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Union: **Hancock Association of Paraprofessionals**

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AGREEMENT

by and between the

**Chief School Officer
of the
Hancock Central School District**

and the

**Hancock Association
Of Paraprofessionals**

July 1, 2003 - June 30, 2006

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ARTICLE I - RECOGNITION

- A. The employer recognizes the Hancock Central School Unit of the Hancock Association of Paraprofessionals as the exclusive representative for all employees in the Unit described in Article II for the purpose of collective bargaining and grievances.
- B. The employer shall deduct from the wages of employees and remit to the Association regular membership dues for those employees who sign authorization permitting such payroll deductions.
- C. The Hancock Association of Paraprofessionals affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or participate in such a strike.
- D. Definitions
 - 1. Regular Full-Time Employees

Those who work a regular annual schedule and who are regularly scheduled to work no less than a thirty (30) hour work week. The position of CSE stenographer is excluded from the thirty (30) hour requirement as specified.
 - 2. Part-Time Employees

Those who work as substitutes to fill in for regular full-time employees and employees who work less than thirty (30) hours in a work week. The position of CSE stenographer is excluded from the thirty (30) hour requirement as specified.
 - 3. Temporary Employees

Those positions created for less than six (6) months.
- E. Part-time and temporary employees are not covered by this Agreement.

ARTICLE II - COLLECTIVE BARGAINING UNIT

- A. The Collective Bargaining Unit shall consist only of typists, stenographers, school nurses, senior stenographers, account clerk typists, senior account clerk/typists, audiovisual aides, monitors-discipline, school monitors-aides, and CSE stenographer, who work a regularly scheduled work week of thirty (30) hours or more, employed by the Hancock Central School District, hereinafter known as the District. The CSE stenographer is excluded from the thirty (30) hour requirement.
- B. Confidential employees who have been classified as such are excluded from the Bargaining Unit.

ARTICLE III - WORK DAY, WORK WEEK AND OVERTIME

A. Daily Work Hours

The regular workweek for this Unit shall be thirty-seven and one-half (37.5) hours.

B. Overtime

1. The regular workweek for this Unit, for the purpose of determining overtime, shall be thirty-seven and one-half (37.5) hours.
2. All employees shall receive overtime compensation at the rate of time and one-half for hours in excess of the hours established in Section 1 of this Article. For the purpose of determining overtime, only hours actually worked shall be considered.

C. Breaks

1. Two (2) uninterrupted periods of fifteen (15) minutes each, one (1) in the a.m. and one (1) in the p.m.
2. Break times shall be mutually agreed upon by the employee and the immediate supervisor. Said break times, however, shall be staggered in order to continue appropriate staffing/work needs as determined by administration.

D. Summer Hours

When school is not in session, the length of the workday shall be six (6) hours except for snow days and Superintendent Conference Days. Employees shall be paid seven and one-half (7.5) hours for these six (6) hour days. The schedule for these days will be at the discretion of the District after consultation with the Association. In no case will the day end later than 3:00 p.m.

ARTICLE IV - LEAVES OF ABSENCE

A. Vacation

1. Vacation entitlement shall be according to the following schedule:

After one (1) year	One (1) week
After two (2) years	Two (2) weeks
After six (6) years	Three (3) weeks
After nine (9) years	Four (4) weeks
2. Vacation shall be scheduled at the discretion of the District after consultation between the employee and the Superintendent.
3. This Section excludes ten-month employees.

B. Sick Leave

1. Sick leave will accrue at the rate of one (1) per month when actually employed. There shall be no maximum accumulation. Effective July 1, 2005, sick leave for 12-month employees will accrue at the rate of 1.25 days per month when actually employed. For 10-month employees, sick leave shall accrue at the rate of 1.3 days per month when actually employed. Sick Leave may be used for personal illness and/or illness in the immediate family. There shall be no maximum accumulation.

Any unit member who is necessarily absent from duty because of serious illness of his or her family will be granted up to fifteen sick leave days from his or her accumulated sick leave days in any work year. For purposes of this provision, family shall be interpreted to mean parent, spouse and child. This definition may be broadened at the sole discretion of the Superintendent under extraordinary circumstances.

2. First year employees shall be credited with five (5) sick days upon beginning work and these shall be added to the monthly accumulation to the annual maximum. Similarly, current 12-month employees who fall below twelve (12) sick days shall be credited with enough days to bring them up to the yearly allowable number of sick days at the beginning of each school year. Current 10-month employees shall be similarly credited to the amount of ten (10) days if they fall below ten (10) sick days. If an employee leaves the employment of the District for any reason, the credited days used but not earned shall be deducted from his/her final paycheck.
3. An employee's sick leave accumulation that is deducted due to absence while on Workers' Compensation shall be restored upon the receipt by the District of the Workers' Compensation payment.
4. On or about October 1 of each school year, each unit member shall receive an annual accounting of his/her accrued sick leave.

