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Union: **Newark Valley United Support Staff**

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GEN/9630

AGREEMENT BETWEEN

CHIEF SCHOOL ADMINISTRATOR

NEWARK VALLEY CENTRAL SCHOOL DISTRICT

AND

NEWARK VALLEY UNITED SUPPORT STAFF

July 1, 2007— June 30, 2011



RECEIVED

DEC 16 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

19 Empl



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ARTICLE 1 PREAMBLE

The School District and the Newark Valley United Support Staff 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 Employees Fair 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

The Newark Valley Central School District Board of Education having recognized the Newark Valley United Support Staff as the exclusive negotiating agent for the bargaining unit extends to such unit the right of unchallenged representation as set forth in Section 204 of the Public Employees Fair Employment Act. Such representation includes and is limited to personnel employed by the Newark Valley Central School District in the following permanent positions:

- Account Clerk Typist
- Senior Typist
- Typist
- Library Clerk
- School Nurse
- Clerk

Such unchallenged representation shall be until seven months prior to the expiration of this agreement as provided under Section 208, subdivision 2 of the Public Employees Fair Employment Act. Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Newark Valley United Support Staff without fear of coercion, reprisal, and penalty from the Newark Valley United Support Staff or the Employer. Employees may join and take an active role in the activities of the N.V.U.S.S. without fear of reprisals from the employer.

ARTICLE 3 PAYROLL DEDUCTIONS

3.1 Payroll Deductions

3.1.1 Tax Sheltered Annuities (TSA)

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

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

3.1.1.2.1 First two (2) weeks in October

3.1.1.2.2 First two (2) weeks in January

3.1.1.2.3 First two (2) weeks in May

3.1.2 NYSUT Benefits Trust

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

3.1.3 Flexible Spending Account

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

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

3.2 Direct Deposit

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

ARTICLE 4 VACANCIES

- A. Notification of vacancies for non-instructional positions in the District will be given to the Chairperson of the N.V.U.S.S. as soon as the decision is made to seek applicants to fill the vacancy. Notice of such vacancies will be posted on bulletin boards in each building.
- B. Employees who desire to apply for such vacancies shall submit a written application to the District Office.
- C. Qualified personnel from within the system will be granted an interview upon request.
- D. Appointment to vacancies will be made by the Board of Education upon the recommendation of the Superintendent of Schools.
- E. Appointments for competitive Civil Service positions will be made in accordance with Civil Service Law. (It is understood that appointments will be made from an eligibility list established from the results of an examination given by the Tioga County Civil Service Commission in accordance with current Civil Service Law.)

ARTICLE 5 ASSIGNMENT, TRANSFER AND LAYOFFS

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

- B. Transfers of personnel are made by the Superintendent of Schools or his or her designee whenever the best interests of the District will thereby be served. A meeting between the employee and his/her immediate supervisor shall take place before any transfer is effected. At such meeting the employee may have the opportunity to have present a representative of his or her choice. The employee shall have the opportunity to request a meeting with the Superintendent of Schools to discuss the transfer.

- C. Layoff of Non Competitive Employees - Whenever the Newark Valley Central School District abolishes a position in the non-competitive class, the services of the least senior unit member in the affected job classification shall be discontinued.

- D. Assigned daily work hours will be:
 - C Library Clerk 7.5 hours;
 - 1- C Clerk 6.0 hours
 - 1- A Typist 7.5 hours
 - A Senior Typist 7.5 hours
 - A Account Clerk Typist 7.5 hours

d-B +

Registered Professional Nurse:

- C Elementary School 7.0 hours
- C Middle School 7.0 hours
- C High School 7.0 hours

The District reserves the right to adjust, by no more than 30 minutes, the starting time of unit members to provide coverage for district operations. Unit members will be advised not less than 10 days before any change in starting times.

The District reserves the right to adjust assigned daily work hours based upon the needs of the School District. Should the district have two part-time positions that do not overlap for more than one (1) hour, the positions shall be combined to make one (1) position.

