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AGREEMENT
BETWEEN
ROCKY POINT UNION FREE SCHOOL DISTRICT NO. 9
AND
SCHOOL-RELATED PROFESSIONAL ASSOCIATION, NYSUT

JULY 1, 2004—JUNE 30, 2008

RECEIVED

JAN 05 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

190

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ARTICLE I : RECOGNITION

A. The Rocky Point Union Free School District (the "District") recognizes the School Related Professional Association (the "Association") as the sole and exclusive representative of the employees defined in Section B hereof in accordance with the provisions of the Civil Service Law of the State of New York for the term of this Agreement. The Association shall have unchallenged representation status for the same period.

B. Whenever used in this Agreement, the term "employee" or "employees" shall mean employees appointed to the position of custodian, head custodian, groundskeeper, guard, senior guard, computer operator, bus driver, food service worker, lead food service worker, teacher aide, school monitor, hall monitor, attendance aide, clerk typist, senior clerk typist, stenographer, senior stenographer, principal stenographer, principal account clerk typist, account clerk typist, senior account clerk typist, clerk, auto mechanic, maintenance mechanic, matron, assistant cook, school communications coordinator, driver/messenger, computer laboratory assistant and registered nurse.

C. Excluded from the bargaining unit are all employees of the District employed in job titles not herein set forth, together with all employees that the District shall designate as confidential employees. These exclusions include, but are not limited to, the Secretaries to the Superintendent, the Personnel Secretary in the Superintendent's Office, the Payroll Clerk Typist, the Accountant and the Account Clerk Typist in the Business Office. The parties expressly agree the aforesaid "designation" excluding certain employees from the bargaining unit shall be exercised in the sole discretion of the District and shall not require the District to file a Petition with the Public Employment Relations Board pursuant to Section 214 of the Public Employment Relations Act. All future employees designated as managerial or confidential, other than those listed above, shall be designated in accordance with the procedures of the Public

Employment Relations Board. Also excluded from the bargaining unit are all employees of the District appointed to one of the positions set forth in Section B but who are employed for less than fifteen (15) hours per week.

D. As per New York State Department of Civil Service Guidelines, part-time employees are defined as working twenty (20) hours or less each week. Part-time employees will not be entitled to receive health insurance benefits except as stated in Article XIV Section C.

E. Part-time employees will be entitled to receive all other fringe benefits as stated in this Agreement on a prorated basis.

ARTICLE II : DUES DEDUCTION

A. The District shall deduct from the wages of employees and remit to the Association regular membership dues for those employees who sign authorizations permitting such payroll deductions. Between May 15th and June 15th of each year of the Agreement, any employee may revoke his/her dues deduction authorization by submitting a revocation in writing to the District Business Office.

ARTICLE III : AGENCY FEE

A. Pursuant to the passage of legislation requiring the implementation of an Agency Shop Fee, the District does hereby agree that no later than the second pay period after the effective date of employment, each employee who is not a member of the Association will pay to the collective bargaining agent each pay period a service charge toward the administration of this Agreement and the representation of such employee, provided, however, that each employee will have available to him/her membership in the Association on the same terms and conditions as are available to every other member of the Association. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and bi-weekly dues for each pay period thereafter in an amount equal to the regular and usual bi-weekly dues. The District shall deduct such fee in the same manner as the membership dues are deducted. The amount collected through the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used toward expenditures by the organization in and for activities or causes of political or ideological nature only incidentally related to terms and conditions of employment.

B. Any employee from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with organizational appeal procedures contained in a separate Association document governing such appeals. The Association has submitted to the District, pursuant to law, a procedure providing for the processing of demands, by members of the bargaining unit, for the return of that portion of the agency fee deduction, if any, which represents the employee's pro-rata share of expenditures by the Association in aid of activities or causes only incidentally related to negotiation of terms and/or conditions of employment. The

Association represents that the aforementioned procedure shall not be changed contrary to law.

C. The Association will supply, upon the request of the District, the names of those Association members who are to have the agency fee deducted from their salary.

D. The Association shall indemnify the District for any recovery or refund obtained by such nonmember of the Association against the District pursuant to this section.

ARTICLE IV : ASSOCIATION RIGHTS

A. Use of Buildings. The Association shall be permitted to use District Buildings for meetings pursuant to Board of Education policy.

B. Bulletin Boards. The Association shall have the right to post notices and communications on a bulletin board provided for that purpose and maintained on the District's premises, provided, however, that nothing herein shall be intended to permit posting of notices and/or communication which are derogatory to the District.

