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Contract Database Metadata Elements

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Union: **Somers School Related Professionals (Part-Time)**

Local:

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PT\6206

AGREEMENT

BETWEEN

BOARD OF EDUCATION
SOMERS CENTRAL SCHOOL DISTRICT

&

SOMERS SCHOOL RELATED PROFESSIONALS
(PART-TIME)

July 1, 2005 - June 30, 2010

RECEIVED

APR 03 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

60

<u>ARTICLE</u>	<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
I	STATUTORY PROVISION	1
II	RECOGNITION	1
III	DURATION OF AGREEMENT	1
IV	DUES DEDUCTION	1
V	GRIEVANCE PROCEDURE	2
VI	LEAVES OF ABSENCE	3
VII	WORK PERIOD	5
VIII	SNOW EMERGENCY DAYS	6
IX	NEW POSITIONS	6
X	PERSONNEL FILES	6
XI	TRANSFERS, REASSIGNMENT AND TERMINATION	6
XII	SENIORITY	7
XIII	SALARY	7
XIV	INSURANCE PROGRAMS	7
XV	UNIFORMS	8
XVI	USE OF SCHOOL DISTRICT BUILDINGS, BULLETIN BOARDS, EQUIPMENT & E-MAIL SYSTEM	8
XVII	MANAGEMENT RIGHTS	9
XVIII	CONFORMITY TO LAW - SAVINGS CLAUSE	9
XIX	ENTIRE AGREEMENT	9
APPENDIX	SALARY SCHEDULE A	1-2

This Agreement is made and entered into this 26th day of April, 2005 by and between the Board of Education, Somers Central School District (hereafter called the "Board") and the Somers School Related Professionals (hereafter called the "Union").

ARTICLE I - STATUTORY PROVISION

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE II - RECOGNITION

The Board heretofore has recognized the Union as the exclusive bargaining agent for the following unit of Board employees; all part-time clerical, custodial, cafeteria, courier, bus attendants, teacher aide, and school monitor professionals employed in these job titles (hereinafter called the "employee" or "employees").

ARTICLE III - DURATION OF AGREEMENT

This Agreement shall be for a period of five (5) years commencing on July 1, 2005 and expiring June 30, 2010.

ARTICLE IV - DUES DEDUCTION

The Board will, upon presentation to the Business Office of the School District by September 15, 2005, of dues deduction cards duly signed by the individual employees to which this agreement is applicable, and until cancellation or withdrawal of such cards or separation of such employees from the employ of the Board, make deductions from the wages of such employees with the 1st pay period in October and ending in May, in the amounts so designated on the authorization cards as Union membership dues deduction and will remit such deductions to the Union, within fifteen (15) days after the payroll for which deductions were made. Employees shall have the option of having these deductions made from either one (1), two (2), eight (8), or sixteen (16) payroll periods. Thereafter each year only additional or new cards will be submitted to the Business Office by September 15. Those employees hired after September 15 will have dues deducted on a pro-rata basis beginning thirty (30) days after their appointment date.

NYSUT Benefit Trust Program Deduction: The District agrees to provide a payroll deduction for the NYSUT Benefit Trust Program.

ARTICLE V - GRIEVANCE PROCEDURE

Definition of Terms:

- A "Grievance" shall mean a claimed violation of any express terms of this agreement.
A "Grievant" shall mean an employee or group of employees or Union.
A "Grievant" shall also mean the Board of Education or the Superintendent of Schools.
A "Day" shall mean any regular work day of the grievant involved.

PROCEDURE

Employee

Any affected employee in the unit may present a grievance to his/her immediate supervisor.

All Grievances must be initiated in writing within ten (10) days after the grievant knew or should have known of the act or condition which is the basis of the complaint. The grievance shall contain a statement of the act underlying the grievance, the contract section violated and the remedy or recourse sought.

LEVEL ONE: The immediate supervisor shall hold a conference on the grievance within fifteen (15) days of the receipt of the grievance. The grievant may be present at such conference. Within fifteen (15) days after the conference, the immediate supervisor shall issue a written decision which shall be sent to the grievant.

