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Montauk Ufsd And Montauk Non-Affiliated Employees

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COLLECTIVE NEGOTIATIONS
AGREEMENT

between

SUPERINTENDENT OF SCHOOL

MONTAUK UNION FREE SCHOOL DISTRICT

and

THE MONTAUK NON-AFFILIATED EMPLOYEES

7/1/96 - 6/30/00

Effective Date
Date NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

SEP 28 2000

CONCILIATION

Ratification

13

AGREEMENT

PREAMBLE

THIS AGREEMENT is made and entered into the day of , 1996. This Agreement is the result of collective bargaining between the Chief School Officer, or his designee, of the Montauk Union Free School District, of the Town of East Hampton, Suffolk County, New York, hereinafter referred to as the "District", and the Non-Affiliated Employees Association of the Montauk Union Free School District, hereinafter referred to as the "Association". These negotiations have been conducted under the requirements and directions of Chapter 392 of the Public Employees Fair Employment Act of 1967 (commonly referred to as the Taylor Law).

ARTICLE I

RECOGNITION

A. The Board, having determined that The Non-Affiliated Employees Association if supported by a majority of the Non-Affiliated personnel, is hereby recognized as the exclusive employee organization and bargaining unit for the Non-Affiliated personnel. Such recognition shall continue for the maximum period permitted pursuant to the provisions of Section 208 (c) of the Public Employees Fair Employment Act.

ARTICLE II

DEFINITIONS

A. Definitions as used in this Agreement:

1. The term "Chief School Officer" of the District will mean the Superintendent of Schools.
2. The "Superintendent of Schools" will mean the Chief School Officer of the District as defined in New York State Education and General Construction Laws.
3. The term "District" will mean the Montauk Union Free School District, Town of East Hampton, Suffolk County, New York.
4. The term "Non-Affiliated Employees Association" will mean the Association that represents the following areas:
 - A. Clerical - Clerk/Typist
 - B. Custodial (Maintenance)
 - C. Nurse
 - D. Aides

E. Teaching Assistants

5. The term "Board" will mean the Board of Education of the Montauk Union Free School District.

6. The term "Board Policy" refers to the existing and future written policies of the Board which shall serve as a guide to discretionary action by the Superintendent of Schools and his administration of the school, contained and numbered in the Policy Manual, copies of which are available to the staff and the general public.

7. The term "part-time" employees is defined as:

a. Working at least twenty (20) hours and less than thirty-five (35) hours per week.

b. Employees working less than twenty (20) hours a week are referred to as "casual" employees.

(1) Casual employees will not be governed by any of the terms and conditions of this agreement.

(2) Casual employees are not eligible for benefits.

8. It is agreed that the positions of:

a. Secretary to the Chief School Officer

b. Supervisor of Building and Grounds/Head Custodian

c. District Treasurer

d. Nurse

are confidential to the Administration, and that such positions and positions created in the future which are of a confidential and/or managerial nature are not represented by the Association or covered by this Agreement.

ARTICLE III

NO STRIKE PLEDGE

A. The Association agrees to comply with the provisions of the Taylor Law prohibiting strikes as said Law is now in effect or may hereafter be amended.

ARTICLE IV

EMPLOYMENT & PROBATION

A. **Employment**

1. All employees shall be of good moral character and must meet the physical and health requirements necessary to enable them to be efficient employees.

B. Opening for Jobs

1. All openings for positions shall be publicized at least two (2) weeks prior to filling positions in the school and all qualified shall be given the opportunity to make application for such positions.

2. Consideration shall be given to seniority to those qualified personnel presently employed over newly appointed employees, provided all qualifications are equal.

C. Lay-offs

1. Lay-offs shall be by inverse seniority within each job classification and on a District level.

D. Transfers

1. If a transfer in jobs or shifts is necessary and there are no volunteers, the transferred employee will receive notice of at least one (1) week.

a. The Chairperson of the Association shall be kept informed of all transfers.

