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Contract Database Metadata Elements

Title: **New Paltz Central School District and New Paltz Central School District Non-Instructional Unit, Communication Workers of America, AFL-CIO, CLC (2004)**

Employer Name: **New Paltz Central School District**

Union: **New Paltz Central School District Non-Instructional Unit, Communication Workers of America, AFL-CIO, CLC**

Local:

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CUS / 5701

AGREEMENT BETWEEN
NEW PALTZ CENTRAL
SCHOOL DISTRICT
AND

THE COMMUNICATIONS
WORKERS OF AMERICA,
AFL-CIO, CLC

HEAD CUSTODIAL, CUSTODIAL
MAINTENANCE UNIT
GROUNDS & SCHOOL BUS MECHANICS

RECEIVED

MAR 29 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

7/1/04 - 6/30/08

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BOLD/UNDERLINED ITEMS DENOTE CONTRACT LANGUAGE CHANGES

ARTICLE 1: RECOGNITION

SECTION 1. The District hereby recognizes the Communications Workers of America, AFL-CIO as the exclusive bargaining agent for a unit consisting of the following titles: Custodian, Custodial Workers, Groundsman / Maintenance Operator, Building Maintenance person, School Chauffeur, Head Custodians, Bus Mechanics and excluding itinerant substitutes, seasonal employees and all other employees.

ARTICLE 2: DUES DEDUCTIONS

SECTION 1. Provided the Employer has received from an employee on whose account such deductions are to be made, a signed, written request on a payroll deduction authorization form, attached to and made apart of this Agreement as Exhibit A, the Employer will deduct monthly from the employee's wages, the amount specified in that request. The Employer will forward the amount deducted to the Union's Secretary-Treasurer or his or her authorized agent.

SECTION 2. Payroll deductions will be made in monthly pay periods for properly executed deduction authorization forms received at the Employer's headquarters on or before the fifth (5th) day of the preceding month. However, the Employer assumes no responsibility to the employees or the Union for its failure to make or for any errors made in making such deduction, but will make such efforts as it deems appropriate to correct errors or omissions, if any.

SECTION 3. Deductions shall be remitted to the Union's Secretary-Treasurer, no later than twenty (20) days after the end of the proceeding month during which deductions were made.

SECTION 4. The Employer agrees to furnish the Union's Secretary-Treasurer, at the time it remits the dues deducted, a roster of all employees' names, social security numbers (with employee's permission), annual rates of pay, and dues deducted or, if no deduction was made, the reason for not making the deduction.

SECTION 5. An employee's authorization shall be automatically cancelled upon termination of employment. An employee's authorization shall be suspended upon a leave of absence in excess of thirty (30) calendar days.

SECTION 6. The Secretary-Treasurer of the Communications Workers of America will certify any change in the amount of monthly Union dues to the Employer. The Union shall give the Employer at least thirty (30) days notice of any change in dues. A certificate, which changes the contribution due the Union,

shall become effective the first (1st) day of the month **following thirty (30) days after the date the Employer received such certification.**

SECTION 7. In making the deductions and transmittals as specified, the Employer shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fee.

SECTION 8. The written authorization referred to in this Article 2, shall be irrevocable for the period of one (1) year or until the termination date of the applicable Collective Bargaining Agreement between the Union and the Employer, whichever is the shorter period.

SECTION 9. The Union agrees that it will indemnify and save the Employer harmless against any and all actions, claims, demands, losses, or expenses including reasonable attorney's fees, in any matter resulting from any action taken by the Employer at the request of the Union under this Article 2.

SECTION 10. Any information required by this Article 2 about employee names, addresses, etc., shall be limited to that information currently available and furnished on computer printouts of the Employer.

ARTICLE 3: DEFINITIONS

SECTION 1. Part-time and full-time employees: The term full-time employee in this Agreement is an employee who works a minimum of twenty (20) straight time hours per week. A part-time employee is an employee who works less than twenty (20) hours per week.

