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Title: **Unatego Central School District and Unatego Nurses and Clerical Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO (2014)**

Employer Name: **Unatego Central School District**

Union: **Unatego Nurses and Clerical Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

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Agreement

between the

**Unatego Central School
District**

and the

**Unatego Nurses & Clerical
Association
2014-2018**

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ARTICLE I – RECOGNITION

The Unatego Board of Education recognizes the Unatego Nurses and Clerical Association as the exclusive bargaining agent for all health and clerical personnel in the District, except for the clerical personnel assigned to the Superintendent's Office and Business Office.

ARTICLE II – WORK YEAR

The work year for health personnel will coincide with the days that school is in session for students.

Clerical employees will report to work on emergency days as soon as road conditions permit. Clerical employees reporting for work on emergency days will be paid time and one-half for the hours actually worked.

Health personnel may be required to work one (1) day prior to the opening of school (Orientation Day) and one (1) day after students leave in June if requested to do so.

ARTICLE III – WORKDAY

A. Clerical

The normal working day will be a maximum of eight (8) hours per day during a twenty-four (24) hour period, including a thirty (30) minute lunch break. The twenty-four (24) hour period is understood to be from 12:01 a.m. to 12:00 midnight of the same day.

B. Nurse

The normal working day for health personnel will be no more than seven and one-quarter (7 1/4) hours per day including a thirty (30) minute lunch break.

ARTICLE IV – EVALUATION PROCEDURES

A. All probationary employees shall be observed and formally evaluated, in writing, a minimum of two (2) times during the first twelve (12) weeks of employment. One of these evaluations will be prepared by the employee's immediate supervisor and one by the building administrator. These evaluation statements shall be forwarded to the Superintendent with recommendations for permanent placement or termination.

B. All permanent employees shall be evaluated at least once each school year. This evaluation can be done by the immediate supervisor or the building administrator and shall be completed on or before June 1.

- C. No observations or evaluations will be conducted by a bargaining unit member.
- D. The form to be used for the evaluation is attached as Appendix A. Where a rating of N for needs improvement is made, the evaluator will explain in the comment section the reason(s) for this rating. A copy of the completed form will be provided to the employee at least five (5) days prior to a scheduled conference at which the evaluation is to be discussed. The employee may attach a written response to the evaluation and the employee's signature on the evaluation only indicates that the employee was provided with a copy of the evaluation. All signed evaluations and employee responses shall be placed in the employee's personnel file in the Business Office.
- E. If deficiencies are noted the employee shall be provided with specific suggestions for correcting these. A follow-up evaluation will address progress made on correcting the noted deficiency(s).
- F. All observations/evaluations of an employee's activities shall be conducted openly.

ARTICLE V – SUMMER SCHEDULE

The summer schedule for twelve month employees will be set on or before the end of the school year whereby the Building Administrator shall set standard hours for the summer which are mutually agreed upon. These hours should be consistent for all staff who work during the summer but the hours may vary from building to building. The Superintendent shall be notified of the hours being worked in each building and will have final approval.

ARTICLE VI – OVERTIME POLICY

A. Overtime Pay

All personnel will be paid time and one-half (1 1/2) for all hours worked in excess of forty (40) hours per week. Time in excess of forty (40) hours per week must be authorized by the supervisor and approved by the Superintendent.

ARTICLE VII – PAID HOLIDAYS

If a holiday falls on a Saturday, the preceding Friday will be a day off. If a holiday falls on a Sunday, the following Monday will be a day off.

A holiday may not be taken on a day when school is in session.

A. Clerical personnel shall receive fifteen (15) paid holidays per year.

Paid Holidays

1. July Fourth
2. Labor Day
3. Columbus Day
4. Veterans Day
5. Thanksgiving Day
6. The day before or after Thanksgiving Day
7. The day before Christmas
8. Christmas Day
9. The day after Christmas Day
10. New Year's Day
11. The day before or after New Year's Day
12. Martin Luther King Day
13. Good Friday
14. Memorial Day
15. Floating Holiday

B. Nurse personnel/ten month typist shall receive thirteen (13) paid holidays per year.

Paid Holidays

1. Columbus Day
2. Veterans Day
3. Thanksgiving Day
4. The day before or after Thanksgiving Day
5. The day before Christmas Day
6. Christmas Day
7. The day after Christmas Day
8. New Year's Day
9. The day before or after New Year's Day
10. Martin Luther King Day
11. Good Friday
12. Memorial Day
13. Floating Holiday

ARTICLE VIII – PAID VACATIONS

Employees on a twelve month schedule will receive vacations according to the following schedule:

One (1) to five (5) years of employment	Two (2) weeks
Six (6) to twelve (12) years of employment	Three (3) weeks
Thirteen (13) to twenty (20) years of employment.....	Four (4) weeks
Twenty-one (21) and more years of employment.....	Five (5) weeks

Employees who are hired after July 1 of any year shall accrue vacation on a prorated basis until the succeeding June 30.

