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#### **Contract Database Metadata Elements**

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Union-Endicott Central School District  
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# Union-Endicott Central School District

**Agreement** between the

**Superintendent of Schools  
Union-Endicott CSD** and the

**School Aide Association**

**RECEIVED**

FEB 22 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

*July 1, 2004 – June 30, 2007*

125



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UNION-ENDICOTT CENTRAL SCHOOL DISTRICT  
Towns of Union and Owego and  
Counties of Broome and Tioga  
Endicott, New York

## *COLLECTIVE BARGAINING AGREEMENT*

This agreement made and entered into this 28th day of June, 2004, by and between the UNION-ENDICOTT CENTRAL SCHOOL DISTRICT of the Towns of Union, Broome County, and Owego, Tioga County, New York and the SCHOOL AIDE ASSOCIATION of the Union-Endicott Central School District.

WITNESSETH that the parties, in consideration of the mutual covenants and conditions herein contained hereby agree as follows:

### **1. LEGAL PROVISIONS**

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

### **2. CONFORMITY TO LAW**

The terms of this contract shall not apply where inconsistent with constitutional, statutory or other legal provisions. If any provision of this contract is found to be contrary to law by any Court of competent jurisdiction from whose Decree or Judgment no Appeal has been taken within the time provided for by law, such provision of the contract shall then be deemed to be modified to conform to said decision. All other provisions of this contract shall, nevertheless, remain in full force and effect.

### **3. PURPOSE AND RECOGNITION**

It is agreed by and between the parties that the purpose of this agreement is to set terms and conditions of employment for school aide personnel as listed below:

- teacher aide

- bus attendant
- monitor

The conditions described will apply to full time aides and part time aides whether they work a full year or fractional year. Application of benefits and other elements to part time aides will be applied on a proportionate basis depending upon the established day for the employee.

**Example:**

*Health insurance qualification depends upon hours worked a week and/or minimum salary earned.*

This agreement will apply to all new titles which might be approved which could fall under the general category of school aide personnel.

#### **4. CONSENT TO CHANGE AGREEMENT**

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

#### **5. NEGOTIATIONS OF MATTERS NOT SPECIFIED**

It is agreed by and between the parties that subjects not displayed in this agreement and subjects not discussed during negotiations leading to the agreement, which are considered by both parties to be terms and conditions of employment, may by mutual consent, be opened for negotiations during any year of this agreement.

#### **6. EMERGENCY SCHOOL CLOSINGS**

- A. It is agreed by and between the parties that when emergency situations occur which close school locations during the established work year, then members covered by this agreement will receive the time off with pay, if it is a regularly scheduled workday.

**Examples:**

*inclement weather (snow day, etc.)  
power failures  
water shut off  
computer failures  
equipment malfunctions*

- B. The building principal may reassign an aide or monitor to alternative duties in lieu of sending the employee home, except when a district-wide emergency occurs and all staff are dismissed.
- C. In the event of an early dismissal of students because of inclement weather or other emergency, members of the bargaining unit will remain until their regular end of the workday unless dismissed earlier by the Superintendent of Schools or designee. Only those bargaining unit members necessary for safety purposes will be retained beyond the early dismissal.
- D. The Superintendent of Schools shall have the right to reschedule up to one (1) work day when school is closed for emergency reasons. This day will be rescheduled only when emergency school closings necessitate additional instructional days to meet state regulations for minimum instruction days (currently 180). There will be no additional pay for this rescheduled workday. Bargaining unit members will receive additional pay if workdays are rescheduled for reasons other than meeting state requirements for student instruction days.

## **7. MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of this agreement, management has the sole and exclusive right to exercise all the rights and functions of management including, but not limited to, the right to determine the mission, purposes, objectives and policies of the district; to determine facilities, methods, means and number of personnel required for conduct of District programs; to administer the selection, recruitment, hiring, appraisal (evaluation), training, retention, promotion, assignment or transfer of employees; to direct, deploy, schedule and utilize the work force; to establish specifications for each class of position and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law.

## **8. RETIREMENT**

- A. The New York State Employees' Retirement System Plan 75-I be made available to members of the bargaining unit. Determination of mandatory and non-mandatory membership in the Retirement System will be determined by Retirement System rules.
- B. Retirement Benefit
  - 1. Qualifications for Retirement Benefit
    - a) Age 55 or older and otherwise eligible for a regular retirement from the New York State Employees Retirement System.
    - b) Minimum 15 years of full-time, 20 years part-time, continuous service to the Union-Endicott Central School District. Employees who have served the District in both full-time and part-time capacities may have part-time continuous service credited toward the 15-year full-time eligibility criterion at the rate of two half-time years of service (i.e. 19 hour/week positions) for one full year of service.