LEVEL TWO: In the event that the grievance is not amicably resolved at the first step conference or by the decision, the grievant shall, within ten (10) days after the receipt of the decision, appeal in writing to the Superintendent of Schools, or his/her designee. Appeals to the Superintendent shall be heard by the Superintendent, or his/her designee, within ten (10) days after the receipt of the appeal. The grievant may be present at such conference. Within ten (10) days after the conference, the Superintendent, or his/her designee, shall issue a written decision which shall be sent to the grievant.

LEVEL THREE: If grievance is not resolved at Level Two, the grievant may appeal in writing to the Board of Education within ten (10) days after receiving the determination made at Level Two. Within ten (10) days after receipt of this appeal, the Board or a committee thereof shall hold a conference. The grievant may be present at such conference. The grievant shall be entitled to three (3) days notice of such conference, the Board shall issue a grievance decision in writing to the grievant.

LEVEL FOUR: Within ten (10) days after receipt of the Board's decision, an appeal may be taken to arbitration under the rules for voluntary arbitration of the American Arbitration Association by filing a written Demand for

Arbitration with the Board of Education, with a copy to the Superintendent of Schools, and the American Arbitration Association. The selected arbitrator will have authority only to decide if the contract has been violated. The arbitrator shall have no power or authority to order any remedy or to make any decision which is contrary to law or rules or regulations having the force and effect of law or which in any way varies or modifies any of the terms of this Agreement. The decision and remedy of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding upon the parties to the dispute. The costs for services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Union.

MISCELLANEOUS:

1. Failure of the responsible representative of the Board to respond within the time period provided by this Article V shall allow an immediate appeal to the next step, unless an extension of time is agreed to in writing by the grievant and representative of the Board.
2. Any grievance that is not filed, or if filed, not presented at the next level by the grievant, within the time limitations herein specified, shall be deemed waived, unless an extension of time is agreed to in writing by the grievant and the representative of the Board.
3. An employee grievant may be represented at all stages of the grievance procedure by a representative of the Union.
4. The Union has the right to be in attendance and to present its views at any and all employee grievance conferences.
5. An appeal to arbitration of an employee grievance may only be taken by the Union.
6. The Board of Education or Superintendent of Schools may file a demand for arbitration pursuant to the applicable provision of Level Four of this Article V. The Board or Superintendent will notify the Union President or Grievance Chairman three (3) business days in advance of the Board or Superintendent filing a demand for arbitration.

ARTICLE VI - LEAVES OF ABSENCE

1. Sick Leave: Employees who are assigned to and work two and one-half (2 ½) hours or more per day as part of their regular work year, will be allowed five (5) days of part-time sick leave, with pay, for personal illness. Such sick leave shall be cumulative to twenty-five (25) days. Any employee who must be absent because of an illness of a child, spouse, parent or a relative residing with the employee, and such

illness necessitates the absence of such employee, may use up to three (3) days of annual sick leave for that purpose.

2. Personal Leave: Except as otherwise stated below, part-time employees will be granted two (2) personal leave days annually to conduct compelling personal business which cannot be conducted after regular working hours subject to the approval of the Superintendent or his designee. These days must be supported by such compelling personal business reason. Of the two (2) personal leave days, one (1) day entitled "Personal and Confidential" may be taken annually without a reason. Personal days will not be granted on the day before or after a school holiday or recess period. When an employee believes such a day must be taken because the reason involved cannot be handled on any other day, the employee must furnish the Superintendent, or his designee, with the reasons therefore in advance wherever possible. Personal leave days not used during the school year shall not be accumulated. However, unused Personal days will be added to accumulated sick leave in the succeeding years not to exceed the authorized maximum accumulated sick leave total.
3. Bereavement Leave: Employees will be granted a maximum of a total of five (5) days leave for each death in the employee's immediate family. Immediate family is defined for the purposes of this sub-paragraph as: husband, wife, son, daughter, mother, father, grandmother, grandfather, brother, sister, parents-in-law. A maximum total of three (3) days leave (2 with pay and 1 without pay) will be granted for each death of the employee's sister-in-law, brother-in-law, aunt or uncle, or any relative residing with the employee. Other requests may be considered on an individual basis by the Superintendent.
4. Other Leaves of Absence: The Board may grant employees a maximum of one month leave of absence, without pay, per year, upon filing a written application with the Superintendent at least two (2) weeks prior to the requested leave date. Leave of Absence, without pay, in excess of one month, may also be granted upon written application to the Superintendent and with the approval of the Board.
5. Jury Duty: Ten month employees called for jury duty during the school year will request a deferment to another date within the two month period (July/August) of their non-employment.

