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AGREEMENT

BETWEEN

BOARD OF EDUCATION OF

YORKTOWN CENTRAL SCHOOL DISTRICT

AND

COMPUTER TECHNICIANS CHAPTER OF THE

YORKTOWN CONGRESS OF TEACHERS

JULY 1, 2013 – JUNE 30, 2016

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This Agreement is made and entered into on this 7th day of May, 2014, by and between the Board of Education of the Yorktown Central School District (hereinafter referred to as the “Board”) and the Computer Technicians Chapter of the Yorktown Congress of Teachers (hereinafter referred to as the “CTC-YCT”) and shall be effective per Article XXI.

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the CTC-YCT as the exclusive employee organization representing the Computer Aids and Technical Support Specialists employed by the Board for the purpose of negotiating collectively, and entering into written agreements concerning the determination of their terms and conditions of employment and for the administration of grievances arising thereunder.

B. This recognition is to continue unchallenged until seven months prior to the expiration of this Agreement.

C. This recognition is conditioned upon CTC-YCT having affirmed that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE II NEGOTIATION PROCEDURES FOR SUCCESSOR AGREEMENT

On or about April 1, 2011 the parties will enter into good faith negotiations over a successor agreement.

ARTICLE III
GRIEVANCE PROCEDURE

Section I - Definition of Grievance

A grievance is defined as any dispute or claim by either party to this Agreement or by any person covered by this Agreement arising out of or in connection with this Agreement. A grievance includes any claimed violation, misinterpretation or misapplication of this Agreement. A grievance, however, excludes any matter which involves (a) non-approval for reappointment, (b) Board discretion or Board policy, or (c) any matter as to which a method of review is prescribed by law or applicable by-law, rule or regulation having the force and effect of law.

Section II - Level I - Informal

When practical, efforts shall be made to resolve grievances informally at the building level. The employee orally and informally confers with his or her immediate supervisor in a genuine effort to resolve the grievance. If the problem is unresolved and the immediate superior was someone other than the building principal, it should be reviewed informally with the building principal.

Section III - Level II - Formal

The grievance shall be presented in writing to the Grievant's immediate superior and to the principal with whom it will be discussed directly or through the CTC-YCT's Representative with the objective of resolving the matter. The submission of this grievance shall be made within thirty (30) days from when the grievant knew or should have known of the alleged contractual violation. If a grievance is not brought within this time frame, the matter is considered waived and not subject to the grievance procedure. The immediate superior or principal shall inform the aggrieved person and the CTC-YCT's Representative of his or her decision in writing within five (5) school days after the formal grievance was presented.

Section IV - Level III - Superintendent

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level II, or if no decision has been rendered within five (5) school days after the presentation of his or her grievance, then within five (5) school days thereafter he or she may file his or her grievance in writing with the Superintendent. Within five (5) school days after such filing, the aggrieved party and the CTC-YCT Representative shall meet with the Superintendent or his/her designee in an effort to resolve the grievance. The Superintendent or his/her designee will inform the aggrieved party and the CTC-YCT president of his decision within five (5) school days following the meeting.

Section V - Level IV - Board of Education

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level III, or if no decision has been rendered within ten (10) school days of the meeting with the Superintendent or his/her designee, then within ten (10) school days thereafter he or she may file his or her grievance in writing with the Clerk of the Board. Within ten (10) school days after such filing, the aggrieved party and the CTC-YCT Representative shall meet with the Board to present the grievance. The Board shall inform the aggrieved party and the CTC-YCT president of its decision within ten (10) school days following the meeting. The decision of the Board shall be final and binding.

Section VI - Miscellaneous

In the event a grievance is filed which might not finally be resolved at Level IV under the time limits set forth herein by the end of the school term, and which if left unresolved until the beginning of the following school term could result in irreparable harm to a party in interest, the Board shall wherever practicable reduce the time limits set herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

If, in the judgment of the CTC-YCT's Grievance Committee, a grievance affects a group or class of unit members, the CTC-YCT may submit such grievance in writing to the

Superintendent directly, and the processing of such grievance shall be commenced at Level III.

Decisions rendered at Levels II, III and IV of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be promptly transmitted to all parties in interest and to the President of the CTC-YCT.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, may be prepared and given appropriate distribution by the CTC-YCT after approval by the Superintendent so as to facilitate operation of the grievance procedure.