C. Agreements. This Agreement shall be printed at District expense and a copy given to each current and future employee. The Association shall be given an additional twenty-five (25) copies.

D. Association Released Time. The Association President or his/her designee may request the equivalent of up to six (6) paid work days per year to attend to Association business. Written requests for use of said days shall be made by the Association President to the Superintendent of Schools. At least twenty-four (24) hours' notice shall be given when possible. The Association president shall be assigned a reduced work schedule with no work being assigned to twenty-five (25) percent of the work day on a daily basis.

E. Notification of Association Personnel Matters. After each meeting of the Board of Education, the District shall forward to the President and the Treasurer of the Association a copy of the personnel agenda related to those employee positions represented by the Association.

ARTICLE V : GRIEVANCE PROCEDURE

A. Purpose. It is the policy of the Board of Education and the Association that all grievances shall be resolved informally at the earliest possible stage of the grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination or retaliation because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be a precedent in any later grievance proceeding.

B. Definition. The term "grievance" shall mean any claimed violation of an express provision of this Agreement.

C. Procedures to Be Followed: All grievances shall be processed in the following manner:

First Step.

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. If not satisfactorily resolved within five (5) school days, the aggrieved party/ Association shall present the grievance in writing to the supervisor or designated administrator within thirty (30) days.

If a satisfactory written response is not received to the written grievance within ten (10) school days, a formal grievance shall be submitted by the aggrieved party/Association to the chief school

administrator.

Second Step.

The chief school administrator or his/her designated representative shall, upon request, confer with the aggrieved party/Association with respect to the grievance and shall deliver to the aggrieved party/Association a written response of his or her decision no later than ten (10) days after it is received by him or her. In the event the Association or the Board is not satisfied with the response of the other with respect to a grievance, it may within fifteen (15) days after receiving the written response, refer the grievance to arbitration.

Third Step: Advisory Arbitration.

- (a) An arbitrator shall be selected according to the rules and regulations as set forth by the American Arbitration Association.
- (b) The arbitrator's decision will be in writing no later than thirty (30) days after the close of hearings or submission of briefs and will set forth his/her findings, reasons and conclusions on the issue submitted. The arbitrator shall limit his/her decision strictly to the claimed violation of the express provisions of the Agreement submitted to him/her, and the arbitrator shall be without power or authority to make any recommended decision:
 - (i) Contrary to, inconsistent with, modifying, violating, or varying in any way, the terms and provisions of this Agreement; or
 - (ii) Overruling the exercise of the Board's or Superintendent's discretion under the terms and provisions of this Agreement. The decision of the arbitrator shall be advisory.

(c) The Board of Education retains full authority and discretion to accept or reject the decision of the arbitrator within forty-five (45) days of its receipt thereof and shall thereafter serve a copy of its decision on the Association by mail.

(d) The costs for the services of the arbitrator shall be borne equally by the parties.

D. Time Limits:

1. The time limits at each step may be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is possible.

ARTICLE VI : LEAVES

A. Personal Leave.

1. Ten (10) month employees shall receive two personal leave days per year. Twelve (12) month employees shall receive three personal leave days per year; both will be credited to every employee each July 1. All such personal days shall not be taken consecutively without prior written approval of the Superintendent. All such personal leave days shall not be taken on days contiguous to holidays, vacations or already extended weekends without satisfactory proof that a personal day is being used for one of the following purposes: (a) birth in the family; (b) graduation exercises by a family member; (c) fire, flood, or similar emergency in the home; (d) attending a family wedding.

2. Absences with pay shall be allowed for transactions involving legal matters and for

matters which cannot be transacted after normal school hours and which require the attendance of the employee. Such absences shall be charged to the employees' annual personal leave days. Employees shall be required to submit a form created by the Superintendent to his/her immediate supervisor stating reasons for such absences. Approval of such absences shall be made in the sole discretion of the Superintendent or his/her designee.

3. An employee shall be required, at least forty-eight (48) business hours, except in case of an emergency, in advance of the intended use of personal leave, to submit a request for such use in writing to the Superintendent or his/her designee. Approval of the intended use of personal leave shall be made in the sole discretion of the Superintendent or his/her designee, except that an employee need not give a reason for use of one of his/her credited personal leave days each year.

4. Any unused balance of personal leave days remaining at the end of the school year shall be credited to the employee's sick leave total.