ARTICLE 6 EMPLOYEE STATUS AND WORK WEEK

- A. A type A Employee is a person *who is* employed for twelve months.

- B. A type B Employee is a person *who is* employed for eleven months.

- C. A type C Employee is a person *who is* employed for ten months.

- D. Meal Periods - Unit members who are employed for six or more hours per day, and whose work hours include the hours extending from eleven o'clock in the morning to two o'clock in the afternoon, are entitled to a midday meal period of thirty minutes.

The midday meal period must be scheduled with the supervisor and must be taken between the hours of eleven o'clock in the morning and two o'clock in the afternoon. The midday meal period is unpaid.

- E. Break Periods- Unit members who work four consecutive hours in a day are entitled to one fifteen minute break. Unit members who are employed for 7.5 or more hours per day are entitled to one additional fifteen minute break. These break periods are paid time and must be scheduled with the supervisor.
- F. Extra Hours- Work hours beyond the regular scheduled work day, or work week, require prior approval by the unit member's supervisor and shall be compensated at the appropriate rate of pay.
- G. Snow Days – Type A and B unit members work year includes snow days when students are not in attendance. Unit members are to report to work on snow days as soon as road conditions permit them to travel to the work site. Unit members have the option of utilizing accrued vacation days on snow days.

The use of personal sick leave on snow days is not encouraged but may be used in the instance of illness.
- H. Summer Hours(reduced hours) – Summer hours for Type A and Type B unit members are one hour less than regular work hours and are in effect from July 1 to August 31 only. When a Type C employee is called in to cover for a Type A or Type B employee, the Type C employee will work the reduced summer hours and will be compensated for the full, non-reduced, hours of the position for which they are covering.
- I. Flex Time - An employee may flex his/her workday, with prior approval from his/her immediate supervisor. This option may be used for a maximum of 2 hours per instance; a maximum of 4 instances per year; time to be made up within 1 payroll period.

ARTICLE 7 VACATIONS

- 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	= 10 days
from the first full year of employment through the fourth year	= 12 days
from the fifth year to the sixth year	= 13 days
from the sixth year to the seventh year	= 14 days
from the seventh year to the eighth year	= 15 days
from the eighth year to the ninth year	= 16 days
from the ninth year to the tenth year	= 18 days
from tenth to eleventh year	= 19 days
from eleventh to twelfth year	= 20 days
from twelfth to thirteenth year	= 22 days
from thirteenth to fourteenth year	= 23 days
from fourteenth to fifteenth year	= 25 days
after the fifteenth year	= 25 days

Vacation days will be given to the employee on July 1 of the school year from which the vacation time is to be taken. After five years of service the employee may accumulate up to five days of vacation. At least one week of earned vacation must be taken on consecutive days. All vacation time must be prearranged with the department head. When a holiday falls within the vacation period, the employee will not be charged for a vacation day.

- B. Type B employees are entitled to paid vacation according to the following schedule:
- | | |
|--|-------------------|
| from the date of hire to June 30, .455 days per month from the first full year | = 5 days per year |
| from the fifth year to the sixth year | = 6 days |
| from the sixth year to the seventh year | = 7 days |
| from the seventh year to the eighth year | = 8 days |
| from the eighth year to the ninth year | = 9 days |
| After nine years | = 10 days |

Vacation days are credited to the employee on July 1 of the school year for which vacation time is to be taken. Vacation time is to be arranged with the department head. When a holiday falls within the vacation period, the employee will not be charged with a vacation day. Type B employees receive twenty two days of unpaid leave per year. These days must be arranged with approval of the department head.

- C. If an employee is unable to take his/her vacation before the end of the year, due to actions of the Employer, he/she shall receive pay for such vacation or shall be allowed to add the unused vacation to his/her sick leave accruals, at his/her 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. Requests for vacation in excess of 2 days require a minimum of 5 days notice to the Employer.
- D. Type C employees may opt to work up to three days per school year on days when students are not in attendance in lieu of up to three work days when students in attendance. These days must be prearranged with the department head.