SECTION 2. Itinerant Substitutes: An itinerant substitute is an individual hired to replace a regular employee on a temporary basis. Itinerant substitutes are not covered by this Agreement. The District is prohibited from employing an itinerant substitute in any other circumstance other than to replace a regular employee on a temporary basis. Notwithstanding the above, the District may hire a temporary emergency substitute in an unencumbered position for a period of up to three (3) months to handle temporary emergency circumstances. A temporary emergency substitute may be renewed for a maximum period of an additional three (3) months. Temporary emergency substitutes are not covered by this Agreement.

The District will notify the Union's Business Agent of all bargaining unit absences in excess of **sixty (60) days**, listing the name of the absent unit member and the name(s) of the itinerant substitute(s) who is replacing the unit member. The District will also notify the Union's Business Agent of the hiring of all temporary emergency substitutes, the reason they were hired and the expected release date.

If the Employer allows an individual who is neither a temporary itinerant substitute nor a temporary emergency substitute to work in an unencumbered position for ninety (90) consecutive calendar days, the employee will be appointed to a probationary period on the ninety-first (91st) day and become a member of the unit on that day.

SECTION 3. Seasonal Employees: A seasonal employee is an employee who is hired for a specific duration of no more than twelve (12) consecutive weeks during the Christmas, Easter, or summer recess periods. Seasonal employees are not covered by this Agreement.

SECTION 4. Part-time to full-time: A part-time employee who is appointed to a full-time position shall be entitled to the benefits of that position based upon the date of appointment to the full-time position.

SECTION 5. Part-time positions: The District will not take a full-time unit position and split it into two (2) or more part-time positions.

SECTION 6. Regularly employed employees shall not be entitled to benefits until completion of thirty (30) continuous days of work.

ARTICLE 4: UNION RIGHTS

SECTION 1. Any employee from the unit designated by the Union shall be allowed time off to attend National, State or Local Union meetings, conferences or conventions. Such leave shall be without pay but will not affect the employee's seniority or other benefits. A total of ten (10) working days off per year is allowed for the unit.

SECTION 2. The District will provide a bulletin board in **the Bus Garage/Maintenance Building** for the posting of official Union notices or bulletins. Such material must deal with the proper and legitimate business of the Union. The material must be signed or the source of such material must be identifiable. The District shall not be responsible for the contents of such material.

ARTICLE 5: EMPLOYMENT POSITIONS

SECTION 1. An announcement of all vacancies and newly created positions, legal notices (e.g., civil service tests, board meetings, etc.) will be posted on the appropriate bulletin boards at all reporting locations. The posting shall include the intended; reporting location(s), hours of work and shift, if applicable. Postings shall be made at least five (5) working days in advance of

closing date for filling the position, the day of testing or meeting. Volunteers from within the unit will be given an opportunity to apply for and be given an interview for any vacant position that is covered by the Collective Bargaining Agreement. However, the District is not obligated to select any such volunteer.

SECTION 2. When an individual is promoted within the bargaining unit, he/she shall be placed at the lowest step that will result in a raise to the individual.

ARTICLE 6: VACATION TIME

SECTION 1. Full-time employees will be entitled to vacation with pay. Vacation shall accrue based upon full school calendar years (July 1st – June 30th) of employment as follows:

- Ten (10) days each year for the first four (4) continuous school calendar years of their employment;
- Fifteen (15) days during the fifth (5th) through the ninth full school calendar years of their employment; and
- Twenty (20) days for the tenth and subsequent school calendar years of their employment.

SECTION 2. All employees starting after July 1st in any given year shall be entitled to accrued vacation days at the rate of 5/6th of a day per month. Thereafter, employees shall accrue vacation in accordance with the above schedule.

SECTION 3. At least six (6) months of initial employment must be worked before the first vacation day can be taken.

SECTION 4. Only up to ten (10) vacation days can be carried over from one school year to the next school year.