E. Job Descriptions will be made available to all employees.

F. At the time of hire and on or about June 1st of each year, thereafter the employee will receive a salary statement for the upcoming school year.

1. If a contract is not in force, a statement will be provided 30 days after ratification and signing of the contract documents. This is a non-grievance procedure.

ARTICLE VII

WAGES, HOURS & WORK WEEK

A. The wages for the 1996/97, 1997/98, 1998/99 and 1999/2000 school years, and hours and work week for the term of this Agreement are set forth in Appendix A and are hereby part hereof.

B. *Omitted*

C. All wages are set within a salary statement issued by the first of June each year for the next succeeding school year beginning July 1 and ending June 30th.

ARTICLE VIII

HOLIDAYS

A. Paid Holidays

1. All twelve month, full-time and part-time employees shall receive the following

ARTICLE IX

VACATIONS

- A. All full-time employees (12 months) shall be entitled to vacations on the following schedule:
1. 1 day for every 30 working days during the first year of employment.
 2. 2 weeks from 1-4 years
 3. 3 weeks from 5-9 years
 4. 4 weeks from 10 years forward

B. Vacations shall be computed from the anniversary date of employment, adjusted in the first year to July 1st, and shall accrue on a monthly basis; however, vacation time accrued during a particular year cannot be used until the subsequent school year, and must be used during such school year or be forfeited, except that no more than five days accrued vacation time may be carried over to the next school year with the approval of the Superintendent. Employees with less than one (1) year of service by July 1st, shall receive prorated vacations based on the vacation schedule of full-time employees.

- B. 1. Procedure for granting vacations:
- a. Vacation time accrues at a rate of 1 day for every 30 working days during the first year of employment.
 - b. Vacation use is not available during the first year of employment. Vacation time accrued during the first year of employment may be used during the second year of employment.

Example:

If hired 8/10/96 - 6/30/97, the employee accrues 7.6 days.

Continued employment during 1997/98 - the employee may use 8 the 7.6 vacation days accrued during the previous year.

The 10 days vacation days accrued during the 1997/98 year may be used during the 1998/99 school year.

C. Choice of vacation shall be according to seniority in the department, subject to the approval of the appropriate supervisor.

D. Should an employee's employment terminate for any reason whatsoever, he shall be entitled to vacation pay on a prorated basis, provided at least six (6) months service has been performed in that fiscal year.

E. Employees will take only one (1) week's vacation in the summer unless otherwise mutually agreed.

F. No employee will take their vacation two weeks prior to the opening of school.

approval of the Superintendent.

C. On or about September 1st of each year, the School District shall publish and distribute to each individual employee a list of accumulated sick leave.

D. Employees absent more than five (5) consecutive days because of prolonged personal illness will submit a doctor's confirmation, in writing, attesting to the persons fitness to return to work.

E. Individuals who leave work early, due to illness, shall be charged at a rate equal to the time for the early leaving.

F. In the case of absence in excess of accumulated sick leave, or when the accumulation is dissipated, deductions will be made at the rate of 1/200th of the annual salary for each day for 10-month employees, and 1/260th for each day for 12-month employees. Notwithstanding the foregoing, Employer reserves all rights under law to take disciplinary action against any employee who is absent without leave.

1. The employee shall be notified in writing concerning the cause and the amount of deduction.

G. Explanation of absence for illness, family or personal business:

1. Cases where there is a demonstrable pattern of single or multiple days of absence, or where the administrator has reasonable basis for believing that the employee, by reason of his absence, is in violation of this Agreement, it shall be the right of the Administrator to request an explanation by the employee of his absence and such additional evidence as the employee may reasonably be expected to provide to substantiate the reason for his absence.

2. Refusal by the employee to explain his absence and/or to provide reasonable documentation to substantiate his explanation may be considered a violation of this Agreement and may be considered a reason for loss of compensation for the day(s) in question, subject to review under the grievance procedure, and may be the basis for disciplinary action.

H. Part-time employees will receive a prorated number of sick days depending upon their employment (i.e. 10 month/12 month).