- 1) Continuous years of service shall constitute all years of service for which the employee has encumbered a position within the job title. Only time on paid status shall be counted for the purpose of determining eligibility for this benefit.
- c) Letter of resignation (for retirement) submitted at least four (4) months prior to last day of employment.
- d) Sick days will be computed as earned, e.g. when part-time, a person earns ½ of a full-time employee's day. Individual bargaining unit members accumulated sick leave accruals shall be reviewed, upon request of the employee, at the time notice of resignation (retirement) is submitted to the District.

2. Benefit

- a) Health insurance is to be determined by percentage of unused sick time accumulated on the last day of employment prior to retirement and the qualifications listed in section 1 of this article.

% of Unused Sick Days	<30% <sup>1</sup>	30% - 49.99% <sup>2</sup>	50% - 59.99%	60% - 79.99%
Individual Policy	50%		80 or 75% and \$2500/\$1250*	85% or 75% and \$1000/\$2500
Family Policy	35%	60%	65% or 60% and \$2500/\$1250*	70% or 60% and \$1000/\$2500

**Computation of Sick Days**

$$\% = \frac{\# \text{ of Unused Days at Retirement}^2 \times 100}{\text{Maximum Possible \# of Sick Days}}$$

**EXAMPLE:**

$$\frac{100 \text{ Unused Sick Days}}{\text{Maximum Possible (200)}} = .5 \times 100 = 50\%$$

Eligible for:  
 80% individual coverage or  
 75% individual coverage and \$2500/\$1250.

65% family coverage or  
 60% family coverage and \$2500/\$1250

\* Part-time employee

<sup>1</sup> This column applies only to bargaining unit members hired July 1, 1997 or thereafter. The minimum benefit for bargaining unit members hired prior to July 1, 1997 is 75% individual or 60% family.

<sup>2</sup> Maximum possible number of sick days and number of unused sick days at retirement will be calculated based on available records.

- b) Benefit is available to a qualified employee retiring from service with the Union-Endicott Central School District and surviving spouse. Retiree (or surviving spouse) shall be responsible for portion of insurance premium not paid by the District. Failure of retiree or surviving spouse to pay the required portion of the insurance premium will result in cancellation of the policy.
- c) Retirees who elect insurance coverage will participate in the plan offered to members of the bargaining unit.
- d) Bargaining unit members not enrolled in the district's health insurance plan or those who choose to not participate in the health insurance plan after retirement shall have the option of receiving the following benefit for unused sick leave days:

<b>% Unused Sick Days</b>	<b>50% - 59.99%</b>	<b>60% +</b>
<b>Amount/Unused Sick Day</b>	<b>\$15 Full-Time</b>	<b>\$20 Full-Time</b>
<b>Maximum Payment</b>	<b>\$2,500 Full-Time</b>	<b>\$5,000 Full-Time</b>
	<b>\$1,250 Part-Time</b>	<b>\$2,500 Part-Time</b>

*Any bargaining unit member age 55 or older, retiring with a minimum of 5 years of service or up to 15 years of service will be eligible to retire with district contribution of health insurance at the rate of 50% individual/35% family. This is a one-year window that expires June 30, 2005.*

**9. LUNCH**

It is agreed by and between the parties that a thirty (30) minute lunch period will be provided for any member working a day which is at least five hours in length. Lunch periods are unpaid time and will be free of all duty.

**10. SALARY INCREASES**

**A** Continuing employees represented by the Union-Endicott Aides Association will receive the salary increase agreed upon by the Association and the District. "Continuing employee" shall be defined as one who is on paid status for more than 50% of the maximum possible work days in the year, as defined by the District work calendar for employees working in titles represented by this bargaining unit.

- 1. Salary increases for employees on paid status fewer than 50% of the maximum possible work days in the year, as defined by the District work calendar for employees working in titles represented by this bargaining unit shall be proportionate to the percentage of days for which he/she is paid. For example, an employee on paid status for 77 out of a maximum possible 192 work days, will receive a salary increase that is 40% of the salary increase provided to "continuing employees." Percentages will be rounded to the nearest whole percent.

2. In no case will an employee be paid less than the current year entry level or his/her title as set by article 14 of the contract.
- B. Salary Increase 2004-2005 - Each continuing employee as defined in Section A of this article will receive a 3.7% hourly rate increase (i.e. 2003-2004 hourly rate plus 3.7%).
- C. Salary Increase 2005-2006 - Each continuing employee as defined in Section A of this article will receive a 3.9% hourly rate increase (i.e. 2004-2005 hourly rate plus 3.9%).
- D. Salary Increase 2006-2007 - Each continuing employee as defined in Section A of this article will receive a 3.9% hourly rate increase (i.e. 2005-2006 hourly rate plus 3.9%).
- E. The District will provide the SAA with an additional .5% on the 2003-2004 salary schedule (\$5,322), to be distributed throughout the term of this agreement, as agreed upon by the parties, to adjust inequities in bargaining unit salaries.