An employee who is a party to an arbitration or court proceeding pursuant to the grievance procedure, a PERB hearing, a hearing before the Commissioner of Education or a Civil Service Law, Section 75 Hearing and the Union Grievance Chairman or his/her designee, will be permitted to attend such proceeding without loss of salary.

6. Attendance Improvement Program: Any employee who utilizes a total of not more than a combined total of three (3) personal and sick leave days between September 1 and June 30 of each year, will receive an attendance incentive of \$350 in the succeeding school year to be paid not later than October 1st of each year. Said payment will be made from the General Fund and will not become part of the

employee's base contract salary.

7. Holidays: Employees covered under this contract shall be eligible for one (1) paid holiday (Thanksgiving). Bus monitors holiday pay shall be based on their hourly rate times four (4) hours. All others holiday pay will be based on their hourly rate times their normal hours per day.

ARTICLE VII - WORK PERIOD

The regular work year for all employees shall be from September 1 through June 30 with the following exceptions:

- A. Food service workers will report one day before lunch service begins in their designated building. The work period will end when lunch service in each school building ends, except that one additional day after lunch service ends may be required. This determination is to be made by the School Lunch Manager.

Cafeteria lunch monitors will work days school is in session for students and lunch is to be served.

The regular work week for all employees shall be Monday through Friday with the exception of custodial employees who may be assigned to work Saturdays.

- B. During the school year (September-June) bus attendants will be guaranteed four (4) hours of work per day. Bus attendants may be assigned various routes to accomplish this.

All routes, whenever possible, will be assigned by seniority. Exceptions to this will be allowed if the needs of a student(s), as determined by the Superintendent or his/her designee, required someone who has been specifically trained to deal with that specific need or can meet the physical requirements of the student(s).

- C. Assignments for the months of July and August will be made by inverse seniority after requesting volunteers and posting the positions available to other District employees. Personnel who work the summer months as bus attendants will receive one sick day for the summer months, to be used during the summer, or if not used they will be paid for the day.
- D. Employees who are assigned to overtime work in excess of thirty-five (35) hours per week will be paid at the rate of one and one half (1 ½) times their regular rate of pay for performing such overtime work. Overtime will be calculated within each job title when a unit member performs duties in more than one job title.

ARTICLE VIII – SNOW EMERGENCY DAYS

By mutual agreement, the Somers School Related Personnel and Somers Central School District agree that part-time members of the Somers School Related Personnel bargaining unit shall not be at work on those days which the Superintendent or his/her designee call a snow emergency day and school is canceled for the day, except, that those employees who are called to work by the Superintendent of Buildings & Grounds, Building Principals or other school district administrators, must be present and prepared to work. Those employees who are called to work on such emergency days shall receive, in addition to their regular pay, another stipend of time and ½ of regular pay for each hour actually worked.

It is further agreed that during the first three years of employment, an employee may receive one (1) snow day with pay per year. Thereafter, an employee may receive up to three (3) snow days with pay per year.

ARTICLE IX - NEW POSITIONS

1. Ordinarily, notice of new positions that become available within the bargaining unit will be posted for at least ten (10) working days unless circumstances make it unable for the School District to do so, in which event such positions will be posted for five (5) working days.
2. Employees who are qualified will be given an opportunity to apply for a new position that may occur in any job title in the bargaining unit and to be interviewed.
3. New Civil Service titles/positions, length of work year and salary placement will occur in consultation with the Union, prior to job posting.