B. Death in Family.

1. Up to five (5) days shall be granted for a death in the immediate family. The immediate family includes an employee's husband, wife, son, daughter, sister, brother, father, mother, mother-in-law, father-in-law, son-in-law, or daughter-in-law.

2. Up to two (2) days shall be granted in the event of the death of an employee's grandparent, spouse's grandparents, aunt, uncle, or spouse's brother or sister.

3. The District may consider other special cases.

C. Sick Leave.

1. Sick leave is defined as leave for personal illness or illness in the family that requires the employee's presence at home. Sick leave shall be granted in accordance with the District's policies and practices regarding implementation of the Family Medical Leave Act, but in no event shall paid sick leave for the purpose of attending to a family member exceed five (5) days per year. Additional paid sick time to attend to a family member may be granted at the sole discretion of the Superintendent.

2. All twelve (12) month employees shall receive twelve (12) sick days per year credited each July 1 of this Agreement. All (10) month employees shall receive ten (10) sick days per year credited each July 1 of this Agreement. All part-time and full-time probationary employees will be entitled to one (1) day per month, which shall be credited to the employee on the first day of each month. After the completion of the probationary period, the employee shall be credited with the remainder of his/her sick days for the year.

3. All unused sick leave shall be cumulative to a maximum of two hundred fifty (250) days.

4. Notwithstanding any other provision of this Agreement, the District reserves the right to require the submission of proof of the reason for the absence, which may be in the form of a note from the District's physician, for an employee whose absence is for five (5) consecutive days. The Superintendent may require a note from the District's physician or an affidavit from any employee whose absences are not for five (5) or more consecutive days, but are chronic.

D. Jury Duty. Employees summoned for jury duty shall not be considered absent. Wages shall be paid as required by law. The employee shall retain any mileage fees paid.

E. Child Care Leave.

1. A leave of absence shall be granted without pay for up to two years for child care.

Such leave must be taken in one-year increments.

2. An employee shall not accrue any fringe benefits during a childcare leave.

3. Any employee returning to work from childcare leave retains his/her previous seniority, job status and title. The employee is entitled to the salary and benefits set forth in the then current Agreement between the District and the Association.

4. Sick leave may be utilized for pre- and post-partem disability related to the birth of a child.

F. Other Extended Leaves of Absences.

Other leaves of absence may be granted upon recommendation of the Superintendent of Schools and approval of the Board of Education.

ARTICLE VII : VACATION

A. Full-time, twelve (12) month clerical employees and School Communications Coordinator:

1. 0-3 Years of Employment – 0 Working Days
2. 4-9 Years of Employment – 7 Working Days
3. 10 Years or More of Employment – 13 Working Days

B. Full-time, twelve (12) month buildings and grounds and guard employees:

1. 0-3 Years of Employment – 10 Working Days
2. 4-9 Years of Employment – 15 Working Days

3. 10 Years or More of Employment – 20 Working Days

C. Ten (10) month employees do not earn paid vacations.

D. A full-time twelve (12) month new employee shall not be granted vacation until he/she has completed sixty (60) days of employment during the first year of employment.

E. After working for twelve (12) consecutive months, vacation time will be prorated based on the number of months worked. Full-time twelve (12) month buildings and grounds and guard employees will be credited for 1/12th of their ten (10) days' vacation for each month that they work in the first year of their employment.

F. All clerical employees and the School Communications Coordinator must take vacation time during the months of July and August, except that no vacations shall be allowed during the last week of August. The district recognizes that, from time to time, an employee may wish to participate in a special event which may take place outside the normal vacation period. In such instances, a written request may be made to the superintendent or his/her designee.

G. All buildings and grounds and guards shall not be permitted to take vacation time during the last week of June and last week of August.

H. All buildings and grounds and guard employees entitled to vacation days may be reimbursed for up to 100% of their accrued, unused vacation time annually.

I. Vacation days do not accumulate from year to year without the express written consent of the Superintendent of Schools.

ARTICLE VIII : WORK YEAR

- A. The work year for all ten (10) month clerical employees shall begin September 1 and end June 30.
- B. All ten (10) month non-clerical employees shall work the same days as the teachers work.
- C. All twelve (12) month clerical employees and the School Communications Coordinator shall not be required to work during school recess periods when school is not in session.
- D. The work day for full-time twelve (12) month clerical employees during the months of July and August shall be 8:00 a.m, to 1:00 p.m., excluding lunch and including one (1) fifteen (15) minute break.
- E. When a holiday listed in this Agreement falls on a Saturday, another vacation day shall be granted contingent on school not being in session for other reasons on that day and upon the mutual agreement of the parties.