## **11. HEALTH INSURANCE/DENTAL INSURANCE**

### **A. Health Insurance**

1. The District shall provide for members of the bargaining unit on paid status, and in accordance with the eligibility criteria listed in article 11 (C), one of the health insurance options listed below. The District will contribute toward monthly premium payments at the rate of 95% for an employee choosing the individual health insurance plan and 90% for an employee choosing the family health insurance plan. The employee shall be responsible for the remainder of the health insurance premium payment.
  - a. Effective August 1, 2004, the District will make available to bargaining unit members the following health insurance plans:
    1. Blue Cross/Blue Shield PPO Plan H (\$5/\$15/\$30 prescriptions), **OR**;
    2. Blue Cross/Blue Shield Traditional Indemnity Plan with Major Medical (prescriptions under Major Medical); Major Medical deductible \$75 per individual and \$225 per family.
2. Members of the bargaining unit on unpaid status, other than FMLA leave, shall be responsible for 100% of the health insurance premium payment, if eligible to continue enrollment in the insurance program. Failure to pay the premiums by the deadlines established by the District shall result in cancellation of the health insurance policy.

### **B. Dental Insurance**

1. The District shall provide for members of the bargaining unit on paid status, and in accordance with the eligibility criteria listed in Article 11 (3), the option to enroll in the Dental Assistance Plan. The District shall pay 100% of the premium cost for eligible members of the bargaining unit choosing either individual plan coverage or family plan coverage.

The Dental Assistance Plan is a self-insured plan currently administered by SIEBA, Ltd. The District reserves the right to change plan administrators if there is no change in the dental benefits guaranteed by this labor contract.

2. Members of the bargaining unit on unpaid status, other than FMLA leave, shall be responsible for 100% of the dental insurance premium payment, if eligible to continue enrollment in the insurance program. Failure to pay the premiums by the deadlines established by the District shall result in cancellation of the dental insurance policy.
3. Members of the bargaining unit who retire during the term of this agreement will have the option to continue participation in the group dental plan. The retired employee must pay 100% of the premium cost, in accordance with a payment schedule to be established by the District, in order to continue participation in the group dental insurance program. To be eligible for this benefit, the bargaining unit member must notify the District in writing prior to the effective date of the employee's retirement.

### **C. Eligibility for Health and/or Dental Benefits**

1. Members represented by the School Aide Association hired after July 1, 1989, and who are assigned a regular work schedule of at least twenty (20) hours per week shall be entitled to health insurance and dental insurance benefits provided by this article. Part-time employees (i.e. those scheduled to work fewer than twenty (20) hours per week) hired after July 1, 1989 are not eligible to receive health and/or dental insurance benefits. Temporary assignments will not make an employee eligible for health and/or dental insurance benefits.
  - a) Members represented by the Association who were hired prior to July 1, 1989 will be eligible for health and/or dental insurance benefits according to the qualifications (i.e. 20 hours of scheduled work per week or \$4,000 salary per year based on projected earnings for a single school year) in effect at the time of their hire.
2. Once the employee has met the minimum requirements to qualify for the health and/or dental insurance benefit, paid in accordance with the provisions of this article, that benefit shall not be diminished for the remainder of the school year (i.e. through June 30). Benefits will not be maintained from one school year to the next unless minimum qualifications for eligibility continue to be met.

## **12. PAY DISTRIBUTION**

- A.** Bargaining unit members will be paid in accordance with the Payroll Timesheet Schedule established each year by the School District. An annual salary will be computed by multiplying the hourly rate by the number of regularly scheduled hours per day and then multiplying the result by the number of scheduled work days (including paid holidays). The annual salary will be divided so that an equal amount of the annual salary will be paid in each paycheck.
  1. Any change in the hourly rate, the regularly scheduled number of work hours per day or the regularly scheduled number of workdays per year will result in a re-calculation and adjustment of the annual salary.
- B.** The number of pay periods on which employees will receive paychecks will be twenty-three (23) per year. If the District determines that twenty-three pay periods is not sufficient to prevent overpayment of wages, the Association agrees to renegotiate this matter.

**13. NO STRIKE CLAUSE**

It is agreed by the association that it does not assert the right to strike against the school district, to assist or participate in such strike or to impose an obligation to conduct, assist or participate in such a strike.

**14. ENTRY LEVEL**

2004-2005	2005-2006	2006-2007
\$8.13	\$8.37	\$8.62

**15. DISABILITY LEAVE**

Any member who anticipates undergoing a state of disability such as, but not limited to, hospitalization or medical treatment may apply for a leave of absence based upon the anticipated disability according to the provisions of this article. In all such instances an approved leave of absence must be granted before the leave is begun and said days will be chargeable to sick leave of the individual.

**16. REQUEST FOR LEAVE BASED UPON PHYSICAL/MEDICAL DISABILITY**

**A.** Any member who desires to continue working during the period of time when the disability has been defined, up to the day the disability prevents the performance of required duties, shall be allowed to work provided the member produces a physician's statement asserting that said person is physically/medically capable of performing all duties required, up to and including the date when work is to cease.

