Food Service employees who work special assignments/events scheduled Monday through Saturday shall receive an additional \$1.00 per hour added to their bases hourly rate for all time worked for the special assignment/event.

1. Overtime rosters will be established and maintained within each department, in each building. Overtime within each department, regardless of building, shall be offered in rotating seniority order. Employees will indicate their desire to be placed on the overtime roster call sheet. Sign-ups for

overtime will be made available for July / August and for September through June of each year. Unit members will indicate conditions under which they do not desire to be called in for overtime. Unit member can voluntarily remove their name the overtime call list for a specific period of time of up to three (3) months. They may do this three (3) times, if they request a fourth time they will be taken off of the list until the next bid period. Upon return to the list they will be placed at the bottom of the overtime call list.

Unit members who sign up for the overtime list must have a current telephone number at which they can be reached.

A refusal shall be treated the same as an acceptance of overtime offered. Refusal of overtime assignments for a period of one (1) month will result in the removal of the unit member from the list for the remainder of the period. An update of overtime usage and assignment will be made available to the Unit President upon request.

Event coverage overtime calls will be offered to unit members first and substitutes secondly.

Security coverage will be offered to unit members who indicate a desire to be included on this list. The security coverage will be on a rotating basis with all unit members who sign up for this list being required to accept assignments.

Snow removal responsibilities will be determined by the Superintendent of Buildings & Grounds.

2. "Call-back" is defined as an emergency necessitating an employee to return to work after having left following a normal shift. Any employee who is called back to work outside his normal shift will receive a minimum of two (2) hours call-back pay at the rate of one and one-half (1 ½) times his normal rate. If the employee is required to work more than two (2) hours, he shall continue to receive pay at the rate of one and one-half (1 ½) times his regular hourly rate. Supervisors must obtain the approval of the department supervisor for overtime and call-backs.

3. "Show-up Time" - Food Service Workers who have arrived at work and school is closed will be guaranteed a minimum of two (2) hours of pay at the employee's regular rate of pay. It is understood that the employee may be required to work a minimum of two (2) hours.

4. "Cafeteria Substitutes" - When a substitute is required for the cafeteria, the District will first call a permanent employee of the building in which the substitute is required. This procedure allows permanent employees the opportunity to work an increased number of hours. It is also understood that when notification of an absence is not received in a timely manner or if the permanent employee cannot be reached, the District must contact a substitute.

5. Temporary training of substitute employees for any time period of ninety (90) calendar days or less shall be an acceptable exclusion from the contract language "Cafeteria Substitute" above.

6. The District agrees to compensate each employee at the employee's regular hourly rate for all hours worked in excess of 2080 per year. Hourly rate shall be calculated: Base salary + Longevity + General Wage increase July 1st/2080 hours = Annual Hourly rate.

SECTION 3. LONGEVITY PAYMENT AWARDS

Longevity increments shall become due and paid bi-weekly to eligible unit members on July First of

the year earned, and shall be added to the annual salary of the eligible employee to become part of the employee's base salary. All wage increases shall be calculated: Individual Base Salary + Longevity + General wage increase. Example: 99-00 Salary @ \$21,000 + \$250 + 3.5% = 00-01 Salary @ \$21,993.75

All employees shall be entitled to longevity increments in accordance with the following schedule:

- After five (5) years of Service.....\$275.00
- After ten (10) years of service, an additional.....\$275.00
- After fifteen (15) years of service, an additional.....\$275.00
- After twenty (20) years of service, an additional.....\$275.00
- After twenty-five (25) years of service, an additional.....\$275.00

Longevity amounts for Food Service employees will increase the same percentage as the general wage increase each year of the contract agreement. All Food Service Employees shall receive such longevity payments in their first paycheck each year. (example...A cafeteria employee with five (5) years service will receive a longevity payment of \$275.00 in the first paycheck in September each year until such time that she has ten (10) years of service. Then she will receive a longevity payment of \$550.00 in the first paycheck in September, and each year thereafter, until such time as she is eligible for the fifteen year payment. She will then receive \$825.00 in the first pay in September, and this will continue, etc., etc.)

SECTION 4. OUT OF TITLE COMPENSATION

In the event that an employee is directed by the District to perform duties contained in a higher title or classification, the employee shall be paid additional compensation for all time spent working out of his/her title starting with the first full-day of the out-of-title assignment. Less than full-day out-of-title assignments are excluded. Directions for out-of-title work shall be in writing specifying all additional duties to be performed to establish a record of authorization by the District. Out-of-title assignments will not exceed thirty (30) calendar days for any individual employee unless agreed to between the District and CSEA.