C. Bereavement Leave

1. Unit members shall be granted up to three (3) working days to arrange or attend the funeral of a spouse, child, parent, person in loco parentis, parent-in-law, brother, sister, grandparent or grandchild.
2. One (1) working day shall be granted in the event of the death of brother/sister-in-law, aunts, and uncles.
3. Additional time may be granted in unusual circumstances at the sole discretion of the Chief School Officer.

D. Personal Leave

Two (2) days per year may be used by the unit member for personal business leave. The member will notify, in writing, his/her immediate supervisor giving the reason for the request. Such notices shall be given at least twenty-four (24) hours in advance, except in emergency. Final approval for leave rests with the Superintendent of Schools. Personal business leave shall be used for personal business which can not be scheduled outside of regular work hours. Personal leave may not be used to extend a vacation or holiday period. Unused days will be added to the member's sick leave accumulation.

E. Association Leave

Upon application in writing to the Chief School Officer, an officer or official representative may attend conferences representing the Hancock Unit. Approval of the application will be at the discretion of the Chief School Officer. The employee will suffer no loss in regular salary. Any expense will be paid for by the Association.

F. Jury Duty

1. An employee summoned to jury duty shall notify the Chief School Officer immediately. The employee may be required to transmit a letter written by the Chief School Officer seeking that the employee be excused from jury duty. This letter will be given to the Court upon the employee's initial appearance or mailed to the Court prior to the appearance.
2. Employees summoned to jury duty shall be allowed to serve without financial loss.
3. Any compensation paid to the employee for such service, other than mileage and meal expenses, will be turned over to the District.
4. If excused or excused early, the employee will report back to work.

G. Unpaid Leaves of Absence

Unit members may be granted unpaid leave of absence for up to two (2) years for child rearing, adoption, or other good reason, at the sole discretion of and upon approval of the Board of Education.

ARTICLE V - HOLIDAYS

A. The following holidays shall be granted to unit members:

- | | |
|-----------------------------------|----------------------------|
| New Years' Day | Columbus Day |
| Martin Luther King Jr.'s Birthday | Veterans' Day |
| Presidents' Day | Thanksgiving |
| Good Friday | Day following Thanksgiving |
| Memorial Day | Christmas Eve (full day) |
| Fourth of July | Christmas |
| Labor Day | |

- B. When a holiday falls on a Sunday, the following Monday shall be granted as the holiday. When a holiday falls on a Saturday, the previous Friday shall be granted as the holiday. When Christmas falls on a weekend, the Christmas Eve holiday shall be a floating holiday.
- C. Ten-month employees are not entitled to Fourth of July and Labor Day.

ARTICLE VI - PENSION AND HEALTH INSURANCE

A. Pension

- 1. Eligible employees shall be enrolled in the New York State Employees' Retirement System, in the plan in effect on their date of hire.
- 2. Enrollment is mandatory for twelve month employees and shall be optional for employees working fewer than twelve (12) months per year or less than six (6) hours per day.
- 3. An employee enrolled in the New York State Employees' Retirement System may convert sick leave credits for additional retirement credit up to one hundred sixty-five (165) days. Upon retirement, employees shall be paid for the total number of sick days beyond one hundred sixty-five (165) days.

B. Health Insurance

1. Individual Plan

Each employee who obtains individual coverage will pay three dollars (\$3.00) per month. Effective July 1, 2004, each employee who obtains individual coverage will pay six dollars (\$6.00) per month. Effective July 1, 2005, each employee who obtains individual coverage will pay ten dollars (\$10.00) per month.

2. Individual and Dependent Plan

The employee will pay ten dollars (\$10.00) per month. Effective July 1, 2004, the employee will pay twenty dollars (\$20.00) per month. Effective July 1, 2005, the employee will pay thirty dollars (\$30.00) per month. If an employee elects not to be covered by the District's health insurance plan, the employee will receive a payment of four hundred dollars (\$400) annually. Work for part of a school year will be prorated on a monthly basis. If an employee wishes to change his/her option, the District will be notified of the desire to change by April 30, and the change will become effective July 1.

- 3. The District may choose a reliable new carrier provided that such new plan provides coverage equal to or better than the Statewide Plan. The name and carrier of any new plan will be listed in this Agreement.