ARTICLE 8 PAID HOLIDAYS

Type A and Type B Employees are eligible for the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Fourth of July	Christmas Eve Day
Labor Day	Christmas Day

One additional holiday during each year will be determined by the Superintendent. This holiday will be scheduled to occur within the ten month period commencing September 1 and ending June 30. At the beginning of each year the Administration will publish alternate dates for any holidays which fall on a weekend.

ARTICLE 9 COMPENSATION

A. Starting wages for new employees will be the following hourly rates:

	2007-08	2008-09	2009-10	2010-11
	per hour	per hour	per hour	per hour
Clerk	\$ 9.53	\$ 9.93	\$ 10.33	\$ 10.74
Library Clerk	\$ 9.55	\$ 9.96	\$ 10.35	\$ 10.77
Typist/Sr. Typist	\$ 9.53	\$ 9.93	\$ 10.33	\$ 10.74
Account Clerk Typist	\$ 10.91	\$ 11.38	\$ 11.83	\$ 12.31
Nurse	\$ 16.55	\$ 17.26	\$ 17.95	\$ 18.67

The District retains the right to hire new employees with experience at greater than the starting wage, but not higher than any current employee in the same job title with similar experience.

It is further agreed that if the federal minimum wage is increased during the life of this contract, both parties will reopen negotiations on salaries only.

B. Each returning employee in the bargaining unit will receive a pay increase as follows:

- 2007-08: 4.25%
- 2008-09: 4.25%
- 2009-10: 4.00%
- 2010-11: 4.00%

C. Pay for work beyond the lawful maximum of 40 hrs/wk is at 1 1/2 times the hourly rate. All overtime must have the prior approval of the department head. Vacation and personal leave time during the regularly scheduled work week will not be counted toward the forty hours necessary to be paid overtime.

D. Type C hourly employees will receive biweekly compensation on the basis of their hourly rate multiplied by 180 days multiplied by hours worked per day divided by the number of pays. Additional days beyond the 180 days base necessary to fulfill the instructional calendar will be paid on an hourly, as worked basis. Type A and Type B unit member base compensation will be calculated on the actual work days to be worked in a fiscal year.

Additional compensation of fifty dollars per day will be paid to any unit member who is a registered professional nurse who, in addition to his/her regular assignment, is required to provide coverage for another unit member who is a registered professional nurse and is absent for a full day, and for whom a substitute could not be obtained.

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

For the fiscal year in which the employee will complete five years of district service and each year thereafter -- 2007-08 - \$225.00; 2008-09 - \$250.00; 2009-10 - \$275.00; 2010-11 - \$300.

For the fiscal year in which the employee will complete ten years of district service and each year thereafter, an additional -- 2007-08 - \$225.00; 2008-09 - \$250.00; 2009-10 - \$275.00; 2010-11 - \$300.

For the fiscal year in which the employee will complete fifteen years of district service and each year thereafter, an additional -- 2007-08 - \$225.00; 2008-09 - \$250.00; 2009-10 - \$275.00; 2010-11 - \$300.

For the fiscal year in which the employee will complete twenty years of district service and each year thereafter, an additional -- 2007-08 - \$225.00; 2008-09 - \$250.00; 2009-10 - \$275.00; 2010-11 - \$300.

For the fiscal year in which the employee will complete twenty-five years of district service and each year thereafter, an additional -- 2007-08 - \$225.00; 2008-09 - \$250.00; 2009-10 - \$275.00; 2010-11 - \$300.

For the fiscal year in which the employee will complete thirty years of district service and each year thereafter, an additional -- 2007-08 - \$225.00; 2008-09 - \$250.00; 2009-10 - \$275.00; 2010-11 - \$300.

Longevity Service Awards will be included in the annual salary of the eligible employee to become part of the employee's base salary, and will be paid in one installment in the employee's first paycheck of the fiscal year.