ARTICLE X - PERSONNEL FILES

Employees will be permitted to examine the contents of their School District personnel files at reasonable times and to make copies of items therein at their own cost, except as to anything contained therein which relates to their initial hiring. No complaint or report (except initial hiring data and information, regular classification and assignment status and payroll and attendance records) which is adverse to an employee will be retained in the employee's School District Professionals file from on and after July 1, 1981, unless the employee has been offered an opportunity to read the document and file a written response to be attached thereto.

ARTICLE XI - TRANSFERS, REASSIGNMENT AND TERMINATION

1. Transfer or Reassignment: Any involuntary transfer or reassignment of an employee

will not occur for arbitrary or capricious reasons and will only occur after consultation with the employee, appropriate supervisors and the Union. Such involuntary transfers or reassignment will not occur to an employee more than one time during a school year.

2. Termination: If positions are abolished, employees will be terminated in inverse order of seniority within the job title being abolished. Except as may be otherwise required by law for an employee holding a permanent appointment to a position in the competitive class, such employees will be placed on a rehiring list for a period of one (1) year from date they are terminated and will be recalled for positions in their job titles on the basis of last terminated, first recalled.

ARTICLE XII - SENIORITY

Seniority, except as may otherwise be provided by law, shall be computed from the effective date of appointment by the Board and shall apply only to continuous service by regular part-time employees in their respective position titles. Service by an employee which is discontinued or terminated for reasons other than excess and then resumed again is not included for the purpose of computing seniority. However, if any employee is granted a leave of absence by the Board, the period of continuous service accrued by the employee for the purpose of computing seniority, but the employee shall not accrue seniority for the period of the leave.

Solely for seniority conversion purposes, for cafeteria employees the year is 1080 hours.

Solely for seniority conversion purposes, for all other part-time employees the year is 1400 hours.

A Seniority List will be submitted to the Union by April 1 of each year of this contract.

ARTICLE XIII - SALARY

Salary: The salaries of the employees for the years July 1, 2005 through June 30, 2010 are set forth in Schedule A attached hereto and incorporated in this Agreement.

Increments: During the term of this Agreement, each eligible employee will advance one regular step on the schedule after working in the District 1080 consecutive hours for cafeteria workers and 1400 consecutive hours for all other part-time employees, except that no 2 1/2 hour position will go more than two full school years without a step change.

ARTICLE XIV - INSURANCE PROGRAMS

The Board will pay the cost of the annual insurance premium for the District's medical program for part-time employees who are assigned to work twenty (20) hours or more per

week as part of their regular work year, except that all eligible employees hired after July 1, 1989, will contribute 25% of the premium costs for individual and family health insurance coverage. Said contributions will be deducted thru payroll deduction on a bi-weekly basis. For all employees hired after the fifteenth of the month, said insurance will begin the first day of the next month.

Health Insurance Buyback: An eligible employee who declines to participate in the District's health insurance program for individual, family coverage or both for an entire school year from July 1 through June 30 will be eligible for the Health Insurance Buyback. The health insurance buyback rate for the 2005-2006 school year and for each year thereafter will be computed by increasing the prior year's buyback rate (which for the year 2004-2005 was a sum equal to one-half (1/2) of the premium cost savings realized by the district) by the percentage increase applied to the salary schedule. In the event insurance premiums decrease, the insurance buyback rate will be the lesser of one-half of the premium savings or the rate as computed in the previous sentence. Said payment will be made in a lump sum in the succeeding school year prior to August 1. The Board reserves the right to request proof of alternate/duplicate health insurance coverage before approving an employee's request to decline coverage. An employee who has waived health insurance coverage may resume coverage upon written notice to the District due to severe hardship. Severe hardship shall be defined as death of a spouse, loss of spouse's employment or loss of alternate/duplicate health insurance coverage.

All other part-time employees will be permitted to participate in the District's health and dental plans provided that the employees pay the full cost of the premiums, and the respective plans permit such participation.

ARTICLE XV - UNIFORMS

The District will provide each part-time cafeteria employee with an initial supply of three (3) aprons, with the replacement of one (1) each year thereafter, on or about September 1st of each year. Proper cleaning and maintenance of aprons will be the responsibility of each staff member. Effective July 1, 1996, the District will reimburse, from the General Fund, cafeteria and courier employees, upon presentation of an appropriate receipt, an annual amount not to exceed \$40 for the purchase of one (1) pair of work shoes to be worn while on duty. Said receipt to be submitted to the Business Office by March 1 of each contract year.