Employees working authorized out-of-title assignments shall receive either the starting rate of pay for the higher title, or five percent (5%) increase of their own hourly rate, whichever is greater. Sick Leave, Vacation Leave, Personal Days, Holidays, and all other benefit time, and Over-time hours worked out-of-title will be paid with the adjusted rate.

Section 5. UNIFORM ALLOWANCE

The District will provide five (5) uniforms and one (1) pair of work shoes per year for each member of the Buildings and Grounds staff. Uniforms and shoes provided by the District must be worn while the employee is on duty. In addition, the District will provide protective clothing for all employees required to do outside work. Such clothing shall include rain gear, gloves, and winter jackets or insulated coveralls. Employees will be allowed to substitute one (1) uniform for either a winter jacket or insulated coveralls.

The District will pay cafeteria employees \$200.00 per year for uniforms. The check will be issued on

the first ten-month pay date in September of each year. The district will provide five (5) aprons the first year, the cost of which will be deducted from the \$200 uniform allowance. The remainder of the allowance may be used to purchase other uniform items, at the discretion of the employee.

Each year thereafter these employees will purchase replacement aprons as the old ones become unserviceable. Receipts for uniforms purchased will be submitted to the Lunch Program Director within sixty (60) days of receipt of the uniform allowance check.

ARTICLE 8 BENEFITS

A. The District will provide Health Insurance Benefits equal to or greater than those currently provided as prescribed in this Article:

Blue Cross/Blue Shield Regionwide Coverage

Blue PPO - H

Regardless of the coverage selected, the District shall contribute ninety five percent (95%) of Blue PPO – H premium costs. The unit member shall contribute any difference between the total premium cost and the contribution made by the District.

Effective the final date of ratification of this Agreement, the employee shall make additional contributions towards health insurance premium contributions, depending on the plan they are enrolled in:

	BC/BS Region-wide Coverage	Blue PPO – H
Family Plan	\$50 annually divided over 20 pays	\$30 annually divided by 20 pays
Single Plan	\$35 annually divided by 20 pays	\$15 annually divided by 20 pays

B. 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. For the period of the contract the District will contribute ninety (95%) percent of the premium for an individual or family policy. The employee will contribute five (5%) percent.

C. The parties agree that eligibility for participation in District Health Insurance will be determined by the total number of hours assigned to an individual employee on a daily basis. Only those employees who are scheduled to work on a regular and permanent basis for four (4) or more hours per day shall be eligible for participation in the health plan, contributing the contractual amount. Any employee who is scheduled less than the four hours per school day has the option of enrolling into the health plan from the District at their own expense (100% of premium)

D. The District physician will provide required physical examinations.

ARTICLE 9 ABSENCES AND LEAVES

PAID LEAVE

A. During the first year of permanent employment the District will credit 1.3 days per month until the start of the second year, when leave days will be credited according to the following formula:

- 12 month employees = 16 days
- 11 month employees = 14 days
- 10 month employees = 13 days

Starting the second year of employment, and for each year thereafter, should an employee 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.

B. Each ten (10) month employee shall be credited with two (2) additional paid leave days annually, to be used during the school year under the following conditions: with prior approval by the Department Head on non-student attendance days, or by permission from the Superintendent of Schools in the case of "school emergency closures", and/or "snow days". These days must be taken in full-day increments, and may not be accumulated, if unused from year to year.

During the first year of employment with the District, any ten (10) month employee hired between July 1 and February 28 (inclusive), shall be credited with two (2) paid leave days. During the first year of employment with the District, any ten month employee hired between March 1 and June 30 (inclusive) shall be credited with one (1) paid leave day.

TYPES OF PAID LEAVE

A. 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.

B. Family Illness - Deductions 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 to this person.

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), brother or sister (step-in-law).

Serious Illness constitutes any situation affecting the personal health of a member of the immediate 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".)

C. Bereavement Leave - Each employee within the bargaining unit shall receive three (3) days

bereavement leave upon a death in the immediate family or household. Immediate family is defined in paragraph B. above. Each employee shall receive one (1) day bereavement leave for any other relative. One (1) additional bereavement leave day will be granted if travel is in aggregate of three (300) hundred miles or more. Bereavement leave is not deductible from any leave accumulation.

D. For the purpose of calculating leave hours for Type B employees, work hours 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. In any event that an employee's actual accumulated work hours increases from the previous school year, or (in any school year) longer than thirty (30) calendar days then the employee shall be entitled to a reconciliation of their work hours for the purpose of paid leave credit. Any disputes of accuracy shall be resolved if possible prior to exhausting the contractual grievance procedure.

E. 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 which 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.

F. 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.)

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, applications should be filled out at least five (5) days prior to the date requested for leave.

The employee need not specify the reason for which a personal business day is taken. The employee certifies that the reason indicated on the application is 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.