1. In the event that situations develop which contradict the original physician's statement, then the school physician shall be asked for an evaluation.

**B.** In no case shall the district be obligated to permit a member anticipating a state of disability to continue in the performance of duties when the established performance has declined substantially or is declining at a rapid rate. Said decision shall be at the discretion of a physician mutually selected by the District and the employee.

**C.** The member requesting a disability leave shall indicate in writing the anticipated date when the leave is to commence and the anticipated date when the leave is to end following recovery from the disability.

**D.** Any bargaining unit member who is absent for five consecutive workdays for reasons of personal medical/disability must submit to the Personnel Office a request for a leave of absence prior to the end of the fifth day of absence. The leave of absence request will be filed on a leave form provided by the Personnel Office and must be accompanied by a letter from the bargaining unit member's physician stating the following:

- The date on which the employee's medical/disability condition began
- The anticipated length of the medical/disability

An employee who does not submit a leave request no later than the end of the fifth consecutive day of absence shall be considered absent without authorization and contractual leave provisions will not be available unless medical circumstances prevent the employee from providing notice within the specified number of days. In order to qualify for an extension of the notification requirements of this article, the employee will have to provide a letter from a medical doctor indicating that the employee was physically incapable of compliance with the notification requirements of this article. In no case, however, will an exception of the requirement to apply for a leave of absence, as required by this article, extend beyond the 15<sup>th</sup> day of absence.

- E. The member who has been on disability leave and who desires to return to duty following recovery for the disability must produce a physician's statement stating that the member is capable of resuming duties expected in the district.
- F. In ordinary circumstances, as determined by their physician, a member who has undergone hospitalization or home confinement shall be expected to resume duties, upon documentation from the mutually agreed upon physician, on a full time status within fifteen days of the date of release from hospitalization or home confinement.
- G. The provisions of this agreement shall not impose an obligation to grant or extend a leave beyond the school year (July 1- June 30) in which the leave was taken.
- H. Family and Medical Leave (New) - the parties to this memorandum agree to negotiate those parts of the board of education Family and Medical Leave Policy that affect terms and conditions of employment and require bilateral negotiations according to the provisions of the Taylor Law.
- I. All leave time granted under the provisions of this article shall count toward the 12-week leave requirement of the Family and Medical Leave Act (FMLA).

## **17. SICK DAYS**

- A. It is agreed by and between the parties that sick leave will be earned on the basis of hours worked. Included in the definition of hours worked is holiday pay.
- B. Hours worked will mean actual on-the-job hours plus holiday pay.
- C. Sick days will be earned at a rate of one day per month, including holidays, (defined as the individuals established work day).
- D. Sick days will be claimable only after they have been earned.
- E. Record keeping for sick day use will be a responsibility of the location where daily work is performed.
- F. The location will provide an accounting of sick leave used by each employee prior to September 1 of each year of this agreement.
- G. Medical evidence as provided by a physician's statement must be presented for each case of illness over five (5) days in succession, if requested by the immediate supervisor or principal.
- H. Elective hospitalization or confinement will be paid for only if a physician's statement is provided mandating incapacitation during the work year. In the absence of such verification time off for elective hospitalization or confinement will be without pay.

## **18. SICK LEAVE BANK**

- A. Each employee donates 1 day from his/her accumulated sick leave at the completion of their first year of employment.
- B. All contributions to the Sick Leave Bank will be made by the members of the Association.
  - 2. If the number of days remaining in the Sick Leave Bank falls below fifty (50) days, each member of the bargaining unit will contribute one sick leave day from his/her accumulated sick leave to replenish the Sick Leave Bank.
- C. Committee
  - 1. Members
    - Member from the School Aide Association (chosen by president of association).
    - Member from the Cafeteria Workers' Association or the Transportation Employees' Association (revolving basis).
    - Supervisor
    - Superintendent's designee.
  - 2. Simple majority vote for first application to the bank.

3. Unanimous vote for second application to the bank for the same illness. Similar diagnosis within a 6-month period of time shall be considered the same illness, and will require unanimous approval.

**D. Guidelines**

1. Written request
2. Physician's written statement required, stating nature of the illness and the expected date of return.
3. Exhaustion of employee's own accumulated sick time.
4. Applicant must have worked for the district for at least one year to be eligible to receive sick bank consideration.
5. Decision to be based on:
  - Nature of the current illness.
  - Length of employment with the U-E district.
  - Prior attendance history.
  - Any other criteria as determined by members of the sick bank committee.

**E.** Employees will become eligible to apply for sick days from the sick leave bank beginning with their second year of employment. After the first year of employment, members of the bargaining unit may apply for up to ten (10) days per year of service up to a maximum of sixty (60) days from the bank for an employee who has six years or more of service to the District.

**F.** The provisions of this article apply only to current illnesses of the employee. Similar diagnosis within a 6-month period of time shall be considered the same illness.