Employees may accumulate and carryover not more than one (1) week vacation to a succeeding year. Employees eligible for three (3) or four (4) weeks vacation are encouraged to take at least two (2) weeks during the summer. Employees eligible for two (2) weeks vacation are encouraged to take it during the summer. Vacation time taken during the school year may only be taken when school is not in session and only with the approval of the immediate supervisor and Superintendent. At the sole, non-grievable discretion of the Superintendent, vacation days may be used during the school year on days when school is in session for emergency purposes only and after the employee has received approval from the Superintendent.

ARTICLE IX – LEAVES OF ABSENCE

A. Sick Leave

1. Clerical

Thirteen (13) days per year cumulative to two hundred (200) days for personal illness or injury.

2. Nurses/Ten Month Typist

Eleven (11) days per year cumulative to one hundred ninety (190) days for personal illness or injury.

B. Paid Leave Non-Cumulative

A paid leave of absence shall be granted to any member of this bargaining unit by the Unatego Central School District for the following reasons:

1. The difference between employees current salary and jury duty compensation for a maximum of twenty-one (21) days per year shall be paid.

2. Clerical – Up to four (4) days per year for serious illness in immediate family (current spouse, children, father, mother or other blood relative).

Nurse/Ten Month Typist – Up to three (3) days per year for serious illness in immediate family (current spouse, children, father, mother or other blood relative).

If extra time is needed for this purpose, a request may be made to the Designated Building Administrator, who shall submit his/her recommendation to the Superintendent for the final decision and, if approved, it will be deducted from cumulative sick leave.

3. Up to five (5) days per school year in event of death in the immediate family (parent, current spouse, child, son or daughter-in-law, parent of current spouse, step-parent, sibling, or other blood relative).

If extra time is needed for this purpose, a request may be made to the Designated Building Administrator, who shall submit his/her recommendation to the Superintendent for the final decision and, if approved, it will be deducted from cumulative sick leave.

4. For twelve (12) month employees, up to four (4) days per year shall be allowed for compelling personal business. For ten (10) month employees up to two (2) days shall be allowed for compelling personal business. Employees will notify their immediate supervisor of their intent to use a personal day at least twenty-four (24) hours in advance of that personal day. The twenty-four (24) hour notice will be waived if there is an emergency provided the employee gives the supervisor enough information to determine that an emergency exists. Said information must be provided to the supervisor at the time of notification. Unused personal business leave will be added to the unit member's sick leave accrual.

C. Unpaid Leave – Parental

1. a. Maternity and adoptive leave without pay shall be granted a period not to exceed one (1) year. "Said" person shall notify the District, in writing, of his/her desire to take such leave and except in case of emergency, shall give notice of at least sixty (60) days prior to the date on which the leave is to begin. Such leave may be extended by the District upon request.
- b. While on leave, a person shall have the option to remain a participant in fringe benefit programs by contributing the full cost.
2. Employees on leave shall give the District sixty (60) days notice of the effective date of their return from such leave.

D. Unused Sick Days

Upon retirement with ten (10) continuous years of District service without a break from employment, an employee will be eligible for payment of up to 180 days of unused sick leave through the 2014-15 school year and up to 200 days beginning in the 2015-16 school year. Said payment shall be calculated by multiplying the unit member's total salary by .0014 (final salary x .0014 x number of unused sick days). For purposes of this section, termination and/or resignation is considered a break from employment. Approved leave, paid or unpaid, will not be considered a break from employment.

If the employee submits a non-revocable letter of resignation and intent to retire at least sixty (60) day in advance of his or her expected date of retirement, he or she shall be able to have the days compensated pursuant to this section and shall be paid into a non-elective 403b account of their own choosing (403b plan agreement shall be mutually agreed upon and attached to the Agreement as Appendix B).