- 4. The District will pay fifty percent (50%) of the premium for individual coverage for retired employees and thirty-five percent (35%) of the premium for dependent coverage for an employee who retires with a minimum of ten (10) years' service in the District.

5. Effective July 1, 2004, the employee co-pay for the drug card benefit will be \$5.00 for generic and \$10.00 for legend drugs. Effective July 1, 2005, the employee co-pay for the drug card benefit will be \$7.00 for generic and \$12.00 for legend drugs.

C. DCMO (Delaware-Chenango-Madison-Otsego) Health Consortium

1. The Hancock Central School District shall provide a comprehensive health benefits plan equal to or better than The Empire Plan-Core Plus Enhancements and all its riders in effect on the day prior to the District joining the Delaware-Chenango Health Consortium.
2. The Hancock Central School District Medical Plan Document shall be subject to the approval of the Co-Presidents of the Hancock Association of Paraprofessionals (HAP) and upon approval said Plan Document shall be incorporated by reference.
3. No current enrollees of the current The Empire Plan shall be denied access to benefits in the Hancock Central School District Medical Plan because of pre-existing medical conditions.
4. All enrollees in the Hancock Central School District Medical Plan shall be credited with deductibles satisfied or accrued on the date of the change from The Empire Plan named herein to the Consortium named herein; there shall be no interruption of benefits or change in the benefit year.
5. Current and future State mandated benefits shall be included in the Hancock Central School District Medical Plan.
6. Changes in the Administration of the Hancock Central School District Medical Plan shall not result in any interruption or loss of health benefits for current enrollees.
7. A claims appeal procedure is incorporated in the Hancock Central School District Medical Plan Document.
8. Claimants who submit claims in accordance with the procedures established by the Parties shall have said claims paid in a timely manner to the extent of the coverage provided, so that claimants shall suffer no financial loss as a result of slow payment of claims; a claimant shall be considered to have suffered no financial loss if claims are paid within thirty (30) days of receipt of the necessary data by the designated Claims Administrator.
9. All providers shall be treated as participating providers.
10. The District agrees to acquire individual and aggregate stop loss insurances through the DCMO BOCES Health Consortium.
11. Any changes in the Hancock Central School District Medical Plan Document shall be negotiated by the Parties.

12. All medical information learned about claimants by the Plan Administrator, Case Managers, Claims Administrators, Third Party Vendors and their respective agents and employees shall be considered confidential; said medical information shall only be used by persons involved or connected with the administration of the Hancock Central School District Medical Plan and the payment of claims; any information communicated to the District resulting from the administration of the Plan shall not contain claimants' names or specific identifying information.
13. Where appropriate, references to health insurance premiums in the Collective Bargaining Agreement shall be amended to read "premium equivalents".
14. The District agrees to continue health benefits, in accordance with Article VI for retired employees who retire prior to any merger.

D. Dental Insurance

The employer will provide Blue Shield Dental Insurance as follows:

1. Coverage shall be for Plan B - Basic, Supplemental Basic and Periodontics.
2. The District will pay one hundred percent (100%) of the individual premium and fifty percent (50%) of the family premium.

E. The District shall have the right to change the insurance carrier and plan provided that any new plan including self-funding provides substantially comparable coverage to the employee.

F. Flexible Spending Accounts

The District shall establish a Flexible Spending Account (Section 125/Cafeteria Plans) as soon as possible, but no later than July 1, 1993 at no cost to the employees.

ARTICLE VII - SENIORITY

- A. Seniority shall be defined as length of continuous employment since last date of hire with the District within the Bargaining Unit recognized by this Agreement. Such seniority shall be applicable in cases of layoff, recall, transfer, demotion, promotion and selection of vacation time.
- B. In the case of layoffs or job abolishments, senior employees shall be retained in the order of their seniority within the job classification.

ARTICLE VIII - EMPLOYEE DISCIPLINE AND PROTECTION

- A. When an employee not covered under the provisions of Section 75 of the Civil Service Law is to be removed for disciplinary reasons including for reasons of incompetence, (or otherwise subjected to disciplinary penalty), such employee will be notified in writing and in such case the employee may, within ten (10) calendar days, request in writing a hearing which will be held by the Chief Executive Officer within twenty (20) calendar days after the request by the employee.