**G.** Request for days from the sick bank may be denied if:

1. An employee has used 50% or more of his/her sick leave during each year of employment unless a physician's statement explains the reason for the absences.
2. An employee demonstrates a regular pattern of absences (e.g. frequently absent on Mondays or Fridays or uses sick days in a regular weekly or monthly pattern), unless such absences are explained by a physician's statement.

**H.** Permanently disabled persons are not eligible.

**I.** Employees receiving disability or Workers Compensation payments are eligible to receive only the difference between the disability payment and the employee's regular salary.

**J.** Decisions made by the sick bank committee shall not be subject to grievance.



## **19. CHILD CARE LEAVE**

All leave time granted under the provisions of this article shall count toward the 12-week leave requirement of the Family and Medical Leave Act (FMLA).

- A.** Any member, regardless of sex, shall have the right to apply for a leave without pay for childcare purposes. In cases where both husband and wife are workers in this school district only one of the pair shall be entitled to leave.
- B.** The application for childcare leave must be made no later than the end of the period of medical disability following the birth of a child, or when the child becomes a member of the family unit in the case of adoption of a child.
- C.** Child care leave may be granted for a period of time up to one year from the end of the period of medical disability following the birth of a child.
- D.** Upon application, up to an additional year may be granted at the discretion of the District.
- E.** A member who has been granted a childcare leave upon returning to duty may be assigned to any position in the school district within the civil service title held.

## **20. PAYROLL DEDUCTION**

- A.** Dues Deduction - In the event that the association requests dues deduction, the district will deduct dues subject to mutually agreed upon procedures.
- B.** Direct Paycheck Deposit - The District will offer direct deposit of the bargaining unit member's paycheck to the local banks and credit union listed below subject to the following:
  - 1. The direct service is offered at no cost to the District.
  - 2. The entire net pay amount is deposited.
  - 3. The District has no liability for losses that may be incurred by the employee using the direct deposit benefit.
    - Binghamton Savings Bank
    - Key Bank
    - Chase Lincoln First Bank NA
    - M & T Bank
    - BCT Federal Credit Union
    - Visions Federal Credit Union
    - Horizons

- C. NYSUT Benefit Trust - The District shall provide payroll deduction to the NYSUT Benefit Trust Program in accordance with the procedures agreed upon in a memorandum of understanding.

**NOTE:** Memorandum of understanding shall include the procedures established for members of the ETA participating in the NYSUT Benefit Trust per the February 4, 1987 memorandum.

## 21. VARIATIONS OF WORK YEAR AND CALENDAR

- A. The time to be worked for all members will be consistent with terms of the agreement.
- B. Management has unilateral control of the calendar. Workdays scheduled in the yearly calendar will remain consistent once the calendar is distributed to employees, unless emergency school closings (e.g. snow days) result in a change in the student instructional calendar. In such cases, the Superintendent of Schools shall have the discretion to amend the work calendar subject to the limitations imposed by Article 6, Emergency School Closings.
- C. The work calendar for bargaining unit members will contain one workday (or two half-days) that will be designated for staff development or in-service training. This is not in place of a regularly scheduled workday. The Superintendent reserves the prerogative to schedule different staff development or in-service days for sub-groups within the bargaining unit (e.g. all monitors, teacher aides working in special education classrooms, all elementary teacher aides, teacher aides assigned to computer assisted instruction, etc.).

Some bargaining unit members may be required to alter their work schedule on staff development/in-service training days. If the number of work hours for the bargaining unit member exceeds the number of regularly scheduled daily work hours for that individual, the additional work hours will be paid at the bargaining unit member's regular hourly rate.

## 22. TRANSFERS

Seniority will be a factor in all transfers.

## 23. DURATION OF AGREEMENT

Agreement will be effective July 1, 2004 and continue in effect through June 30, 2007.

## 24. EXISTING TERMS AND CONDITIONS

All existing terms and conditions of employment not described in this agreement shall remain in effect for the duration of this agreement.

## 25. HOLIDAYS

Nine (9) paid holidays will be granted: Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day plus one additional holiday either the day after Thanksgiving Day or Good Friday. The district will specify the specific dates for paid holidays on the district work calendars each year.

## **26. JOB DESCRIPTION**

A copy of the civil service job description which is applicable to the specific title of a new employee will be reviewed with the new employee at a meeting between the employee and the immediate supervisor not later than the first week of employment. The description will be signed and dated by both parties and forwarded to the Personnel Office for filing.

## **27. STARTING TIME**

The starting time for each position will be determined by the District based on the individual needs of the position. The starting time for each position will be given to the employee on or before the first day of the school year and may be changed, upon one week notice, if:

- The starting or ending times of the school building change.
- The needs of the program in which the employee works change, or if the program to which the employee is assigned is eliminated and the employee is transferred to another assignment.
- The needs of the individual student to which the employee is assigned change, or if the student moves or no longer requires the same level of service.