Nothing herein contained will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the CTC-YCT, provided the adjustment is not inconsistent with the terms of this Agreement or any other agreement between the Board and the CTC-YCT, and that the CTC-YCT has been given the opportunity to be present at such adjustment to state its views or is given notice of such adjustment.

No reprisals of any kind shall be taken by the CTC-YCT or by the Board or by any member of the Administration against any party in interest, any CTC-YCT or Board or Administration representative, or any participant in the grievance procedure by reason of such participation. A unit member's participation in the grievance procedure shall not be publicized outside the District without his or her consent.

ARTICLE IV

SALARIES

A. The unit members' salary schedules for each of the three years of this agreement are contained in the Appendix attached hereto and made a part hereof. For Technical Support

Specialists (12 months), each step on the schedule will be increased by \$860 on July 1, 2014 and again by \$860 on July 1, 2015. Each Technical Support Specialist shall be advanced one step effective July 1, 2013; advanced ½ a step effective July 1, 2014, and a ½ step effective July 1, 2015. Step schedules shall be established for 10 month employees to reflect Computer Aides with a starting salary of \$33,250 followed by 9 steps each in the amount of \$700.

B. When a unit member is hired prior to April 1, he or she shall progress to the next step as of July 1 of the following school year. When a unit member is hired after April 1, he or she shall remain on his or her current step until June 30 of the following school year before step advancement is made.

C. After five (5) years of cumulative employment with the District, a unit member shall receive a longevity increment each year in the amount of \$1,200.00. After twelve (12) years of cumulative employment with the District, a unit member shall receive a longevity increment each year in the amount of \$1,500.00. This amount is to be paid on an annualized basis, that is, paid in equal amounts over all pay periods in the school year, but shall not become part of the base salary.

ARTICLE V

REIMBURSEMENT FOR CLOTHING OR OTHER PERSONAL PROPERTY

The Board shall reimburse a unit member for clothing or other personal property normally brought into school (or brought into school with permission of the unit member's immediate supervisor) which is damaged or destroyed in the discharge of the unit member's duty up to a limit of \$100.00 per incident, based on the value of the clothing or personal property.

ARTICLE VI
NOTICE OF VACANCIES AND NEW POSITIONS

Notice of unit member vacancies and new bargaining unit positions shall be posted in each of the school buildings when known. A copy of such notice shall be sent to the President of CTC-YCT and to a person in each school designated by the CTC-YCT. During the summer such notice shall go only to the President.

ARTICLE VII
LAYOFF AND RECALL

Effective July 1, 2012, Computer Aides hired before July 1, 2006 and affected by layoff, upon separation of employment, shall be entitled to a payment of unused vacation days not to exceed ten (10) days payable at the Computer Aides' per diem rate. In the event of layoff, Computer Aides shall be laid off in the reverse order of seniority. If jobs reopen, they shall be recalled in order of seniority. This Article shall not apply to any dismissal of a Computer Aide other than by reason of layoff resulting from the elimination of positions.

For the purpose of this Article, seniority shall be calculated from the first day of the most recent employment with the Board.

ARTICLE VIII
SICK LEAVE

A. Unit members shall be entitled to seventeen (17) sick leave days in each school year. Each unit member may accumulate a maximum of one hundred fifty (150) sick leave days. Unit members may use up to 5 days of their annual sick leave allotment for illness in the immediate family as defined under geriatric care below at Article IX (D).

B. Up to two (2) sick leave days each year may be used for religious observance on days when religion of the unit member requires that he or she abstain from work.

C. There shall be a sick bank for the personal use of unit members with three or more years of employment who have exhausted their personal sick leave accumulation and who are suffering a long-term medical catastrophe. Paid sick days will be granted to eligible unit members out of the bank up to ten (10) days a year for the entire bargaining unit, except that if less than the total days have been granted by June 30 of each year, and the CTC-YCT so recommends, the Superintendent may grant additional days in a special case up to the bargaining unit limit. In addition, the Board shall match the voluntary contribution of hours by CTC-YCT to increase the total number of hours of the sick bank each year, subject to the following limit of days to be matched. Up to five (5) additional donated days will be matched to bring the total number of Sick Bank days to twenty (20).