1. At such a hearing, the employee may be represented by someone of his/her own choosing, may cross-examine witnesses, and present evidence.
 2. Thereafter, the Chief Executive Officer will transmit his/her summary of the evidence and his/her recommendation to the Board of Education.
- B. This procedure will not apply in the case of an employee with less than six (6) consecutive months service with the District.
- C. This procedure is not reviewable by any other method set forth in this Agreement.
- D. This Section shall not apply to the abolishment of positions.
- E. The District agrees to provide legal counsel to defend any employee in such action arising out of an assault by a student on an employee.
- F. If an assault by a student on an employee working on the job results in loss of time, the employee shall be paid in full up to a maximum of twelve (12) months, and such paid absence shall not be deducted from any sick leave to which such employee is entitled under this Contract. Any Workers' Compensation benefits due to the employee during this period shall be paid to the District to the extent of the amount paid out by the District.

ARTICLE IX - COMPENSATION

A. Salaries

1. The District shall provide each employee a copy in duplicate of the wage agreement within thirty (30) days of the execution of the Contract.
2. The starting rate for titles covered by this Agreement shall be as follows: The start rates shall be the minimum rate paid for a newly hired employee. The maximum rate for a newly hired employee shall be no more than the rate paid to a current employee with comparable years of experience.

	2003-2004	2004-2005	2005-2006
Typist	\$7.34	\$7.49	\$7.64
Aide/Typist	7.34	7.49	7.64
Stenographer	7.78	7.94	8.10
Account Clerk/Typist	8.27	8.44	8.61
School Nurse	10.38	10.59	10.80
Disciplinarian	11.61	11.84	12.08

3. For the three (3) year period from 2003-2004 through 2005-2006 school years, each returning unit member shall receive the following increases over the previous year's rate, effective July 1 of each school year:

	2003-2004	2004-2005	2005-2006
	3.95%	4.0%	4.0%

B. Longevity

Five (5) years service		\$250
Ten (10) years service	(an additional \$50)	\$300 total
Fifteen (15) years service	(an additional \$50)	\$350 total
Twenty (20) years service	(an additional \$50)	\$400 total

Effective July 1, 2005:

Five (5) years service		\$275
Ten (10) years service	(an additional \$75)	\$350 total
Fifteen (15) years service	(an additional \$75)	\$425 total
Twenty (20) years service	(an additional \$75)	\$500 total

Longevities are not added to base salary but remain as a continuing addition to the employee's salary for the duration of his/her employment.

Effective July 1, 2004, longevity will be credited effective with the July 1 preceding the anniversary of the employee's completion of her or his fifth, tenth, fifteenth or twentieth year of service with the District.

C. Payroll Deduction

1. Association Dues

Upon receipt of authorization from individual unit members as defined in Article II, the Board agrees to withhold from the first ten (10) paychecks starting in October, dues in the amounts authorized and to transmit the total withheld to the Association when requested.

2. Other Deductions

The Board shall continue to make deductions for the following, as authorized by individual employees:

- a. United States Savings Bonds
- b. Delaware County Teachers Federal Credit Union Payments
- c. Current Tax Sheltered Annuity Plans

ARTICLE X - GRIEVANCE PROCEDURE

In order to establish a more harmonious and cooperative relationship between the members of the unit, administration, and the Board of Education which will enhance the educational program of the District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences promptly and fairly, as they arise, and to assure equitable and proper treatment of said unit members pursuant to established rules, regulations, and policies of the District.

A. Definitions

1. Employee shall mean a unit member of this Collective Bargaining Unit.
2. Administrator shall mean any person responsible for or exercising any degree of supervision or authority over another employee.
 - a. Chief administrator shall mean the Superintendent of the School District.
 - b. Immediate supervisor shall mean the administrator to whom the employee is directly responsible (e.g. Building Principals, District Superintendent).
3. Representative shall mean the person or persons designated by the aggrieved employee as his/her counsel or to act in his/her behalf.
4. A grievance is a complaint by a member of the Collective Bargaining Unit of an alleged violation of any of the terms and conditions of this Agreement only.

B. Basic Principles

1. It is the intent for these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible Stage is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. Any employee shall have the right to be represented at any Stage of the procedure by a person or persons of his/her own choice.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. Whenever possible, all hearings shall be confidential.
6. It shall be the responsibility of the Chief Administrator to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented and make a determination within the authority delegated within the time specified in these procedures.

C. Procedures

1. The aggrieved employee will first discuss an alleged grievance with the immediate supervisor and attempt to resolve the problem informally.
2. In the event that resolution is not attained informally within five (5) school days, such grievance shall be presented in writing to the immediate supervisor, who shall respond in writing.