List of Holidays

New Year's Eve	Memorial Day	Veteran's Day
New Year's Day	Independence Day	Thanksgiving
M.L. King Jr's Birthday	Labor Day	Day After Thanksgiving
Presidents' Day	Rosh Hashanah	Christmas Eve
Holy Thursday	Yom Kippur	Christmas Day
Good Friday	Columbus Day	

F. Other recognized religious holidays may be granted at the discretion of the Superintendent of Schools.

ARTICLE IX : SNOW/EMERGENCY DAYS

When school is closed for snow/emergency days, employees shall not be required to work if the teaching staff and administrative staff are not required to work. This shall not be applicable to buildings and grounds and senior guard employees who shall report to work, except if notified to the contrary. A method of notification shall be developed between the District and Association to notify all employees when school is closed. Buildings and grounds and senior guard employees must work a full shift and shall be granted a compensatory day to be used, with the Superintendent's permission, prior to June 30 of the school year in which the compensatory day is granted.

ARTICLE X : VACANCIES, PROMOTIONS, TRANSFERS AND EVALUATIONS

A. All vacancies shall be posted. A copy of the posting shall be sent to the President of the Association. All applications for any position must be submitted within one week after the vacancies are posted. Current employees will be considered for open positions for which they meet the qualifications.

B. Promotions shall be only those recognized by the Suffolk County Department of Civil Service.

C. A yearly evaluation of all employees shall be made by their immediate supervisor prior to

May 1 of each year. The president of the Association shall be notified of any change(s) to the evaluation form prior to said change(s).

D. Employees shall be notified by salary agreement of their employment status for the following year by June 1 of each year.

E. All employees of the Association who achieve an upgrade of title according to Civil Service guidelines shall be granted a \$2,000 annual salary increase.

F. Notice of transfer for the following year shall be made known by June 1st when possible. Prior to any transfer, qualified volunteers will be considered first. The district will determine the employee to be transferred.

G. Any transfer or reassignment will be made only after a meeting between the employee and his/her immediate supervisor. During this meeting the employee will be informed of the reason(s) for the transfer/reassignment. The employee may request the **attendance of an Association representative at this meeting.**

ARTICLE XI : WORK HOURS/WORK WEEK

A. The work hours for all full-time employees, from September-June while school is in session, shall be increased by fifteen (15) minutes either at the beginning or end of the previous work hours and shall be as follows:

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Guards, Clerical Workers, and Buildings and Grounds Employees	7 1/2 hours with two (2) fifteen (15) minute breaks excluding a forty-five (45) minute lunch period.
Teacher Aides, Nurses and Hall Monitors	7 hours with two (2) fifteen (15) minute breaks excluding a forty-five (45) minute lunch period.
Lead Food Service Workers	6 1/2 hours with one (1) fifteen (15) minute break excluding a forty-five (45) minute lunch period.
Bus Drivers	6 3/4 hours
School Communications Coordinator	Such hours and at such times as are required to carry out the duties of such position as the Superintendent of Schools shall direct without additional compensation.

B. The District shall consider an accommodation for employees who have hardships (e.g., other jobs, family obligations) caused by the implementation of the additional fifteen (15) minutes added to the work day. However, such accommodation shall be limited to changing the additional fifteen (15) minutes from the beginning of the work day to the end of the work day or from the end of the work day to the beginning of the work day. In no event, shall any employee be relieved of working the additional fifteen (15) minutes per work day.

C. All employees who start their work day at 2:00 p.m. or later shall be eligible for night differential pay.

D. Employees who work shifts from 2:00 p.m. to 11:00 p.m. shall be paid at a rate of thirteen and two-tenths (13.2%) percent of their base wage multiplied by the number of hours worked.

Employees whose work shift is from 11:00 p.m. to 7:00 a.m. shall be paid at a rate of eighteen and seven-tenths (18.7%) percent of their base wage multiplied by the numbers of hours worked.

E. Employees shall be required to punch in and out on District time clocks upon arrival and departure from work.

ARTICLE XII : OVERTIME

A. Employees who work in excess of their normal work hours shall be compensated by wages paid at the rate of time and one half, or by compensatory time off. Compensatory time, at the time and one half rate, must be taken within the fiscal year in which such compensatory time was earned, or be scheduled by the employee with the consent and approval of his/her immediate supervisor.

B. Minimum overtime for employees recalled to work in emergency situations shall be two hours.

C. If employees are called in to work on a legal holiday listed above, the rate of pay shall be time and one half plus a regular day's pay.