ARTICLE IX TEMPORARY LEAVES OF ABSENCE

A. Personal Leave - Each unit member is allowed three days per year with pay for personal but unstated reasons such as closing on houses and other pressing family needs and not merely for personal convenience. Such leave shall not be used to extend vacation. Unit members requiring a personal day immediately before or after vacation, due to extenuating circumstances, will make application for same by contacting the Assistant Superintendent for Business, Facilities & Non-Instructional Personnel. Notice of such leave must be made at least 24 hours in advance, except in emergencies. If the personal leave days are not used the days will not accumulate as sick leave days.

Additional personal leave days may be granted upon application to the Superintendent or his/her designee. The application must set forth the reason that personal leave is requested and should be filed at least five (5) days in advance, except in emergencies. The

decision whether or not to grant the request shall be at the sole discretion of the Superintendent or his/her designee.

B. Bereavement Leave - Up to five (5) working days of absence with pay will be allowed for each death in the immediate family of the unit member or of his or her spouse. "Immediate Family" shall mean spouse, children, mother, father, sisters, brothers, grandparents, grandchildren or anyone living in the unit member's household.

C. Jury Duty - Leave for jury duty with pay shall be granted to the unit member provided that he or she remits to the District an amount equal to the amount he or she receives for such jury duty, excluding mileage. However, if the amount of jury pay is higher than the amount the unit member would receive as wages he or she may keep the jury pay and waive payment of his or her wages.

D. Geriatric Care - At the discretion of the Superintendent or his/her designee, up to five (5) days of sick leave may be used for geriatric care for members of the immediate family. "Immediate Family" for this purpose shall mean mother, father, grandparents of the member or his/her spouse or domestic partner or an elderly person living in the unit member's home. The first three (3) continuous days of such a leave shall be automatically granted.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

A. Parental Leave - Parental leave of up to two (2) years will be granted without pay or increment. Adoption of a child two years of age or under shall constitute grounds for requesting leave under this Section. Parental leave shall be associated with birth or adoption of a child. A unit member returning from parental leave must do so at the beginning of a school year except at the discretion of the Board or except if an appropriate vacancy exists during a school year. A unit member on parental leave must make known to the Administration by March 1st of

the preceding school year his or her intention to return.

B. Restoration of Health - A unit member may be granted a leave of absence, without pay or increment, for one year for health reasons, exclusive of sick leave. A request for such leave must be supported by appropriate medical evidence. A unit member on such leave must make known to the Administration by March 1st of the preceding school year his or her intention to return.

C. Return After Leave - Upon return from a leave under this Article, a unit member will have restored to him or her all benefits, including unused accumulated sick leave, to which he or she was entitled at the time the leave commenced.

ARTICLE XI INSURANCE

A. The health insurance contribution rate for 12 month employees who were hired before 1/1/14 shall be increased from 4% to 6% effective July 1, 2014 and from 6% to 8% effective July 1, 2015. New hires shall contribute at the rate of 10% effective March 1, 2014.

The health insurance contribution rate for 10 month employees shall be 15% towards the cost of individual coverage and 20% towards the cost of family/dependent coverage.

Members of the bargaining unit who wish to opt out of the health insurance plan may do so, and will receive the lesser of 30% of the premium or \$5,000 for 12 month unit members and the lesser of 30% or \$3,000 for 10 month unit members.

B. The Board will contribute \$1,075.00 Year 1 (2007-2008); \$1,150.00 Year 2 (2008-2009); \$1,225.00 Year 3 (2009-2010); and \$1,300.00 Year 4 (2010-2011) to the YCT Welfare Insurance Fund.

ARTICLE XII
NON-WORKING DAYS

The following are to be considered non-working days, except when school is in session:

- Independence Day
- Christmas Day
- Labor Day
- New Year's Eve Day
- Rosh Hashanah
- New Year's Day
- Columbus Day
- Martin Luther King Day
- Yom Kippur
- President's Day
- Veterans Day
- Holy Thursday
- Thanksgiving Day
- Good Friday
- Friday after Thanksgiving
- Memorial Day
- Christmas Eve Day

If one or more of the contract listed non-working days falls on a weekend during a contract year, unit members will receive the day before Thanksgiving as a non-working day.