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

G. 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 court, except the allowance for mileage. It is understood that if the court dismisses early, the employee will return to work.

H. Unused paid leave under this Article will accumulate without limit for each year of service in the Newark Valley Central School District.

I. Leave Without Pay - Such leave may be granted by the Board of Education upon the recommendation of the Superintendent. Such leave must be of a serious nature that equates with the job and intense personal need. (It is understood that such leaves will not be used for frivolous reasons such as extended holidays or vacations.)

ARTICLE 10 WORKER'S COMPENSATION

The Newark Valley Central School District will provide Worker's Compensation through the District's policy. When the Employer is reimbursed by the Worker's Compensation Insurance Carrier for remunerating the employees under the sick leave provisions contained in this agreement, the employee will receive credit for loss of sick leave. The credit for sick leave will be computed on a day-for-day basis.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. Declaration of Purpose

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

Section 2. Definitions

A Grievance is any dispute between an employee or a group of employees and the Employer concerning an alleged violation of any terms and conditions of this Agreement.

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

Aggrieved Party - shall mean any employee or group of employees filing a grievance.

Day - shall mean working day.

Section 3. In accordance with the purpose of the grievance procedure which is to secure equitable solutions for 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 :

STAGE I

A. 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. 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.

B. Immediate Supervisor shall be defined as follows: Cafeteria personnel shall grieve to the School Lunch Director. Custodians, Custodial Worker, Buildings & Grounds Head Maintenance Mechanic, and Buildings & Grounds Maintenance Mechanic shall grieve to the Supervisor of Buildings and Grounds.

STAGE II

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.

STAGE III

If the Union is not satisfied with the decision reached at Stage II, both the Board and the Union agree to final and binding arbitration of the grievance according to the procedure's of either the American Arbitration Association (AAA), or the Public Employees Relations Board (PERB). The party filing the demand shall select either AAA or PERB. Costs for such arbitration shall be shared equally between the Board and the Union.

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

The President of the CSEA Unit, or his designee, shall be permitted to present grievances during the normal work day providing it does not disrupt the normal work flow.

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 school term as possible.

ARTICLE 12 OUTSIDE EMPLOYMENT

An employee who is injured while working on another job for a different employer will not be eligible for leave as per this Agreement.

ARTICLE 13 PERSONNEL FILES

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 other location known by staff. It is understood that materials will be placed into the file only by the Superintendent of Schools or his designees.
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 and to place in such file a response of reasonable length to anything contained therein which the employee deems to be adverse. The Unit member shall be entitled to have a personally selected representative accompany him during such review.
3. Upon written request, any unit member shall be furnished a reproduction of any material, excluding confidential material/information contained in his file at a reasonable cost.
4. No material related to an employee's conduct, performance, character or personality which is derogatory in nature shall be placed in an employee's personnel file without notification to the employee. The employee shall be given the opportunity to read such material; and shall acknowledge that he has read same by affixing his signature on the material to be filed, with the understanding that such signature merely acknowledges that the employee has read such material and does not indicate agreement with its contents.

ARTICLE 14 SENIORITY

1.
 - a. After completion of six (6) months of satisfactory service, each employee in a non-competitive or labor classified position covered under this Agreement shall have permanent employment status under Section 75 of the Civil Service Law.
 - b. For non-competitive or labor classified position employees hired after July 1, 2007 after completion of twelve (12) months of satisfactory service, each employee covered under this Agreement shall have permanent employment status under Section 75 of the Civil Service Law.
 - c. Each employee hired in a competitive classified position shall have permanent employment status under, and pursuant to, Section 75 of the Civil Service Law.
 - d. Seasonal employees shall have no rights or protection under Section 75 of the Civil Service Law.
2. Seniority is defined as the length of continuous service while in a title in this bargaining unit with the District. Seniority will be the major consideration in all employment changes. In departments that do not rotate shifts, shift preference shall be decided by seniority.
3. Layoff & Recall
 - a. Non-Competitive and Labor Classifications - For layoff purposes, an employee's seniority shall determine the order to be followed. The employee with the least seniority shall be the first to be laid off, until the total number of employees required to decrease forces shall be established. Having exhausted his seniority in his current title, an employee has the right to bump

an employee with lesser seniority than he on lower job titles for which he has the necessary ability and qualifications to perform. Recalls shall be in inverse order of layoff.

b. Classified - Layoff and recall for competitive classified employees shall be controlled by all applicable state and local Civil Service Rules

4. As used in the above paragraph, continuous service includes only those periods when an employee is on the Employer's active payroll and those periods when the employee is :

- a. On leave of absence;
- b. On layoff for a period of less than one (1) year;
- c. Absent from and unable to perform the duties of his position by reason of disability resulting from occupational injury or disease, and
- d. Such other periods of service, if any, as required by Law to be treated as part of the employee's continuous service.