E. Association Leave

There will be one (1) day of Association leave time available per year for use by the Association President or the President's designee for the purpose of conducting Association business.

ARTICLE X – SALARY

- A. Effective July 1, 2014, all returning unit members shall receive a 2.4% increase over their 2013-2014 salary.
- B. Effective July 1, 2015, all returning unit members shall receive a 3.5% increase over their 2014-2015 salary.
- C. Effective January 1, 2016, all returning unit members shall receive a 3.5% increase over their 2015-2016 salary.
- D. Effective July 1, 2017, all returning unit member shall receive a 3% increase over their 2016-2017 salary.
- E. Twelve month employees shall be paid in twenty-six (26) equal payments; one (1) of the equal payments may be paid in two (2) installments.
- F. Ten (10) month employees shall be paid in twenty-one (21) equal payments.
- G. If the District hires a new employee at an hourly rate greater than the hourly rate of a current employee in the same job title, then the Superintendent will explain to the Association President, upon request, the rationale for the action.
- H. Effective July 1, 2006, commencing with the July 1 after being employed by the District for a total of ten (10) consecutive full years without interruption in service, unit members will be granted a \$200 longevity increment. Commencing with the July 1 after being employed by the District for a total of fifteen (15) consecutive full years without interruption in service, unit members will be granted a \$200 longevity increment. Commencing with the July 1 after being employed by the District for a total of twenty (20) consecutive full years without interruption in service, unit members will be granted an additional \$200 increment. To be paid in a lump sum. This shall be an annual payment, payable in July of each year.

Note: Unit members who have met both the ten (10), fifteen (15), and twenty (20) year requirements shall receive a total of \$600 annually.

ARTICLE XI – ATTENDANCE INCENTIVE

Any unit member using no medical or personal leave during his or her regular work year will receive a one-time payment of one hundred fifty dollars (\$150). Such payment will be made in the final payroll in June. For unit members using one (1), two (2) or three (3) days, the payment will be one hundred dollars (\$100).

ARTICLE XII – HEALTH INSURANCE

- A. Beginning July 1, 2015, the District shall offer to all bargaining unit members the New York 44 health insurance plan NY44 HEALTH BENEFITS PLAN East Central New York Area, MVP Option A Version 2.2 MVP. The plan document shall be approved by the Association and incorporated into this Agreement by reference.

Prescription co-pays as follows:

\$0 co-payment: Tier 1 generic, Tier 2 corticosteroid

\$15 co-payment: Tier 2

\$30 co-pay: Tier 3

Mail Order (90 Days supplies) is available

The District shall pay all administrative fees.

- B. The District will to pay 90% of the cost of the individual health insurance premium and 85% of the premium for dependent coverage.

The District shall pay only a prorated portion of the above health insurance premium percentages for part-time employees. Part-time employees are those who are regularly scheduled to work less than twenty-five (25) hours per week.

For the 2006-07 contract year, and for each year thereafter for the duration of their employment with the District, unit members who were enrolled in the current Blue Cross Blue Shield plan as of June 1, 2006 will be granted a yearly stipend of \$500 if they were enrolled under family or employee and spouse coverage, or a payment of \$200 if enrolled under single coverage as of that date.

Unit members will also have the option of coverage through the MVP HMO. Unit members enrolled in the MVP plan as of June 1, 2006 will be granted a yearly stipend of \$500 if they were enrolled under family or employee and spouse coverage, or a payment of \$200 if enrolled under single coverage as of that date, for each year that they continue coverage through MVP. Once such a unit member drops MVP coverage they will no longer be eligible for this payment.

The above deductions for both the MVP and the DCMO BOCES plans of \$200/\$500 will be on the amount the employee would pay towards the premium.

C. Health Insurance Buy Out

All eligible unit members shall have the option of dropping the health insurance plan provided by the District, and they will receive \$1250 annually. Unit members who are not currently enrolled in the plan are not eligible for the buy out.

All unit members who meet the criteria and who elect not to take the health insurance plan are eligible.

Notification for requesting this option must be given in writing and proof of alternate coverage must be provided to the Superintendent or designee annually by April 30 or upon the date of hire for new unit members.

Payment will be issued in the last pay period in June or upon the unit member's separation from the District. The payment shall be pro-rated if there is less than a full year of employment.