ARTICLE XVI - USE OF SCHOOL DISTRICT BUILDINGS, BULLETIN BOARDS, EQUIPMENT & E-MAIL SYSTEM

1. School District Buildings: The Union may be permitted to use School District buildings to conduct Union business meetings subject to the provisions of the Board's policies, rules and regulations, provided written application for such use signed by a Union officer is submitted to the Superintendent and the appropriate Building Principal at least five (5) working days prior to the date of the requested use. The Union is permitted to use the School District's buildings during regular school days

without charge for such use and without the requirement of obtaining a public liability policy.

2. Bulletin Board Space: The Union will be permitted to post meeting notices and other communications concerned with the conduct of Union business on available School District bulletin boards as designated by the appropriate Building Principals. The Union may not use the bulletin boards for any purpose other than the foregoing.
3. Duplicator Machines: The Union may use the School District's copy machines after regular school hours, for regular Union business, subject to the prior approval of the appropriate Building Principal and provided the Union reimburses the School District for all supplies and materials and counter costs in connection with such use.
4. E-Mail System: The Union may use the District's E-Mail System for purposes of meeting notifications.

ARTICLE XVII - MANAGEMENT RIGHTS

Except as validly limited by an express provision of the Agreement, all rights, powers and authority held by the Board are reserved by the Board and the exercise of said rights, powers and authority shall not be subject to the grievance procedure or arbitration procedure provided for in this agreement.

ARTICLE XVIII - CONFORMITY TO LAW - SAVINGS CLAUSE

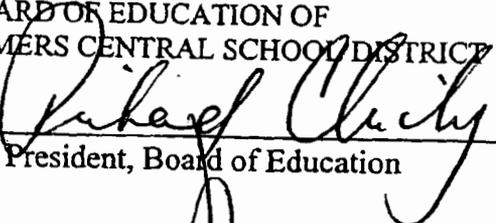
IF ANY PROVISION OF THIS AGREEMENT OR ANY APPLICATION OF THIS AGREEMENT SHALL BE FOUND CONTRARY TO LAW, THEN SUCH PROVISION OR APPLICATION SHALL NOT BE DEEMED VALID AND SUBSISTING EXCEPT TO THE EXTENT PERMITTED BY LAW, BUT ALL OTHER PROVISIONS OF THIS AGREEMENT OR APPLICATIONS THEREOF SHALL CONTINUE IN FULL FORCE AND EFFECT.

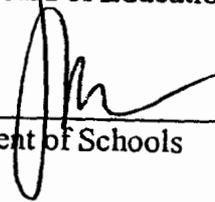
ARTICLE XIX - ENTIRE AGREEMENT

The parties agree that all terms and conditions of employment of concern have been discussed during the negotiations leading to this Agreement and that negotiations will not be reopened at any time on any item, whether contained herein or not, before the date negotiations are reopened for a successor Agreement. This Agreement may be added to, deleted from, or modified only through the voluntary mutual consent of both parties in a written and signed amendment to this Agreement.

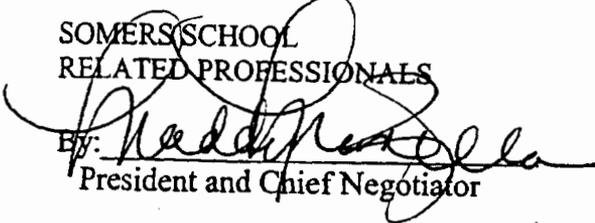
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their names and on their behalf by their respective representatives thereunto duly authorized, the day and year first above written.