ARTICLE XIII
WORK SCHEDULE

The work year for 10 month employees shall be as follows: from September 1 through June 30th following the school calendar of openings and closings; plus up to 10 additional days at the per diem rate of 1/200th of annual compensation during summer months and school recess periods at the discretion of the Director of Technology. The work year for 12 month employees shall be from July 1 through June 30. The work day shall be eight hours. Summer hours shall be

8:00 a.m. to 3:00 p.m.

**ARTICLE XIV
VACATIONS**

12 month employees hired before July 1, 2006 shall be entitled to a vacation period totaling twenty (20) working days to be granted effective July 1, 2011. 12 month employees hired on or after the above date shall be entitled to a vacation period totaling ten (10) working days following their first full year of employment. For those working in the District for 5 to 9 years, the vacation period is 15 days; and for those working in the District for 10 years or more, the vacation period is twenty (20) days. Vacations shall be granted whenever most convenient to the supervising administrator and at no additional expense to the District. During July and August, vacation days shall not exceed five (5) days per employee unless prior approval is given by the Superintendent of Schools or his/her designee.

**ARTICLE XV
INFORMATION TO UNIT MEMBERS INCLUDING
RETIREMENT PROVISIONS**

Information will be made available to unit members, when possible, on matters which affect their employment, i.e., mandatory health plans, regulations from the State Education Department. The Board shall provide unit members the New York State Employees Retirement System Plan.

**ARTICLE XVI
UNIT MEMBERS' FILES**

A. Upon written request, each unit member shall have a right to review at a time mutually convenient, the contents of his or her personnel file, excepting, however, any

confidential references given at the time of his or her employment. At the unit member's request a representative of the CTC-YCT may accompany the employee in such review. The review shall be made in the presence of the administrator or his or her designee responsible for the safekeeping of such file. Facilities shall be available for the unit member to make photocopies of such contents and records as concern his or her work or himself or herself.

B. A unit member shall have the right to answer in writing any complaints filed in his or her personnel file, and his or her answer shall be attached to the complaint and reviewed by the Superintendent. He or she shall be notified with respect to any complaint that is to be filed in his or her personnel file.

C. Each unit member shall be given a copy of all evaluation reports which are placed in his or her file. No material may be placed in a unit member's file without he or she receiving a copy of said material.

D. The only evaluation reports of a unit member's performance that may be placed in his or her personnel file are those that have been signed by an appropriate administrator.

ARTICLE XVII
TRAVEL ALLOWANCE

If a unit member is required to travel between schools he or she shall be paid a travel allowance per mile at the rate then prevailing in the District for other employees.

ARTICLE XVIII
PROFESSIONAL IMPROVEMENT PROGRAM

A yearly amount of \$1,200.00 will be provided for the unit member's participation in Professional Improvement Program.

ARTICLE XIX
TIME FOR ATTENDING UNION WORKSHOPS

A total of two days without loss of pay in each school year may be used, upon at least 24 hours' written notice of each such day to the Assistant Superintendent for Business, Facilities & Non-Professional Personnel, for the Vice-President or a member of CTC-YCT to attend NYSUT and/or AFT workshops.

ARTICLE XX
DUES DEDUCTIONS

A. Pursuant to the terms of the Public Employees' Fair Employment Act, the Board shall deduct from the wages of all unit members who have so authorized and directed the Board to do so in writing, and remit to the CTC-YCT, dues for the Computer Technicians Chapter of the Yorktown Congress of Teachers.

These deductions shall commence at an agreed-upon pay period after September 1st. The CTC-YCT and the Board shall determine the pay periods mentioned above.

The pay deduction form is annexed hereto.

B. Pursuant to Section 208.3(b) of the Civil Service Law, the Board agrees to deduct from the wages of all members of the bargaining unit represented by the CTC-YCT who have not filed dues deduction authorizations with the Board an amount equivalent to the amount of dues levied by the CTC-YCT and to remit the sums so deducted to the CTC-YCT. The pay periods for which such deductions shall be made shall be as determined in accordance with Section A above. No such deductions shall commence for a new member of the bargaining unit until after such person has served for thirty (30) days in the District.