ARTICLE XIII : WORKSHOP/CONFERENCES

Employees shall be paid if asked by the District to attend workshops and/or conferences. They will be reimbursed for any expenses incurred.

ARTICLE XIV : INSURANCE

A. Health.

1. The District shall provide each full-time employee the right to participate in the New York State Health Insurance Program (Empire State Core Plus Enhancements). The District shall pay 85% of the premiums for family and individual coverage.

2. Upon retirement, each retiree shall make the same contribution to the payment of health insurance premiums and receive the same coverage, if any, as actively employed members of the Association receive for family and individual coverage. The contribution to premiums and coverages may change from time to time as agreements with active employees are modified.

B. Health Insurance Waiver. A full-time employee may elect to waive health insurance and receive \$1,000 for individual coverage or \$2,500 for family coverage provided this benefit is not eliminated as part of the New York State Health Insurance Program (Empire Plan Core Plus Enhancements.) This provision is not applicable to part-time employees.

C. Health Insurance Coverage. Only part-time employees presently receiving health and dental insurance shall continue to receive such benefits as are presently offered to full-time employees. All other part-time employees will not be eligible for such benefits.

D. Group Dental Plan. All full-time employees shall be allowed to participate in a group

dental insurance plan. However, the District shall make no contribution to such plan.

E. Life Insurance. The District shall provide a \$10,000 base life insurance policy for all full-time employees. Employees may purchase additional life insurance at their own expense.

ARTICLE XV : MILEAGE

Employees required to use their own vehicle for school business shall be reimbursed at the cost per mile rate as set by the Board of Education.

ARTICLE XVI : DISCIPLINE

1. The District shall not discharge, suspend or otherwise discipline any member who has satisfactorily completed his/her probationary period without just cause. The probationary period for all new employees is six (6) months.

2. The District and the Association agree that the principle of progressive discipline shall be utilized, when appropriate. It being understood that there will be circumstances where more severe disciplinary action, including termination, will be immediate and where the nature of the offense would make progressive discipline inappropriate.

3. The District will advise the employee involved and the President of the Association in writing of any disciplinary matters.

4. A grievance by an employee claiming that he/she has been unjustly or improperly disciplined must be submitted to the District within thirty (30) days of the disciplinary action.

5. Any disciplinary action which is grieved will be submitted at First Step of the grievance procedure and processed pursuant to Article V, except that a grievance concerning a suspension or discharge may be submitted at Second Step.

6. The District recognizes the right of an employee to have a local union representative present at a disciplinary interview by the District wherein a response by the employee is required and wherein it is reasonably anticipated that disciplinary action will result to that employee and such local representative is reasonably available. In the event no union representative is available, the interview will be suspended or postponed until a union representative is available, unless the employee waives his/her right to have a union representative present.

ARTICLE XVII : ENTIRE AGREEMENT

This Agreement is the result of collective negotiations between the District and the Association which have been conducted pursuant to the Public Employee's Fair Employment Act (Taylor Law). The provisions of this Agreement supersede all conflicting policies and directives of the District and may be changed only through the mutual agreement of the District and the Association. All terms and conditions of employment not covered by this Agreement shall continue at the District's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

ARTICLE XVIII : NO STRIKE

A. The District and the Association subscribe to the principles set forth in the Public Employee's Fair Employment Act that all disputes between the parties shall be resolved by peaceful and appropriate means without interruption of work.

B. The Association therefore agrees that there shall be no strikes, work stoppages, or other concerted refusals to perform work by the employees governed by this Agreement and further agrees not to instigate or to participate in such a strike.

ARTICLE XIX : WAGES

A. During the first year of this Agreement (July 1, 2004 – June 30, 2005), all full-time employees shall receive a five (5%) percent salary increase. During the second year of this Agreement (July 1, 2005 – June 30, 2006) all full-time employees shall receive a five (5%) percent salary increase. During the third year of this Agreement (July 1, 2006 – June 30, 2007), all full-time employees shall receive a five (5%) percent salary increase. During the fourth year of this Agreement (July 1, 2007 – June 30, 2008), all full-time employees shall receive a five (5%) percent salary increase.

B. During the first year of this Agreement (July 1 2004 – June 30, 2005), all part-time employees' hourly salaries shall be increased by five percent (5%). During the second year of this agreement (July 1, 2005 – June 30, 2006), all part-time employees' hourly salaries shall be increased by five percent (5%). During the third year of this agreement (July 1, 2006 – June 30, 2007), all part-time employees' hourly salaries shall be increased by five percent (5%). During the fourth year of this agreement (July 1, 2007 – June 30, 2008), all part-time employees' hourly salaries shall be increased by five percent (5%).