ARTICLE 10 BENEFITS

- A. The Newark Valley Central School District will provide each eligible bargaining Unit member with a choice of two (2) health insurance plans:

Plan I – An indemnity plan with benefits equal to or better than those provided on June 30, 2004. A prescription drug rider with \$1 generic/\$4 brand name co-pay. A mail order prescription drug rider with \$0 generic/\$5 brand name for a three-month supply.

Plan II — A PPO insurance plan with benefits equal to or better than the Blue Cross/Blue Shield Regionwide Blue PPO Plan H available on June 30, 2004.

The District will provide unit members with an opportunity to switch between plans quarterly.

For Unit Members eligible for enrollment on May 31, 1993, the district will contribute 95% of the Plan II premium less \$75.

For Unit Members hired between June 1, 1993 and June 30, 1997 who were NVUSS members and enrolled in the health insurance plan on June 1, 2004 the district will contribute 95% less \$75 of the Plan II premium if the unit member is employed by the district six or more hours per day. The district will contribute 90% less \$75 of the Plan II premium if the unit member is employed less than six hours per day.

For all Unit Members initially employed by the district on or after July 1, 1997, the district's contribution for health insurance will be:

If the unit member is employed six or more hours per day, 90% less \$75 of the Plan II premium.

If the unit member is employed at least 5 but less than six hours per day, 70% less \$75 of the Plan II premium.

If the unit member is employed less than 5 hours per day, 50% less \$75 of the Plan II premium.

- 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. Participation described in this article is in accordance with the following schedule:

The district will contribute 95% of Dental Insurance premiums for all unit members.

- C. Dental benefits will be administered through a third party administrator.

- D. Should the District reduce the hours of an employee so that such reduction requires the employee to contribute a higher percent of their health insurance premium as indicated in Article 9.A, said employee shall retain the right to continue their health insurance coverage at the lowest attained employee contribution rate. This entitlement shall not be available to employees who voluntarily request a reduction in hours.

- E. Participation in the Flexible Spending Program shall be according to the terms and conditions established by the School District.

- F. The District will provide the opportunity for surviving non-unit member spouse and dependents, as defined in the health insurance contract, to purchase insurance coverage through the District Employee Group Plan as allowable by the insurance carrier and providing that the aforementioned survivors pay 100% of the premium rate.

ARTICLE 11 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:
Type A employees = 16 days
Type B employees = 14 days
Type C employees = 13 days

TYPES OF PAID LEAVE

- A. Personal Sick/Family Illness Leave - Accumulated days may be used for personal sickness/family illness of immediate family or household. A doctor's certificate may be requested by the Superintendent for prolonged or frequent absences.

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). Household shall be defined as a person domiciled in the employee's home for at least 30 days prior to request of leave.

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.")

- B.
1. Bereavement Leave Each employee within the Bargaining Unit shall receive three days bereavement leave upon a death of the immediate family or household as defined in Paragraph B. above. Each employee shall receive one day bereavement for any other relative. Bereavement leave is not deductible from any leave accumulation.
 2. In the event of a non-family death, leave will be determined at the discretion of the Superintendent of Schools on a case by case basis. Such leave will be deducted from the accumulated leave of the unit member.
- C. 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. A unit member may carry up to two (2) unused paid personal business leave days into the next school year. The maximum number of paid personal business leave days shall be five (5) days. Any unused paid personal business leave days not carried over into the next school year shall be transferred into the employee's accumulated personal sick/family illness leave account.

Personal Business Definition: - Personal business is a transaction or event of immediate or pressing importance which cannot be rescheduled because of significant involvement of the individual applying for leave and other professional parties and/or institutions (e.g. acceptable business transaction - house/property closing, legal litigation, court appearance, sensitive personal matter - divorce proceedings, personal emergency - traffic accident; special event - graduation ceremonies for self or immediate family member.)

A personal business leave request must have prior written application through the immediate Supervisor to the Superintendent. In case of emergency, notification will be given to the supervisor by telephone or in person and a written application completed upon return to work. Except in cases of emergency, application should be filled out at least five (5) days prior to the date requested for the leave.