3. In the event such grievance is not resolved within five (5) school days from such presentation, it shall then be presented to the Chief School Administrator or his/her designee, in writing. The Superintendent's response shall be in writing.
4. In the event the grievance is not satisfactorily adjusted at the step within ten (10) school days, the grievance shall be presented to the President of the Board of Education, or his/her designee. The President of the Board of Education, or his/her designee, shall notify all parties concerned in the case of the time and place when a hearing will be held, where such parties may appear and present oral and written statements supplementing their position in the case.
5. In the event that such grievance is not then disposed of within fifteen (15) school days after the hearing, it may be referred by either party to arbitration before an impartial arbitrator. The aggrieved employee or the District will request an arbitrator be assigned from the Public Employment Relations Board (PERB). The arbitration hearing(s) shall be held within thirty (30) school days after appointment of the arbitrator. The arbitrator's decision will be in writing and will set forth the findings of the fact, reasoning and conclusions of the issues. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of, adds to, or subtracts from the terms of the Agreement. The decision of the arbitrator shall be final and binding on all parties consistent with prevailing law. The costs for the services of the arbitrator, including expenses, if any, will be shared equally by the parties.
6. Nothing in the grievance procedures shall prohibit the employer or the unit from meeting informally and directly to resolve a grievance rather than following the grievance procedure outlined above, but only if both sides agree in writing to so meet. Should this informal meeting fail to resolve the grievance, then the grievance shall proceed according to the regular grievance procedure.
7. A grievance shall be deemed waived if not filed within thirty (30) school days after an alleged violation occurs or when the grievant should have known of an alleged violation.

ARTICLE XI - SAVINGS CLAUSE

Should any provision of this Agreement or any application thereof be found to be contrary to law, then such provision shall not be deemed valid and subsisting, but all other provisions shall continue in full force and effect.

ARTICLE XII - RECIPROCAL RIGHTS

The employer recognizes the rights of the employee to designate representative of the unit, to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of this Agreement, and to visit employees during working hours with the permission of the Chief School Administrator or his/her designee.

- A. The employees recognize the employer's rights and responsibility to manage the school system and to direct the work force toward the objectives of the system. The employer

shall so administer its obligations under this Contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, or creed. The unit shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer.

- B. The officers and agents of the unit shall have the right to visit employer's facilities for the purpose of adjusting grievances but shall report said presence to the Chief School Administrator or his/her designee.
- C. Employees who are designated for the purpose of adjusting grievances shall be permitted a reasonable amount of time to fulfill these obligations, which has as their purpose the maintenance or harmonious and cooperative relations between the employer and the employee and the uninterrupted operation of education.
- D. Personnel Files
 - 1. Employees shall have the right to review their personnel files, with the exception of pre-hire information and information that is confidential at its source, upon twenty-four (24) hours written request.
 - 2. Any material to be placed in an employee's personnel file, with the above exceptions, will be reviewed by the employee prior to its placement in the file. The employee must sign the material, indicating that he/she has reviewed the document. The employee shall have the opportunity to respond in writing to any such material within ten (10) working days.
 - 3. A copy of any material placed in an employee's personnel file shall be provided to the employee.

ARTICLE XIII - VACANCIES

Any vacancies or new positions covered by this Agreement shall be posted in both buildings for a period of ten (10) working days.

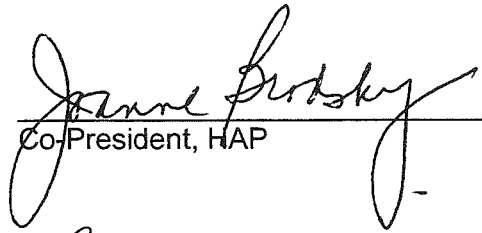
ARTICLE XIV - DURATION

- A. This Agreement shall become effective as of July 1, 2003 and shall terminate June 30, 2006.
- B. Both parties agree that all negotiable items have been discussed and that no items will be reopened during the duration of this Agreement except by mutual consent.

ARTICLE XV - IMPLEMENTATION

It is agreed by and between the parties that any provisions 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.

FOR THE ASSOCIATION



Co-President, HAP

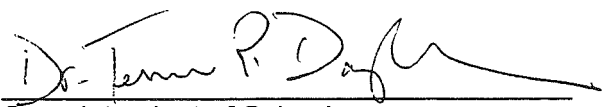


Co-President, HAP

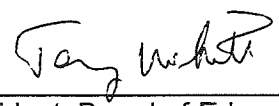
9-22-04

Date

FOR THE DISTRICT



Superintendent of Schools



President, Board of Education

9/22/04

Date