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Contract Database Metadata Elements

Title: **Haverstraw-Stony Point Central School District and North Rockland School Non-Instructional Unit, CSEA Local 1000, AFSCME, AFL-CIO, Local 844 (2014) (MOA)**

Employer Name: **Haverstraw-Stony Point Central School District**

Union: **North Rockland School Non-Instructional Unit, CSEA, AFSCME, AFL-CIO**

Local: **844, 1000**

Effective Date: **07/01/2014**

Expiration Date: **06/30/2017**

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MEMORANDUM OF AGREEMENT

HAVERSTRAW-STONY POINT CENTRAL SCHOOL DISTRICT (hereinafter "District")
AND NORTH ROCKLAND SCHOOL UNIT OF LOCAL 844-CSEA, INC., LOCAL 1000,
AFSCME, AFL-CIO, INC (hereinafter "Union").

It is hereby agreed by and between the parties that the collective bargaining agreement between the parties shall be extended for a period of three (3) years (July 1, 2014-June 30, 2017), and shall remain unchanged except as modified below:

- 1. Page 2, Article IV (EMPLOYEE ASSIGNMENTS) Revise Paragraph 5 to read as follows:

"5. (a) Vacancies shall be filled on the basis of merit, fitness, skill, ability, prior work experience and job performance.

(b) All factors being relatively equal, the District shall give preference to non-probationary unit members in filling promotional vacancies in the unit."

- 2. Page 2, Article IV (EMPLOYEE ASSIGNMENTS) Add a new Paragraph 9 to read as follows:

"9. From ratification of this Agreement through the close of business June 30, 2017, the District shall not contract out bargaining unit work, except that the District will have the right to use non-bargaining unit members such as substitutes, and in an emergency situation and instances where the District has traditionally hired non-bargaining unit members to supplement its workforce, such as instances when the District does not have the necessary equipment or personnel to complete the work task in an appropriate time frame.

- 3. Page 4, Article VII (INSURANCE) Revise Paragraph 2(a) as follows:

"2. The District shall provide health and dental insurance benefits as follows:

(a) Employees hired prior to February 1, 1996 and who participate in the District plan shall contribute the following amounts towards the cost of health insurance premiums each year:

	<u>Effective</u> <u>July 1, 2015</u>	<u>Effective</u> <u>July 1, 2016</u>
Individual	\$450	\$500
Two Person Coverage	\$625	\$700

Family Coverage \$850 \$1,000

4. Page 4, Article VII (INSURANCE) Revise Paragraph 2(e) as follows:

“(e) (i) Employees hired after July 1, 2005, but prior to ratification of this Agreement:

- After three years of employment shall pay 15% of the annual premium for individual, two-person or family coverage.

(ii) Employees hired on or after ratification of this Agreement:

- After three years of employment shall pay 18% of the annual premium for individual, two-person or family coverage.”

5. Page 7, Article IX (SICK LEAVE & PERSONAL LEAVE), Replace Section C. in its entirety with the following:

“C. A sick leave bank shall be established for use by eligible unit employees employed subsequent to July 1, 1979, ~~which shall contain a number of days which shall equal the number of unit employees multiplied by the number of years during which this provision shall be in effect; provided, however, that the number of days in the collective bank shall in no event exceed 1300 and shall be governed by the following provisions:~~

1. Employee Participation:

a. At the beginning of each school year, but no later than October 1st, all unit employees eligible for sick leave who are willing to participate in a sick leave bank during that school year, shall submit to the District a waiver of one (1) day of the employee's sick leave. **Continuation in this sick leave bank shall be dependent upon a unit employee donating one (1) sick leave day to the bank for each school year he/she wishes to participate. Under no circumstances shall a unit employee be allowed to apply days contributed to the bank in a previous school year to satisfy the annual contribution described in this subsection a. in a subsequent school year. Unit employees who wish to participate in the sick bank must submit a donation form, as prescribed by the District and Union, no later than October 1st of each school year, which shall serve as a written record of the employee's annual contribution to the sick leave bank.**

b. If, after the employees' annual contribution of days to the sick bank as described in subsection a. herein, the total number of days in the

bank is less than 850 days, the District shall replenish the bank to 850 days. Regardless of whether or not the District is required to contribute days to the sick leave bank as described in this subsection b., the District shall not be obligated to replenish the sick leave bank for the remainder of that school year.