5. Subject to the applicable provisions of Civil Service Law, if any, an employee loses his seniority only when one (1) or more of the following occurs :

- a. He resigns (unless he is reinstated within one year) ;
- b. He is discharged for cause ;
- c. He retires ;
- d. He refuses a recall within ten (10) working days after receipt of a registered notice of recall.

6. If two or more employees are appointed on the same date, their seniority date shall be determined by the placement order of their full name on the Board agenda.

ARTICLE 15 MANAGEMENT RIGHTS

Except as expressly limited by provisions of the Agreement, the authority, rights and responsibilities delegated under Law to the 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, clarify, 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.

ARTICLE 16 LABOR - MANAGEMENT COMMITTEE

A joint Labor/Management Committee shall be formed between CSEA and the Newark Valley Central School District. No more than three (3) members on each team shall meet as needed, but no more than once per month with an agenda by the party calling the meeting. The purpose of the Labor/Management Committee will be to foster good labor relations between the parties and to act on the issues brought before them.

The parties agree to discuss in the labor management committee the feasibility in the future of establishment of a Sick Leave Escrow Account to assist the employee with paying for his/her portion of retiree health insurance premiums (where applicable), and a Vision & Eyeglass insurance benefit. Both parties are expected to meet and discuss in good faith these topics, but nothing shall compel either party to negotiate or ratify to completion these topics during the life of this Agreement.

ARTICLE 17 RETIREMENT

A. Unit members on the payroll as of June 30, 1997 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 of District service:

District contributes 90%
Retiree contributes 10%

Fifteen (15) to nineteen (19) years of District service:

District contributes 70%
Retiree contributes 30%

Ten (10) to fourteen (14) years of District service:

District contributes 50%
Retiree contributes 50%

B. Unit members hired after July 1, 2007 who retire with fifteen (15) 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-five (25) or more years of District service:

District contributes 90%
Retiree contributes 10%

Twenty (20) to twenty-four (24) years of District service:

District contributes 70%
Retiree contributes 30%

Fifteen (15) to nineteen (19) years of District service:

District contributes 50%
Retiree contributes 50%

C. To qualify for continued health insurance coverage as determined above, a letter of resignation for retirement must be received by the Board of Education ninety (90) days prior to the date of retirement.

ARTICLE 18 MISCELLANEOUS PROVISIONS

A. The members of this bargaining unit agree that neither the CSEA, nor any employee covered by this Agreement shall cause, encourage or engage in a strike against the Employer.

B. This Agreement shall supersede any local rule, regulation or practice which is contrary to or inconsistent with its terms.

C. 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 and effect.

D. Copies of this Agreement shall be printed at the expense of the C.S.E.A. and given to all employees in the Bargaining Unit.

E. The CSEA shall have the privilege of posting notices and other communication pertaining to organizational information on bulletin boards maintained on the premises and facilities of the School District, subject to the approval of the content of such notices and communications as per Board of Education Policy 7310.

F. Days used in the Agreement refer to work days.

G. The Employer, within thirty (30) days after ratification of this Agreement, will furnish CSEA with a complete list of names, home addresses, social security numbers and position titles of all employees in the negotiating unit and will revise the list annually.

H. Whenever the context so requires, the use of the words in this Agreement in the singular shall be construed to include the plural and words in the plural, the singular. Words, whether they be in the masculine, feminine or neuter genders, shall be construed to include all of said genders. By use of the aforementioned genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

I. The District has the right to direct unit members to wear photographic identification badges while the unit member is on duty.

ARTICLE 19 UNION RIGHTS

SECTION 1.

CSEA shall have all rights as provided by Law.

SECTION 2.

The President of the Unit or his designee shall have the right to be absent from school without charge to accumulated leave, for the purpose of attending such Union business as necessitated by Region 5

CSEA or by CSEA, Inc., for a total not to exceed four (4) days per year. Such leave, except in an emergency, must be requested three (3) school days in advance.

SECTION 3.

Non-employee Union designated agents shall have the sole and exclusive right of access to members of the bargaining unit during working hours to administer this Agreement and to explain Union sponsored benefits and programs, providing it does not disrupt the normal work flow.

ARTICLE 20 DURATION OF AGREEMENT

A. This agreement shall become effective July 1, 2007 and shall continue in effect through June 30, 2012.

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

C. 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).

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By: Shaun M Lucas
CSEA Labor Relations Specialist

Date: 12-17-07

By: Mary Ellen Hart
Superintendent of Schools

Date: 1/18/08

By: Linda Ziemer
Unit President

Date: 12-17-07

By: Ronald Finch
Business Manager

Date: 1/18/08