I. Personal Days: A. Members of the Association, upon written notice (5 days in advance) to the Superintendent of Schools, will be granted three (3) personal leave days per school year with pay according to the following provisions:

Approval of personal days will be contingent on the availability of staff for coverage by the Superintendent.

household would be considered immediate family.

a. If further extenuating circumstances prevail, it must be reviewed with the Superintendent.

B. Two (2) days leave will be given with pay for death involving brother-in-law, sister-in-law, niece, nephew, grandparents-in-law.

1. If more time is needed, it must be reviewed with the Superintendent.

C. Bereavement leave days will be deducted from cumulative sick days.

ARTICLE XIII

CHILD CARE LEAVE

A. Members of the Non-Affiliated Employees Association shall be entitled to a child care leave without pay as follows:

1. Request for such leave shall be submitted to the Board in writing ninety (90) days prior to the commencement of such leave.

2. Length of leave to be one (1) year from the last day of employment; however, Employer may require a teacher aide's leave to expire September 1st, with such leave being of a duration of more or less than one year.

a. Leave may be renewed for a second consecutive year upon written request to the Board of Education, made at least 90 days before the end of the first year leave.

ARTICLE XVI

EMERGENCY WORK

A. It is hereby agreed that the Association and its members shall fully cooperate with the Superintendent and Administrative Staff to remedy an emergency.

1. Snow removal shall be construed to be emergency work if it occurs before or after the regular schedule or work hours; however, Custodial staff shall be required to work weekend and early morning and evening hours to remove snow, if so directed by the Superintendent.

B. All work performed in emergencies, outside of normal working hours, shall be paid at time and a half.

1. Work performed on scheduled overtime will not be considered an emergency.

C. Any employee called in for an emergency on a day other than a normal working day shall be guaranteed two (2) hours work.

1. The employees may be required to perform other work in their own classification if the emergency work does not take two (2) hours to complete.

2. The employee may, at his own option, leave work at the end of the emergency, but will be paid only for the time worked.

D. The Superintendent of Schools or his designee is the authorized person to declare an emergency.

E. Employees shall perform overtime and holiday work, when requested.

then in effect, and shall in consideration of such withdrawal be paid such sum as the District shall establish from time to time. Employees withdrawing from the Plan shall sign a Release in the form prepared by Employer. The provisions of this paragraph "2" shall expire at the expiration of this Agreement on June 30, 2000 unless specifically extended in a subsequent Collective Bargaining Agreement.

2. The Dental Plan shall be such a plan which equals or exceeds the existing limits of coverage, providing there is a mutual agreement for a new carrier between the Montauk Union Free School District, the members of the Montauk Teachers' Association and the Non-Affiliated Employees Association. (See Appendix C)

B. The Board of Education agrees to enter into an individual agreement (see Appendix B) with the retired employees upon his/her retirement as stated in the East End Health Plan.

ARTICLE XX

LIFE INSURANCE AND DISABILITY INSURANCE

A. The District will contribute up to \$23.81 monthly toward the cost of each non-affiliated member's Group Life and Group Long-Term Disability Insurance coverage. (See Appendix C)

1. If this amount accrues to be more than the cost of the premiums, the excess will accrue to the Board of Education.

B. District contribution will be adjusted in each subsequent year of this Agreement

year of full-time employment with the District.

a. Said notification shall cause the District to enter into a written termination agreement (Appendix D) with the employee that will adjust the employee's normal salary (the year preceding the last two years of employment) upwards to 10% during the employee's nineteenth year of employment in lieu of the salary increases specified under Article "VII" of this Agreement, and salary will, during the employee's twentieth year of employment again increase by 10% in lieu of the salary increases specified under Article "VII" of this Agreement.

ARTICLE XXII

GRIEVANCE PROCEDURE

A. Definition:

1. A "Grievance" is a claim which alleges the violation of the terms and conditions of this Employment Agreement. It excludes any matter involving disciplinary proceedings, termination of employment, compensation, retirement benefits or any matter which is otherwise reviewable pursuant to law, Civil Service Regulations, or any rules or regulations having the force and effect of law. A grievance must be commenced within thirty days of the alleged wrongdoing, and must be processed in accordance with the time limitations set forth hereinbelow, otherwise the grievance shall be deemed abandoned.