Personal business leave will not be used on the day before or immediately after a vacation or holiday. The employee need not specify the reason for which a personal business day is to be taken. The employee certifies that the reason(s) indicated on the application is (are) a true presentation of the situation. Efforts to determine the validity of the reason indicated on the

application are not precluded by this policy, although it is not intended that they shall be regularly invoked.

- D. Military Leave - Leave of absence from the job will be granted under the conditions stated in Section 242-243 of the Military Law.
- E. Leave without pay - Such leave may be granted by the Board of Education upon the recommendation of the Superintendent of Schools.
- F. 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. It is understood that if the court dismisses early, the employee will return to work.
- G. Accumulated Leave:
 - 1. Unit members having accumulated more than 180 days as of June 30, 1993 will continue to accumulate unused sick days on an unlimited basis.
 - 2. Unit members who do not qualify under subsection (1), unused sick days will accumulate up to 180 days.

ARTICLE 12 GRIEVANCE PROCEDURE

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 parties may present grievances free from coercion, restraint, or reprisal.

Definitions:

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

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

Aggrieved Party - shall mean any person filing a grievance.

Day - shall mean working day.

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 supervisors shall be defined as follows:
- School Building Staff - Building Principal
 - Central Office Staff - Assistant Superintendent
 - Maintenance Staff - Supervisor of Buildings and Grounds
 - Transportation Staff - Supervisor of Transportation

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

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

The Chairperson of the N.V.U.S.S. or his designee, shall be permitted to present grievances during the normal work day providing that 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 the school term as possible.

ARTICLE 13 PERSONNEL FILE

- A. Only one official personnel file shall be maintained for each member of the bargaining unit. The official district personnel file for each member of the bargaining unit may be in the Central Office or another location known by staff. It is understood that materials will be placed in the file only by the Superintendent of Schools or his designee.
- B. Unit members will have the right, upon reasonable request, to review the contents of their official personnel file with the Superintendent of Schools or his designee. The unit member shall be entitled to have a personally selected representative accompany him/her during such a review.

- C. Upon written request, any unit member shall be furnished a reproduction of any material, excluding confidential material/information contained in his/her file at a reasonable cost.

ARTICLE 14 MANAGEMENT RIGHTS

Except as expressly limited by provisions of this Agreement, the authority, rights, and responsibilities delegated under Law to this Board; are retained by said Board; included but not limited to, the right to determine programs, objectives and policies of the District, the curriculum and the selection, hiring, appraisal, promotion, assignment, discipline, transfer, and discharge of employees as permitted by Law, to establish, classify, and allocate new positions and to reclassify, re-allocate and eliminate existing positions, as the Law permits; and to do all else the Law may dictate, require or permit this Board in the discharge of its duties to provide public education within this school district.

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

ARTICLE 15 RETIREMENT

- A. Unit members *who* are employed by the District on or before June 30, 1997, *who* retire with ten 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 95% of Plan II premium

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

District contributes 75% of Plan II premium

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

District contributes 55% of Plan II premium

Unit members hired after June 30, 1997, who retire with fifteen 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 95% of Plan II premium

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

District contributes 75% of Plan II premium

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

District contributes 55% of Plan II premium

- B. To qualify for health insurance coverage as defined above, a letter of resignation for retirement must be received by the Clerk of the Board of Education sixty (60) work days prior to the date of retirement.

In the event of the Board of Education adopting a retirement incentive plan which required less than sixty work days notification, the notification clause will be waived.

In addition, to qualify for insurance coverage as defined above, the employee must otherwise be eligible to retire with a service retirement benefit in accordance with the rules of the New York State Employee's Retirement System.

In the case of a unit member applying for, and receiving, a disability retirement benefit through the ERS, the district would apply "A" (above) in its contribution to health insurance premiums.