C. Minimum salaries for all competitive and noncompetitive job titles shall be as follows:

Competitive Titles	1st year
Clerk Typist*	18,375
Clerk Typist	22,050
Senior Clerk Typist	25,725
Account Clerk Typist	26,250
Principal Acct Clerk Typist	29,400
Senior Steno	27,825
Principal Steno	30,975
Head Custodian	33,600
School Comm Coord	47,250
Senior Account Clerk Typist	27,825
Computer Lab Assistant	24,150
Non-Competitive Titles	
School Nurse*	29,400
Custodial Worker I	24,250
Maintenance Mech I	26,250
Maintenance Mech II	29,400
Lead Food Serv Wkr *	17,850
Bus Driver	13,650
Hall Monitor	13,650
Senior Guard	24,150
Groundsman I	29,400
Groundsman II	31,500
Teacher Aide	13,650
Guard* (10 month)	15,750

Part time Hourly	
Food Service Worker	9.20

Guard	14.70
Custodial/Grounds	9.20
Attendance Aide	9.20
Monitor	9.20
Clerk/Typist	9.20
Teacher Aide	9.20
Assistant Cook	12.60
Driver/Messenger	10.50

*= ten (10) month employee; all others are twelve (12) month employees.

D. A ten (10) month, full-time employee's salary will be calculated as 10/12 of the full-time twelve (12) month employee's salary in the same title.

E. Ten (10) month employees have the option of receiving twenty-one (21) or twenty-six (26) paychecks per year.

F. Longevity Benefits.

1. Full-time employees shall be paid the following longevity amounts:

After completing 5-9 years of service	\$400
After completing 10-14 years of service:	\$800
After completing 15-19 years of service:	\$1,200
After completing 20 or more years of service :	\$1,500

Part-time employees shall be paid the following longevity amounts:

After completing 5-9 years of service:	\$200
After completing 10-14 years of service:	\$400
After completing 15-19 years of service:	\$600

After completing 20 or more years of service: \$750

An employee who changes from part-time to full-time status, with no break in service, shall be credited one-half year for every full year of part-time service for the purpose of calculating longevity.

2. Such longevity benefits shall be paid no later than the last pay period in June of the fiscal year in which such longevity was earned.
3. All longevity benefits are separate payments and are excluded from the employee's yearly base salary.

ARTICLE XX : LAYOFF AND RECALL

A seniority list will be mutually developed between the District and Association. Layoffs and recalls will be based on such seniority list.

ARTICLE XXI : LABOR MANAGEMENT COMMITTEE

Two representatives of the Association designated by the President and two (2) administrators designated by the District shall periodically meet at a mutually scheduled time to discuss matters of mutual concern.

ARTICLE XXII : RETIREMENT BENEFIT

A. Employees who are fifty-five (55) or older and who elect to retire during the fiscal year shall receive a per-diem cash payment of one-half (½) of accumulated sick leave, such leave capped at two hundred fifty (250) days plus two hundred and fifty (\$250.00) dollars for each completed year of active service in the District.

B. The option to retire must be exercised in writing at least 120 days in advance of the date of retirement.

ARTICLE XXIII : UNIFORMS

All building and grounds and guard employees shall be allotted \$275 per year for uniforms (shirts, pants, and jackets but not shoes) to be purchased from a list provided by the District. All probationary buildings and grounds employees shall be allotted \$150 for uniforms during his/her probationary period. The balance of funds will be allotted upon completion of the probationary period. All lead food services workers and food service workers shall be provided with hairnets, five (5) smocks/pants per year. Uniforms must be maintained and cleaned by the employees.

ARTICLE XXIV : RETIREMENT ELECTIVE

A. Employees in Tiers I and II who are currently covered by 75(C) of the New York State Employees Retirement System may change to 75(I) of the Retirement System at no cost to the

District.

- B. There shall be no increase in administrative cost or contribution by the District.

ARTICLE XXV : APPROVAL

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

**NEGOTIATING REPRESENTATIVES OF THE
ROCKY POINT SCHOOL-RELATED
PROFESIONALS ASSOCIATION, NYSUT**

Name Date

Name Date

**NEGOTIATING REPRESENTATIVES OF THE
ROCKY POINT UNION FREE SCHOOL DISTRICT**

Name Date