## **28. PERSONAL BUSINESS DAYS**

- A. All bargaining unit members will receive 3 personal days each year. No reasons will be given. A bargaining unit member's personal leave accumulation may not exceed five (5) days at the beginning of or during a school year.
1. A maximum of one (1) staff member from the SAA (two (2) staff members from George F. Johnson Elementary, Jennie F. Snapp Middle School and Union-Endicott High School) may use a personal day on any single workday. Additional members may be granted personal days if a substitute is available and a substitute is required. Substitute necessity will be determined by the building administrator.
  2. Personal days shall not be used for the following reasons:
    - The first day of hunting/fishing season
    - Superintendent's Conference Days
    - Parent/Teacher Conference Days
    - The first/last day of school
    - Before/after a vacation or holiday
    - Social or recreational purposes
    - Other employment or business venture
    - Other business that could have been conducted during the unit member's non-work hours

Non-conforming leave days or the use of sick leave under this article can be requested and may be granted at the discretion of the Superintendent of Schools or his designee.

3. One unused personal day above the five (5) accumulated personal days will be added to the bargaining unit member's accumulated sick leave.

**B. Bereavement**

Up to three (3) days absence will be allowed for death of a family member, and up to five (5) days absence for death of a spouse or child.

1. Definition of "family": husband, wife, father or mother, father-in-law or mother-in-law, anyone who served in the parental capacity, grandmother or grandfather, brother or sister, brother-in-law or sister-in-law, stepparents, and stepchild.

**C. Family Illness**

Up to five (5) days may be used for the purpose of illness in the immediate family (as defined in section A of this article). These five (5) days shall be deducted from the employee's personal sick leave accumulation.

**D. Jury Duty**

Bargaining unit members summoned for jury duty shall continue to receive their regular salary for the duration of the duty and will not be charged personal time for these absences.

**29. LAYOFF - REDUCTION IN STAFF**

In reduction in staff situations, persons reduced will be done on a first in - last out basis by title. District seniority will apply.

This article will apply only when district-wide reduction is a fact.

It is not to be construed as effective when enrollment decreases and the need for aides is eliminated.

The School Aide Association and the District will jointly develop a seniority list.

**30. REHIRE**

- A.** Re-employment by title during the year following a layoff will be accomplished by a seniority list (district). If more than one placement is available, the District shall have the right to use its discretion in assigning an employee returning from a lay-off to any available position within the employee's Civil Service title area. When a member is rehired the first or second year following employment, the member will be treated as a continuous employee for the purposes of computing sick day benefits.
- B.** The hourly rate paid at time of layoff will apply upon re-employment, up to two years.
- C.** If the layoff period exceeds two years, entry-level procedures will apply.
- D.** An employee represented by the Association who is laid off shall be placed on a recall list for one year following the date of the layoff. Said employee will be given a position in his/her title when the next opening occurs.

1. The obligation of the District will be to offer a position for up to the number of hours held by the employee at the time of lay-off. The District may, at its discretion, recall the laid-off employee to a position within the title area for a greater number of hours.
2. A rejection of a recall job offer will remove laid-off employee from the recall list.

### **31. WORKDAY**

The workday for full time positions will not exceed 7 hours except where modified by the calendar produced by the business office.

The workday for part-time positions will be adjusted to each location by the principal.

### **32. DAMAGE TO PERSONAL PROPERTY**

The school district will reimburse association members for loss or damage to personal property if said damage occurs in the performance of established duties.

Reimbursement will be subject, in all cases, to a \$25.00 deductible factor and will never apply to items covered by personal insurance of any type held by association members.

#### **EXAMPLES OF PERSONAL INSURANCE:**

*Homeowners policy*

*Automobile insurance*

Damage to automobiles and other objects not considered "part of the person" is excluded.

### **33. POSTING OF VACANCIES**

Notice of openings in the school system will be posted in all buildings at least 5 days before the job is filled.

### **34. GUARANTEED RUN HOURS FOR BUS ATTENDANTS**

Hours for which the Bus Attendant will be paid will be equal to those established for the bus run.

**EXAMPLE:** *If a bus run is 4 hours long, the Bus Attendant would be paid for 4 hours even if the bus driver completes the run in a shorter time.*

### **35. REPRODUCTION OF AGREEMENT**

Management agrees to reproduce a final copy of this agreement for distribution by the negotiating team to all members of the organization.

### **36. GRIEVANCE**

The purpose of this procedure is to provide an acceptable method for settlement of employee grievances over the interpretation of this agreement.

**A. Section I – Definitions**

1. A "grievance" is an alleged violation of the expressed written words in this agreement.
2. The "association" is the school aide association.
3. A "member" is any person or group of persons in the negotiating unit covered by this agreement.
4. An "aggrieved party" is any member or more than one bargaining unit member in a class action grievance (A class action grievance involves a single set of facts, but involves multiple aggrieved parties) who believes she/he/they has been injured by the violation of this agreement.
5. The "principal" is a person holding title or appointment in each school building or his designee or the immediate supervisor.
6. The "superintendent" is the chief executive officer of the district or his designee.
7. A "day" is one school day when pupils were in attendance. No grievance will be entertained unless the grievance has been presented at the first level within forty (40) school days after the member knew of the act upon which the grievance is based.