The CTC-YCT hereby holds the Board of Education and the School District harmless for any funds deducted pursuant to this provision and hereby represents that it has instituted a lawful rebate procedure which complies with all statutory and constitutional mandates. If for any reason said rebate procedure is deemed unlawful by an appropriate agency or court, the School District shall no longer have an obligation to deduct agency shop dues until such time as the CTC-YCT's rebate procedure is deemed lawful by an appropriate agency or court.

C. The Board shall deduct from the wages of all unit members who so authorize and direct the Board to do so in writing, and remit to the CTC-YCT, contributions to VOTE/COPE; pay periods to be determined.

ARTICLE XXI
DURATION OF AGREEMENT

This is a closed three-year contract without re-openers which constitutes the complete and full agreement between the Board and the CTC-YCT and which shall be retroactive to July 1, **2013** and shall continue in effect through June 30, **2016**.

Dated: Yorktown Heights, New York
_____, 20__

**BOARD OF EDUCATION - YORKTOWN
CENTRAL SCHOOL DISTRICT**

**COMPUTER TECHNICIAN CHAPTER
YORKTOWN CONGRESS OF
TEACHERS**

JACKIE CARBONE, PRESIDENT

**SEAN KENNEDY, PRESIDENT
YORKTOWN CONGRESS OF
TEACHERS**

* * *

The Yorktown Central School District, 2725 Crompond Road, Yorktown Heights, New York 10598, does not discriminate on the basis of sex in the educational programs or activities which it operates and it is required by Title IX of the Education Amendments of 1972 not to discriminate in such a manner. The requirement not to discriminate in educational programs and activities extends to employment and admission of students. Inquiries concerning the application of Title IX may be made to the Office of Assistant Superintendent for Curriculum, Instruction and Certified Personnel, 2725 Crompond Road, Yorktown Heights, New York 10598, 914-243-8006.

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

Please Print:

Social Security Number _____ Building

Name
Last First Initial

Address

TO: BOARD OF EDUCATION OF YORKTOWN CENTRAL SCHOOL DISTRICT

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Computer Technicians Chapter of the Yorktown Congress of Teachers as my representative for the purpose of collective negotiations, and I hereby authorize you, according to arrangements agreed upon with the aforementioned Computer Technicians Chapter of the Yorktown Congress of Teachers, to deduct from my salary and transmit to said Computer Technicians Chapter of the Yorktown Congress of Teachers dues as certified by said Computer Technicians Chapter of the Yorktown Congress of Teachers for the organization indicated below. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

Organization:

Local - Computer Technicians Chapter of the Yorktown Congress of Teachers (CTC-YCT)

Please initial designation: _____ CTC-YCT
Employee Signature _____ Date

**APPENDIX
Salary Schedules**

July 1, 2013 to June 30, 2014 (Year 1)

<u>Ten-Month Employees</u>		<u>Twelve-Month Employees</u>	
Step 1	\$33,250.00	Step 1	\$32,966.21
Step 2	\$33,950.00	Step 2	\$34,152.96
Step 3	\$34,650.00	Step 3	\$35,381.97
Step 4	\$35,350.00	Step 4	\$36,621.25
Step 5	\$36,050.00	Step 5	\$37,902.80
Step 6	\$36,750.00	Step 6	\$39,228.90

July 1, 2014 to June 30, 2015 (Year 2)

<u>Ten-Month Employees</u>		<u>Twelve-Month Employees</u>	
Step 1	\$33,250.00	Step 1	\$33,826.21
Step 2	\$33,950.00	Step 2	\$35,012.96
Step 3	\$34,650.00	Step 3	\$36,241.97
Step 4	\$35,350.00	Step 4	\$37,481.25
Step 5	\$36,050.00	Step 5	\$38,762.80
Step 6	\$36,750.00	Step 6	\$40,088.90

July 1, 2015 to June 30, 2016 (Year 3)

<u>Ten-Month Employees</u>		<u>Twelve-Month Employees</u>	
Step 1	\$33,250.00	Step 1	\$34,686.21
Step 2	\$33,950.00	Step 2	\$35,872.96
Step 3	\$34,650.00	Step 3	\$37,101.97
Step 4	\$35,350.00	Step 4	\$38,341.25
Step 5	\$36,050.00	Step 5	\$39,622.80
Step 6	\$36,750.00	Step 6	\$40,948.90