If a unit member wishes to change his/her option, written notice must be given to the Superintendent or designee by April 30, regardless of the date of hire, and said change will be effective as of July 1 of the succeeding fiscal year if the criteria of the health insurance plan is met and approved.

A unit member who loses coverage under a spouse's plan will, upon proof of said loss, be allowed re-entry into the insurance program. Re-entry will be as soon as possible within the rules of the carrier. The payment will be pro-rated if the entry is the same year the plan was dropped.

D. IRC §105(h)

The District will establish an IRC §105(h) account for each bargaining unit member who participates in the District sponsored health insurance plan. Said account shall be used for non-reimbursed medical, dental or vision expenses. The District will be solely responsible for the administration and set-up fees associated with the IRC §105(h).

Effective July 1, 2015, the District will contribute two hundred and fifty dollars and zero cents (\$250.00) into each bargaining unit member's §105(h) account. Effective July 1, 2016, the District will contribute two hundred and fifty dollars and zero cents (\$250.00) into each bargaining unit member's §105(h) account. Effective July 1, 2017, the District will contribute two hundred and fifty dollars and zero cents (\$250.00) into each bargaining unit member's §105(h) account. Effective every July 1 thereafter, the District will contribute two hundred and fifty dollars and zero cents (\$250.00) into each bargaining unit member's §105(h) account until the unit member has accumulated five thousand dollars (\$5,000), at which point the District will

cease contributions. Unit members hired on or after July 1 of any calendar year will receive a prorated amount in their IRC §105(h) account for that year.

The IRC §105(h) account may be rolled over from year to year. Upon retirement or resignation from the District, the District shall cease contributions to the IRC §105(h). Should a member of the unit leave the District for any reason other than retirement, any funds available to them shall revert back to the District. Upon retirement, the employee shall have access to his/her accrued funds until exhausted. Notwithstanding the above, should a member of the unit with 20 or more years of service resign from his/her position with the District, such member shall have access to his/her accrued funds for one year after the date of his/her resignation, and the remaining funds shall revert back to the District.

Bargaining unit members are responsible for maintaining copies of all receipts for the IRS auditing purposes.

ARTICLE XIII – DENTAL INSURANCE

The District shall pay an annual contribution per bargaining unit employee toward the cost of dental insurance as follows:

2010-2011	One hundred eighty-five dollars (\$185)
2011-2012	One hundred ninety dollars (\$190)
2012-2013	One hundred ninety-five dollars (\$195)
2013-2014	Two hundred dollars (\$200)

Coverage will be Blue Shield Schedule A Basic Dental and Supplemental Basic Schedule A, if available. The parties agree to pursue alternate Dental Plan options.

ARTICLE XIV – PAYROLL DEDUCTIONS

A. Deductions of dues for the New York State United Teachers (NYSUT) shall be made in the following manner.

1. The total annual membership dues for these designated Professional Associations shall be deducted in eighteen (18) equal installments beginning with the first pay period in October through June. No later than two (2) weeks prior to the first paycheck in October the Association shall:

a. Provide the Superintendent with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Superintendent to deduct dues for the Association named above.

2. Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and the deductions made for the balance of

the scheduled deduction period. The first deduction made in this situation shall include previous deductions.

3. The Superintendent shall, at the end of each pay period, transmit the amount deducted to the Unatego Nurses and Clerical Association.
- B. The Board of Education will offer to the Unatego School District employees the option to have moneys deducted from paychecks for the purpose of deposit into personal accounts in the Chenango-Delaware-Otsego Federal Credit Union. Amounts designated for deduction and deposit may be initiated or halted by giving the Superintendent notification at least two (2) weeks prior to a pay period. Deductions will be made in blocks of ten dollars (\$10) for each pay period and one (1) check covering the total deductions will be mailed each pay day to the Credit Union.
- C. Unit members may make contributions to District approved tax sheltered annuities provided that the employee and the tax sheltered annuity (TSA) in question have signed off on save harmless agreements developed by the District and the Association.