**B. Section II - Grievance Procedure**

Grievant must be present at all stages of the grievance, except for class action grievances; representation may be in attendance with the grievant. A class action grievance must be signed by all aggrieved parties but can be processed by the Association as one grievance. The failure of an aggrieved party to sign a class action grievance will disqualify him/her from any award or remedy. In a class action grievance, the District shall have the right to question in the presence of Association representative any of the aggrieved parties.

Level 1

The aggrieved party shall discuss his/her grievance informally with the principal or immediate supervisor. If the informal discussion does not result in a satisfactory resolution, the aggrieved party, may, within five (5) days of the informal conference, submit the grievance to the principal on the approved grievance form. The principal shall, within five (5) days of receipt of the formal grievance, render his decision in writing to the grievant.

Level 2

Should the grievant be dissatisfied with the decision rendered at Level 1, he/she may within ten (10) days submit the grievance, the decision rendered at Level 1 and any supporting documents to the superintendent for his consideration. The superintendent may conduct a formal hearing. Within ten (10) days of the receipt of the grievance the superintendent shall render his determination and ruling in writing to the aggrieved party.

Level 3

Should the aggrieved party be dissatisfied with the decision rendered at Level 2 the aggrieved party may, within ten days, request a hearing with the board of education.

The board of education may conduct a hearing. Within ten (10) days, after the hearing the board of education shall render its decision in writing to the aggrieved party.

### **37. REPRESENTATION RIGHTS**

Bargaining unit members shall have the right to Association representation at employer conferences, interviews, or interrogations, which may lead to disciplinary action. The bargaining unit member's right to representation, as defined by this article, shall in no way impede the District's right to take prompt disciplinary action. Failure of the District to notify the employee of the disciplinary nature of the interview or conference shall not invalidate any disciplinary action taken by the employer. It shall not be the obligation of the District to notify the employee of his or her rights under this section.

### **38. PERSONNEL FILES**

- A.** Bargaining unit members shall have the right to review the contents of their personnel files with the exception of letters of reference, pre-employment recommendations, and other confidential information. Requests to examine the contents of the employee's personnel file shall be honored during regular business hours for the Personnel Office and upon a minimum 48 hours notice. The Assistant Superintendent for Administrative Services shall have the right to reschedule any personnel file review where such review interferes with the operation of the Personnel Office. The employee may not review his/her personnel file during his/her scheduled work hours.
- B.** The employee will sign a statement indicating that he/she has reviewed the contents of his/her personnel file and the date of the review.
- C.** Photocopies of material contained in the personnel file (with the exception of restricted material identified in part A of this article) may be requested. Such copies will be provided at a cost of \$.25 per page copied. Request for copies of personnel file material is limited to a maximum of 10 pages in a single request and must be made in writing. The Personnel Office shall have five (5) working days to fill a request.
- D.** Material descriptive of the employee's conduct, service, or character may be placed in the employee's personnel file only if such material is marked "cc: personnel file" or if it is otherwise made available for the employee's review.
  - 1.** The employee must acknowledge the presence of such material in the personnel file by initialing the document and indicating the date and time review of the document(s) takes place.
    - a)** Initialing the document(s) does not necessarily indicate agreement with the material.
    - b)** Review and initialing of the document(s) must occur within 48 hours of notice that said document(s) is (are) to be placed in the personnel file. Failure to initial the document(s) within 48 hours shall constitute a waiver of the employee's right to review such material.

- c) If the document(s) is (are) not reviewed in person by the employee, the District's sole obligation shall be to mail said document(s) to the last home address provided by the employee. Mailed documents shall be considered to be received 48 hours after the date the document(s) are mailed.
- d) Failure to initial the document(s) shall in no way preclude the use of such documents for any purpose by the District.

### **39. WORKERS COMPENSATION**

- A. Employees on a medical/disability leave of absence because of a job related injury/illness, as determined by the Workers Compensation Board, will be allowed to continue participation in the health and/or dental insurance plan(s) for up to one year from the date of injury as filed on the Workers Compensation C-2 form. The District will be responsible for paying the employer's share of the premium payment(s). The employee must pay the employee's share, by the payment deadlines established by the District, to continue receiving this benefit.
- B. Employees eligible to receive Workers Compensation payments for lost work time may either: directly receive Workers Compensation payments for lost work time and not use accumulated sick leave time, or; use accumulated sick leave time.
  - 1. If the employee chooses the latter, the District, upon receipt of Workers Compensation payment for the employee's lost work time, will reimburse the employee's accumulated sick leave account a pro-rated number of sick days. The pro-rated number of sick days will be calculated by dividing the employee's daily rate into the amount of the Workers Compensation lost work time payment and rounding to the nearest whole number.