2. ~~Use of the District bank by eligible unit employees shall be governed by the following provisions:~~ Administration of Bank:

a. Eligible unit employees, upon exhaustion of their accumulated leave, will apply in writing to the Superintendent and Union President, or their designees, for permission to use a specified number of days of said ~~District sick bank~~. **Unit members applying for withdrawal from the bank must submit an application for withdrawal on a form prescribed by the District and Union. Such application form ~~letter~~ shall state the nature of the illness, the number of days needed, and shall be submitted in conjunction with supporting medical documentation. A unit employee must submit any relevant medical documentation, and written authorization, including any necessary HIPPA release forms for the District to examine and/or secure any or all medical records/documentation which may be requested by the Superintendent or Union President. In addition, the applicant shall state his/her willingness to supply any other information requested and to submit to any medical or psychiatric examinations requested by the District at District expense.**

~~b.~~ **As soon as possible after receipt of such application form ~~letter~~, the Superintendent and Union President, or their designees, shall meet to discuss and make a decision on the matter, such decision to be binding upon the applicant. If the Superintendent and Union President cannot reach agreement on the matter, it shall proceed to arbitration, pursuant to the terms of Article XIX of the collective bargaining agreement between the parties.**

~~c.~~ In their deliberations, the Superintendent and Union President shall take into account whatever criteria either may deem relevant including:

- i. the nature of the applicant's illness;
- ii. the applicant's past attendance record and use of sick leave time. **In evaluating an applicant's past use of sick leave time, the Superintendent and Union President shall be allowed to disqualify any applicant who, absent documented proof of a serious health condition, illness, and/or disability, used more than 50% of their annual sick leave time**

- iii. in the 5-year period immediately preceding the applicant's request to use the bank;
 - iii. the need to keep a sufficient number of days in the sick leave bank to protect future applicants;
 - iv. other matters which are relevant to the situation.
- d. In the event the Superintendent and Union President both agree that a request for use of the sick leave bank shall be denied, such denial shall not be subject to appeal and/or the grievance procedures.

3. Employee Use

- a. Withdrawals from the bank shall be limited to employees suffering from a catastrophic illness or injury. A catastrophic illness or injury is defined as a severe condition or combination of conditions that: (a) affect the physical or mental health of the employee; and (b) result in a life-threatening or life function altering condition; and (c) require an extended period of absence from work. Pregnancy is not considered a catastrophic illness. However, complications resulting from pregnancy may be considered catastrophic.
- b. A unit member must first exhaust all of their leave accruals before applying for withdrawal from the bank.
- c. A unit member shall be limited to withdraw sick leave bank days as follows:
 - 10-month employees: up to a maximum of 187 days per catastrophic event;
 - 11-month employees: up to a maximum of 207 days per catastrophic event;
 - 12-month employees: up to a maximum of 220 days per catastrophic event.
- d. If a unit member receives workers' compensation or disability benefits through New York State disability ~~or a private policy~~, he/she shall only be eligible to withdraw days from the sick bank to pay the difference between what he/she would have earned if he/she continued on the payroll and what he/she received in workers' compensation or disability benefits. ~~The unit member shall be required to sign a statement as to whether or not he/she is receiving disability benefits through a private policy and if so, the amount of payments received in conjunction with a copy of the policy and documentation to reflect payments received.~~

6. Page 9, Article IX (SICK LEAVE & PERSONAL LEAVE), Revise Section F, Paragraph 1(b) to read as follows:

“(b) A maximum of five (5) days of bereavement leave shall be granted because of a death in the immediate family which includes: spouse, child, sibling, parent, parent-or sibling-in-law, grandparent, grandchild, step-parent, step-child, domestic partner, or dependents residing in the personal household of the employee. All part-time employees shall be granted a maximum of three (3) days of bereavement leave because of a death in the immediate family.