- C. Unit members participating in the New York State Employees Retirement System are eligible for retirement benefits under section 75-I and 41-J of the Employees Retirement System.
- D. Unit Members who do not qualify for this benefit may continue health insurance coverage by paying to the District 102% of the applicable premium in advance.

ARTICLE 16 COLLEGE TUITION REIMBURSEMENT

A unit member assigned to work a minimum of four (4) hours per day will receive tuition reimbursement. Tuition charges to be paid will be no greater than \$200.00 per credit hour upon the successful completion of the course(s). Prior approval of the courses must be obtained from the Superintendent of Schools. Appropriate forms are to be used and can be obtained from the Superintendent's Office. Only one course per semester per unit member will be reimbursed.

ARTICLE 17 LICENSURE

The District shall reimburse school nurses for required license fees and for required courses necessary for re-certification.

ARTICLE 18 MISCELLANEOUS PROVISIONS

- A. The members of this Bargaining Unit agree that neither the N.V.U.S.S. 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 or effect.

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

- D. Copies of this agreement shall be printed at the expense of the Board and given to all employees in the Bargaining Unit.

- E. Day(s) as used in this agreement refer to work days.
- F. The District will attempt to schedule an annual C.P.R. Course for unit members. If the District does not schedule such a course, the District will reimburse the Unit Member the cost of the course tuition upon submitting evidence of completion of the course and payment for the course by the Unit Member. Attendance at a pre-approved CPR course that occurs outside of regularly scheduled work hours will be compensated at the unit member's hourly wage.
- G. Professional Development - Attendance at a pre-approved in-service workshop that applies to the unit member's current job responsibilities, and that occurs outside of the regularly scheduled work hours, will be compensated at the unit member's hourly wage.
- H. This Agreement shall constitute the full and complete commitments of the parties and may be changed, added to, deleted from, or otherwise modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- I. Board of Education Policies and Practices of the district and its agents which relate to terms and conditions of employment of bargaining unit members may be changed, added to, deleted or otherwise modified only through the voluntary, mutual consent of the parties in a written and signed Memorandum of Understanding.
- J. Union Release - The United Support Staff Chairperson or his/her designee will be allowed up to three (3) days of release time to conduct Union business per year. It is understood that five (5) working days notification will be given to the Superintendent with regard to the use of this time. The time may be taken in half-day increments. It is understood that the use of this time is limited to two (2) unit members at one time. These days shall be compensated at the unit member's daily pay rate.

ARTICLE 19 DURATION OF AGREEMENT

- A. This agreement shall become effective upon its approval by a majority of the members of the Bargaining Unit and the Superintendent and shall continue in effect until June 30, 2011.
- B. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and therefore, agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this agreement.

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

By: Kristine Tomazin
 Kristine Tomazin, Chairperson
 N.V.U.S.S.

By: Mary Ellen Grant
 Mary Ellen Grant, Superintendent
 N.V.C.S.D.

Date: 7/9/08

Date: 7-9-08

NEWARK VALLEY CENTRAL SCHOOL DISTRICT
Newark Valley, New York 13811

APPLICATION FOR COURSE APPROVAL

Date _____

Applicant: _____

Course Title and Description: _____

Credit Hours _____

Semester _____

Date by which approval is sought _____

Name of College _____

How does this course relate to your job assignment?

Approved _____

Denied _____

Signature of Superintendent of Schools

**Memorandum of Understanding
Between
Newark Valley Central School District
And
Newark Valley United Support Staff**

The undersigned parties agree to the following:

To ensure a 30-minute duty-free lunch for the nurses, the Building Administrator will provide room coverage for the Nurse's office/clinic during the 30 minute duty free lunch period. Should a medical emergency arise, the Nurse will be called to attend to the emergency. The 30 minute duty free lunch period will start anew for 30 continuous minutes after the resolution of the emergency.

By: Kristine Tomazin
Kristine Tomazin, Chairperson
N.V.U.S.S.

By: Mary Ellen Grant
Mary Ellen Grant, Superintendent
N.V.C.S.D.

Date: 7/9/08

Date: 7-9-08