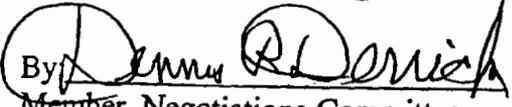
BOARD OF EDUCATION OF
SOMERS CENTRAL SCHOOL DISTRICT

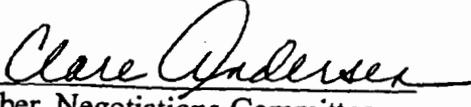
By: 
President, Board of Education

By: 
Superintendent of Schools

SOMERS SCHOOL
RELATED PROFESSIONALS

By: 
President and Chief Negotiator

By: 
Member, Negotiations Committee

By: 
Member, Negotiations Committee

**SOMERS CENTRAL SCHOOL DISTRICT
SSRP PART TIME SALARY SCHEDULE**

05/06	06/07	07/08	08/09	09/10
3.50%	3.65%	3.65%	3.25%	3.25%

P/T Custodial Worker

STEP 1	17.83	18.48	19.15	19.77	20.41
STEP 2	18.74	19.42	20.13	20.78	21.46
STEP 3	19.67	20.39	21.13	21.82	22.53
STEP 4	20.65	21.40	22.18	22.90	23.64
STEP 5	21.70	22.49	23.31	24.07	24.85
STEP 6	22.77	23.60	24.46	25.25	26.07
STEP 7	23.86	24.73	25.63	26.46	27.32
STEP 8	24.95	25.86	26.80	27.67	28.57

P/T Sr. Account Clerk

STEP 1	17.84	18.49	19.16	19.78	20.42
STEP 2	18.89	19.58	20.29	20.95	21.63
STEP 3	19.93	20.66	21.41	22.11	22.83
STEP 4	20.97	21.74	22.53	23.26	24.02
STEP 5	22.07	22.88	23.72	24.49	25.29
STEP 6	23.07	23.91	24.78	25.59	26.42
STEP 7	23.89	24.76	25.66	26.49	27.35
STEP 8	24.70	25.60	26.53	27.39	28.28

P/T Food Service Helper

STEP 1	11.69	12.12	12.56	12.97	13.39
STEP 2	12.12	12.56	13.02	13.44	13.88
STEP 3	12.61	13.07	13.55	13.99	14.44
STEP 4	13.11	13.59	14.09	14.55	15.02
STEP 5	13.65	14.15	14.67	15.15	15.64
STEP 6	14.21	14.73	15.27	15.77	16.28
STEP 7	14.70	15.24	15.80	16.31	16.84
STEP 8	15.26	15.82	16.40	16.93	17.48

**P/T School Attendant
(MATRON)**

STEP 1	15.02	15.57	16.14	16.66	17.20
STEP 2	15.42	15.98	16.56	17.10	17.66
STEP 3	15.87	16.45	17.05	17.60	18.17
STEP 4	16.18	16.77	17.38	17.94	18.52
STEP 5	16.61	17.22	17.85	18.43	19.03
STEP 6	17.02	17.64	18.28	18.87	19.48
STEP 7	17.44	18.08	18.74	19.35	19.98
STEP 8	17.87	18.52	19.20	19.82	20.46

**SOMERS CENTRAL SCHOOL DISTRICT
SSRP PART TIME SALARY SCHEDULE**

	05/06	06/07	07/08	08/09	09/10
	3.50%	3.65%	3.65%	3.25%	3.25%

**P/T Teacher Aide/
P/T School Monitor/
P/T Bus Attendant/Courier**

STEP 1	13.93	14.44	14.97	15.46	15.96
STEP 2	14.30	14.82	15.36	15.86	16.38
STEP 3	14.69	15.23	15.79	16.30	16.83
STEP 4	15.08	15.63	16.20	16.73	17.27
STEP 5	15.43	15.99	16.57	17.11	17.67
STEP 6	15.84	16.42	17.02	17.57	18.14
STEP 7	16.21	16.80	17.41	17.98	18.56
STEP 8	16.60	17.21	17.84	18.42	19.02

P/T Typist

STEP 1	16.86	17.48	18.12	18.71	19.32
STEP 2	17.93	18.58	19.26	19.89	20.54
STEP 3	18.95	19.64	20.36	21.02	21.70
STEP 4	20.00	20.73	21.49	22.19	22.91
STEP 5	21.07	21.84	22.64	23.38	24.14
STEP 6	22.11	22.92	23.76	24.53	25.33
STEP 7	23.14	23.98	24.86	25.67	26.50
STEP 8	24.19	25.07	25.99	26.83	27.70