ARTICLE XV – GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a difference or disagreement between the Superintendent or his/her delegated representative and any member of the Nurses and Clerical Association, concerning the misinterpretation or misapplication of any of the provisions of this Agreement, or any subsequent Agreement entered into pursuant to this Agreement or any rule, policy or practice of the employer.
2. A grievant is the person or group making the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable resolutions of grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any person having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a grievant, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Level One

A person or group must initiate grievance action with the Association Grievance Committee Chairperson within six (6) days after the person knew of the claim. The Association Committee must determine whether grievance action should be taken to the designated building administrator. It is recommended that orally or informally the grievant confer directly or be accompanied by an Association representative with the designated building administrator to resolve his/her grievance.
4. Level Two
 - a. If the aggrieved is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school or working days after presentation of the grievance, he/she may file the grievance in writing on a special Grievance Form obtainable from the designated building administrator's office.
 - b. Within five (5) school days after receipt of the written grievance by the designated building administrator he/she will meet with the aggrieved in an effort to resolve the grievance.
 - c. The designated building administrator shall return a copy of the Grievance Form to the employees with his/her decision in writing within ten (10) school or workdays following the hearing.
 - d. The aggrieved shall sign his/her name and mark satisfactory or unsatisfactory the decision of the designated building administrator and return the original Form to him/her within five (5) school days.
5. Level Three
 - a. If the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days

after he/she has first met with the designated building administrator, he/she may re-file the grievance in writing within five (5) school days after a decision by the designated building administrator. After receiving the written grievance, the President of the Unatego Nurses and Clerical Association within five (5) school days will refer it to the Superintendent.

- b. The Superintendent shall hold a conference with the grievant and his/her representative within five (5) school days of receipt of the Grievance Form.
- c. Within ten (10) school or workdays the Superintendent shall return two (2) copies of the Grievance Form to the grievant with his/her decision in writing.
- d. The aggrieved shall sign his/her name and mark satisfactory or unsatisfactory the decision of the Superintendent and return the original to him/her within five (5) school days.

6. Level Four

- a. If the aggrieved is not satisfied with the disposition of his/her grievance at Level Three or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent he/she may refile the grievance in writing with the President of the Unatego Nurses and Clerical Association within five (5) school or workdays after a decision by the Superintendent or within five (5) school or workdays after receiving the written grievance, the President may refer it to the Board of Education if he/she determines that the grievance has significant merit. Within twenty (20) school or workdays after receiving the written grievance, the Board of Education will meet with the aggrieved, the Association President and the grievant's representative for the purpose of resolving the grievance.
- b. The Board of Education shall, within ten (10) school days notify the aggrieved in duplicate of its decisions following the hearing.
- c. The aggrieved shall sign his/her name and mark satisfactory or unsatisfactory two (2) copies forwarded him/her by the Board of Education and shall return one (1) copy to the Board of Education within five (5) school days.

7. Level Five

- a. If the aggrieved is not satisfied with the disposition of his/her grievance at Level Four, or if no decision has been rendered within ten (10) school or

workdays after he/she has first met with the Board of Education, he/she may, within five (5) school days after a decision by the Board of Education, request in writing that the President of the Unatego Nurses and Clerical Association Committee submit his/her grievance to arbitration. If the Grievance Committee determines that the grievance is meritorious, they may submit the grievance to binding arbitration within fifteen (15) school or workdays after receipt of a request by the aggrieved.

b. Arbitration

If the matter is submitted to Arbitration, the President of the Unatego Nurses and Clerical Association may select either Option One or Option Two.

1. Option One

a. Within ten (10) school or workdays after such written notice of submission to arbitration, a tripartite arbitration panel shall be established as follows:

1. The Superintendent shall name a representative from an area School District.
2. The Association shall name a representative.
3. The two (2) members selected shall then agree upon a third public member who will act as Chairperson of the panel.

b. The arbitration panel so selected will confer with the representative of the Superintendent and Grievance Committee and hold a hearing promptly and will issue their decision not later than twenty (20) days from the date of the close of the hearings or, if an oral hearing has been waived, then the date of the final statements and proofs are submitted to them. The arbitration panel will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitration panel will be final and binding upon the parties.

c. The costs for the services of the arbitration panel, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne as follows:

Board of Education appointee - paid by the Board of Education.

Association (Union) appointee - paid by the Association.

Neutral appointee - cost shared equally between the Board of Education and the Association.

- d. If the parties are unable to agree on the selection of the third "neutral party", then Option Two may be selected by the President of the Unatego Nurses and Clerical Association.