In unusual circumstances, additional bereavement leave may be authorized for full-time employees by the Superintendent, not to exceed five (5) days.”

7. Page 9, Article IX (SICK LEAVE & PERSONAL LEAVE), Revise Section F., Paragraph 5 to read as follows:

“5. For full-time employees there shall be an additional allowance of a personal day with reason. The Superintendent or his/her designee may only approve the use of sick leave as described in this paragraph upon the submission of a valid reason by the employee.”

Fulltime employees will still receive personal leave of one (1) day without reason and upon the completion of ten (10) years of service, an employee may utilize one more sick day as an additional personal day without reason.

Page 9, Article IX (SICK LEAVE & PERSONAL LEAVE), Revise Section F., Paragraph 6 to read as follows:

“6. Personal leave may not be taken on a day before or a day after a school holiday as shown on the school calendar. Under extenuating circumstances, the Superintendent or his/her designee may approve the use of a personal leave day on a day before or a day after a school holiday, provided that there is sufficient coverage. The decision of the Superintendent shall not be subject to appeal.”

8. Page 12, Article XIII (SALARY SCHEDULE), Revise Paragraph 5(a) to read as follows:

“(a) All salary schedules shall be increased as follows:

Effective July 1, 2015 - 1%

Effective July 1, 2016 - 1%

10. Page 12, Article XIII (SALARY SCHEDULE), add the following new Paragraph 5(c) to read as follows:

“(c) Effective July 1, 2014, unit members eligible for a step increase shall progress one step on the salary schedule. Effective July 1, 2015, unit members eligible for a step increase shall receive one-half of the value of the step increment. Effective July 1, 2016, unit members eligible for a step increase shall receive one-half of the value of the step increment. The one-half step movement for the 2015-2016, and 2016-2017 school years shall not apply to the longevity steps.

For example, a Custodial Worker who was on Step 3 as of July 1, 2013 and earning an annual salary of \$34,974 shall progress to Step 4 as of July 1, 2014 and earn an annual salary of \$37,072. Effective July 1, 2015, the Custodial Worker shall progress to the midway point between Step 4 and Step 5, i.e., \$38,121.50 ($\$37,072 + \$1,049.50$). Effective July 1, 2016, the custodial worker shall progress to Step 5, i.e. \$39,171.

Effective July 1, 2017, in the absence of an agreement between the parties ~~to reduce or delay step,~~ full step movement **and full step value** shall resume and unit members shall once again be eligible to progress one step effective July 1st.”

11. This Agreement shall be subject to the approval of the Board of Education and ratification by the Union.

10. Page 12, Article XIII (SALARY SCHEDULE), add the following new Paragraph 5(c) to read as follows:

“(c) Effective July 1, 2014, unit members eligible for a step increase shall progress one step on the salary schedule. Effective July 1, 2015, unit members eligible for a step increase shall receive one-half of the value of the step increment. Effective July 1, 2016, unit members eligible for a step increase shall receive one-half of the value of the step increment. **The one-half step movement for the 2015-2016, and 2016-2017 school years shall not apply to the longevity steps.**

For example, a Custodial Worker who was on Step 3 as of July 1, 2013 and earning an annual salary of \$34,974 shall progress to Step 4 as of July 1, 2014 and earn an annual salary of \$37,072. Effective July 1, 2015, the Custodial Worker shall progress to the midway point between Step 4 and Step 5, i.e., \$38,121.50 (\$37,072+\$1,049.50). Effective July 1, 2016, the custodial worker shall progress to Step 5, i.e. \$39,171.

Effective July 1, 2017, in the absence of an agreement between the parties ~~to reduce or delay step~~, full step movement **and full step value** shall resume and unit members shall once again be eligible to progress one step effective July 1st.”

11. This Agreement shall be subject to the approval of the Board of Education and ratification by the Union.

Dated: 3/25/15

HAVERSTRAW-STONY POINT
CENTRAL SCHOOL DISTRICT

By: 

Dated: _____

NORTH ROCKLAND SCHOOL UNIT OF
LOCAL 844-CSEA, INC., LOCAL 1000,
AFSCME, AFL-CIO, INC.

By: 

By: 
LRS-CSEA