2. A "Grievant" is the person making the claim and may include an individual employee and the Non-Affiliated Employees Association.

2. The purpose of this informal conference shall be to attempt to arrive at a mutually agreeable disposition of the grievance.

3. In the event the grievance is not resolved at such informal conference, the Superintendent of Schools shall render a determination in writing within five (5) business days subsequent to the informal conference.

STEP 3 - In the event that the grievant is not satisfied with the disposition of the grievance at Step 2, the employee/Association may submit such grievance in writing to the Board of Education within five (5) business days subsequent to the determination at Step 2 or twenty (20) business days subsequent to the submission of the grievance, whichever is sooner.

1. Within five (5) business days of the receipt of the grievance, the Board of Education shall hold an informal conference with the grievant.

2. The purpose of this informal conference shall be to attempt to arrive at a mutually agreeable disposition of the grievance.

3. The Board of Education shall render a final decision, in writing, within five (5) business days subsequent to the informal conference.

C. General Conditions

1. The grievant, the supervisor, the Superintendent of Schools and the Board of Education, may elect to be represented at any stage of the grievance procedure.

2. Should the grievance be resolved at any stage by mutual agreement of the parties, such agreement shall be reduced to writing and be signed by the grievant and administration.

ARTICLE XXIII

MISCELLANEOUS

- A. The Board agrees to reproduce sufficient copies of the Agreement to be distributed to all such non-affiliated personnel as defined herein.
- B. The Board agrees that no existing written policy affecting terms and conditions of employment will be changed which is at variance with the terms and conditions of this Agreement except on appropriate negotiations with the Association.
- C. In the event any provisions of this Agreement is in conflict with any law or statute now or hereafter in effect, the law or statute will prevail, but the balance of the contract shall remain in full force and effect.
- D. Negotiation Procedure:
1. The parties agree to commence negotiations for a successor agreement to this agreement no later than March 1, 2000.
 2. On or before March 1, 2000, the Association will submit to the Superintendent a list of all proposed items to be negotiated.
 - a. These will be in writing and be in the form of negotiated proposals.
 3. The Association agrees to have representatives meet regularly on a mutually agreed schedule.
- E. The Association President will be notified of all new hires, leaves and terminations.
- F. Uniforms
1. Custodial workers shall be provided a fifty (\$50.00) dollar allowance per year

ARTICLE XXIV

LEGALITY OF PROVISIONS

A. Should any provision or provisions of this Agreement, or any application thereof, become unlawful by virtue of any Federal or State Law, or executive order by the President of the United States pursuant to law, or by final adjudication of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified in compliance with the law, order or final adjudication, but in all other respects, the provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE XXV

TAYLOR LAW NOTICE (S204-A)

A. 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 therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXVI

COMPLETE AGREEMENT

A. This contract is the complete and exclusive agreement governing the relationship of the parties for its duration.

B. Any amendments or modifications of this Agreement must be mutually agreed upon by the parties.

C. No change, revision, alteration, or modification of the Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Non-Affiliated Employees Association in writing.

D. This Agreement constitutes Board Policy for the term of the Agreement, and the Board and the Non-Affiliated Employees Association will carry out the commitments contained herein and give them full force and effect.

E. Whenever this Agreement is inconsistent with any previously adopted Board Policy, Instructions or Handbook, it shall be deemed as superseded insofar as may be necessary by this Agreement. Any other existing Board Policies, Instructions or Handbooks are not to be deemed repealed, superseded, or rescinded by reason of this Agreement.

F. The Board and the Non-Affiliated Employees Association recognizes that the Board has certain powers, discretions and duties that under the Constitution and the Laws of the State of New York may not be delegated, limited provision of this Agreement or any application of this Agreement shall be found contrary to law.

1. Such provisions or applications shall be effective only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.