### **40. ASSOCIATION RIGHTS**

- A. The District maintains that union business should be conducted outside normal work hours. Any matters which affect the Association or its members which can be scheduled after work hours will be scheduled after work hours. An employee may use personal leave days (provided under Article 28 (A) (5), Personal Business Days - Attendance at legal proceeding in or out of court, subject to advance approval by the Superintendent of Schools (or designee) a minimum of three (3) work days, in advance, for any court appearance or administrative hearing, where the employee is legally required to attend, that cannot be scheduled outside the work day, up to a maximum of two work days per year. Proof of the employee's involvement must be provided. Time off allowed shall be only that which is needed for the employee to attend the hearing, or portion of the hearing in which the employee is directly involved, and to return to his/her job in a reasonable time thereafter.



#### **41. FLEXIBLE SPENDING**

- A. Members of the bargaining unit will have the opportunity to participate in the district's flexible spending program (IRS 125 Plan). Employees will have the opportunity to set aside up to \$2500 per year for un-reimbursed medical expenses and up to \$5000 per year for dependent care. Employees participating in the flexible spending program will be responsible for paying the monthly administrative fee (via bi-weekly payroll deduction). The District reserves the right to choose the plan administrator for the flexible spending program.
- B. It is understood that, as part of the flexible spending program, all bargaining unit members who have district provided health insurance will have the deductions for the employee share of the health insurance payment deducted on a premium credit basis (i.e. deductions are made on a pre-tax basis).

#### **42. AGENCY FEE**

- A. The Union-Endicott Central School District shall deduct from the salary of employees in the bargaining unit who are not members of the School Aide Association (SAA) an agency fee in the amount equivalent to the unified dues levied by SAA and shall promptly transmit the sum so deducted to the SAA, in accordance with Chapters 677 and 678 of the Laws of the State of New York, as amended. The SAA affirms that it has adopted such procedure for refund of agency shop fee deduction as statutorily required. This provision for agency shop fee deduction shall continue in effect so long as the SAA maintains such a procedure.
- B. Deductions of this agency fee shall be made consistent with the provisions of Article 20 (A) of this agreement or in such other manner as the parties may agree in writing.
- C. The SAA will provide the District with legal counsel for any litigation which arises as a result of the agency fee language contained in this agreement.

#### **43. MILEAGE REIMBURSEMENT**

Members who have been authorized to drive their personal vehicles, as part of their regular duties, will be reimbursed for miles driven at the IRS approved mileage rate. Only employees who travel to multiple assignments in a single workday will be eligible for mileage reimbursement. Mileage is to be computed based on a distance chart developed by the District.

#### **44. PROFESSIONAL DEVELOPMENT**

A committee will be formed consisting of two (2) Association representatives and two (2) District representatives. The purpose of this committee will be to establish course offerings and/or workshops for bargaining unit members in reference to Article 21, Section C.

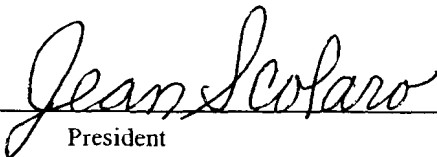
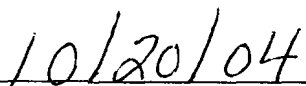
**45. FINGERPRINTING REIMBURSEMENT**

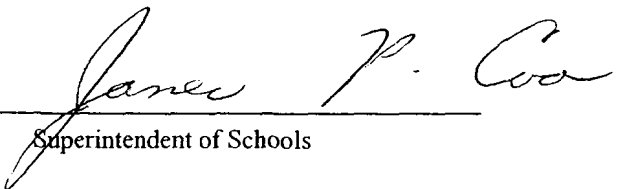
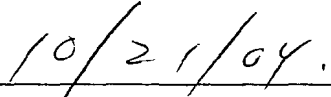
The District will reimburse, up to \$115, to new hires for the cost of required fingerprinting, when the District receives final clearance from the Office of School Personnel Review and Accountability (OSPRA).

**46. EMPLOYEE ASSISTANCE PROGRAM**

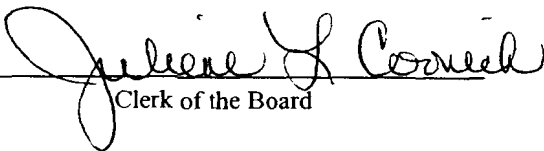
The parties shall implement an Employee Assistance Program (EAP). The District shall fund said EAP.


**OTHER** – Dates, examples, and grammatical changes shall be made as appropriate and as agreed by the parties to the contract. All other proposal are withdrawn without prejudice.

  
\_\_\_\_\_  
President  
School Aide Association  
  
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent of Schools  
  
  
\_\_\_\_\_  
Date

Appropriate resolution under Section 204 A of the Taylor Law – passed by the Board of Education on June 28, 2004; Resolution number 04-6-G59.

  
\_\_\_\_\_  
Clerk of the Board

  
\_\_\_\_\_  
Date

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