2. Option Two

- a. A list of arbiters will be requested from the American Arbitration Association. The parties will then be bound by the rules and proceedings of the American Arbitration Association in the selection of an arbiter.
- b. The arbiter will have authority to hold hearings and make procedural rules. The aggrieved employee, the Association and the Superintendent shall have a right to be heard at such hearings. Any of the above parties have a right, as well as the arbiter, to request a written transcript of such hearings. The arbiter may request and obtain from the various parties all pertinent information not privileged by law, in their possession or control, and which is relevant to the issues raised by the grievance. All hearings held shall be closed sessions and no news releases shall be made concerning the progress of hearings.
- c. The arbiter's report shall be submitted in writing to the Board of Education, the employee, and the Association, and shall set forth his/her findings of fact, reasoning, conclusions and decisions on the issues submitted.
- d. The arbiter shall have no power or authority to make any decisions which require the commission of an act prohibited by law which shall be violative of the terms of this Agreement. The decision of the arbiter is binding on either party.
- e. The expenses of the arbitration, including the arbiter's fees, shall be borne equally by the Board of Education and the Unatego Nurses and Clerical Association.
- f. The outcome of arbitration decision may be released to the media at discretion of the Board of Education and/or the Unatego Nurses and Clerical Association.

D. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance will be filed in the personnel files of the participants upon the resolution of the grievance.
2. All necessary forms for implementing the grievance procedures will be jointly prepared by the Superintendent, Building Administrators, the Association President and given appropriate distribution.

ARTICLE XVI – JOB SECURITY

It is agreed by both parties that the use of temporary help or outside services will not jeopardize the employment of members of this unit.

ARTICLE XVII – POSTING OF VACANCIES

In the event a unit position becomes vacant, the District will post such vacancy for a period of five (5) days. Such posting shall include the starting salary.

ARTICLE XVIII – COPIES OF AGREEMENT

Copies of this Agreement shall be copied; at the expense of the Board of Education and given to all people in the unit now employed or hereafter employed by the Board of Education within two (2) weeks after its execution or employment if that occurs later.

ARTICLE XIX – MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement is, or shall at any time, be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law.
- B. In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of the Agreement shall continue in effect.
- C. The parties agree that all negotiable items presented at the table have been discussed during the negotiations leading to this Agreement. The parties, therefore, agree that negotiations will not be reopened on any item, contained herein during the life of this Agreement without mutual agreement.

ARTICLE XX – RETIREE HEALTH INSURANCE

Retirees who have completed fifteen (15) or more years of District service at time of retirement are entitled to continue health insurance under the District plan. The District will pay sixty-five percent (65%) of individual coverage and fifty percent (50%) of dependent coverage.

ARTICLE XXI – LEGISLATIVE BODY PROVISION

“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.”

ARTICLE XXII – DURATION OF AGREEMENT

- 1. This Agreement shall be in effect from July 1, 2014 until June 30, 2018. If no Agreement is reached prior to June 30, 2018, the terms and conditions of this Agreement shall continue.

This constitutes the complete Agreement and all issues are settled.

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS _____ DAY OF SEPTEMBER, 2015, BY AND BETWEEN THE BOARD OF EDUCATION AND THE UNATEGO NURSES AND CLERICAL ASSOCIATION.

FOR THE ASSOCIATION

FOR THE DISTRICT

Brenda A. Birdsall
Brenda A. Birdsall
Association President

David Richards
David Richards
Superintendent of Schools

Date

9/17/15
Date

APPENDIX A – EVALUATION FORM

EVALUATION FORM

Unatego Nurses and Clerical Association / Unatego Central School District

Employee's Name Title

Supervisor's Name Date of Evaluation

TYPE OF EVALUATION _____ ANNUAL _____ PROBATIONARY

RATINGS S = Satisfactory N = Needs Improvement

- | | RATING |
|---|--------|
| 1. Demonstrates the ability to perform all job duties in a satisfactory and an acceptable manner. | _____ |
| 2. Has the knowledge necessary for the satisfactory performance of his or her job duties. | _____ |
| 3. Makes satisfactory use of time to be effective in his or her job duties. | _____ |
| 4. Is aware of and responds to safety concerns. | _____ |
| 5. Cooperates with others in the satisfactory completion of his or her job duties. | _____ |

The back of this sheet includes an area for comments by the evaluator and by the employee. The evaluator must comment when a Needs Improvement is noted above. The employee's signature below only indicates that the employee has been provided with a copy of this evaluation. The employee may add comments to the optional employee comments section.

Supervisor's Signature Date

Employee's Signature Date