SECTION 5. The scheduling of vacation must be approved by the Superintendent of Schools or his or her designee.

SECTION 6. Part-time employees shall be entitled to ten (10) vacation days each year.

- Such time shall be with pay,
- Vacation days cannot be carried over,
- At least six (6) months of initial employment must be worked before the first vacation day can be taken,

ARTICLE 7: JURY DUTY LEAVE

SECTION 1. Any employee summoned to perform jury duty shall be granted a temporary leave of absence with full pay. This temporary leave of absence will not be charged to any form of leave contractually granted.

SECTION 2. It is understood that whenever possible, an employee shall delay or schedule jury duty so as to minimize conflict with regular school activities.

SECTION 3. Any employee on jury duty shall, upon receipt of the summons, notify their immediate Supervisor.

SECTION 4. The employee shall present to the District a certificate from the clerk of the court stating the date jury duty began and the date jury duty ended.

SECTION 5. Deleted.

SECTION 6. Any employee who feels that jury service will interfere with professional commitments to the District may request a letter of excuse from the Superintendent to be sent to the clerk of the court.

SECTION 7. An employee excused from jury duty before noon on any day of jury service is expected to report to work for the remainder of the scheduled day.

ARTICLE 8: PERSONAL LEAVE

SECTION 1. Full-time employees may be granted two (2) **personal** leave days a year with pay at the discretion of the Director of School Facilities and Operations or the Director of Transportation.

SECTION 2. Part-time employees may be granted one (1) **personal** leave days a year with pay at the discretion of the Director of School Facilities and Operations or the Director of Transportation.

SECTION 3. Requests for **personal** leave days must be received at least two (2) days, when possible, prior to the date requested and must state the reason for the request. Such requests may be placed in a sealed envelope, marked "Confidential – Attention Superintendent".

SECTION 4. **Personal** Leave shall be used only for business that cannot be done outside of the regular workday or workweek, such as,

- Court appearances,
- House closings,
- Consultation with a lawyer

SECTION 5. **Any unused personal leave days will be credited as unused sick time as provided in Article 11, Section 1.**

ARTICLE 9: LEAVE OF ABSENCE

SECTION 1: Any employee may be granted a leave of absence, without pay, not to exceed one (1) year, with the approval of the Superintendent of Schools. Except in cases of emergencies, such leave requests must be submitted, in writing, to the Superintendent, at least six (6) weeks prior to the desired leave date, setting forth both leave commencement and termination dates, and notice of intention to return from leave must be submitted to the Superintendent, at least sixty (60) days before the leave termination date. Any employee who fails to return to work on the leave return date shall be deemed to have voluntarily quit from his/her position and there shall be no requirement for the employer to conduct a hearing regarding such matter. It is understood that employees will not accrue any benefits during any unpaid leaves of absence.

ARTICLE 10: BEREAVEMENT LEAVE

SECTION 1. In the event of a death in an employee's immediate family, both full-time and part-time employees may take up to five (5) days bereavement leave with pay. Immediate family is defined as the employee's spouse, child, and mother, father, brother, sister, mother-in-law, father-in-law, grandparents, **grandchild**, or significant other residing in the household.

SECTION 2. In the event of a death of an aunt, uncle, niece, nephew, **brother-in-law or sister-in-law** said employee may take up to three (3) days bereavement leave with pay.

ARTICLE 11: SICK LEAVE

SECTION 1. Employees will be granted fifteen (15) sick days per year at the beginning of each year. Sick days can be accumulated up to **two hundred fifty (250)** days in total.

SECTION 2. The District reserves the right to request a written statement supported by a doctor's certificate after three (3) days of successive absence or at any time if there is suspected employee abuse. A nominal fee not to exceed

the doctor's office visit less any amount reimbursed through insurance shall be paid by the District to defray the cost of this certificate.

SECTION 3. Any employee shall be able to transfer sick leave up to a maximum of two (2) days to any other employee who has used up all accumulated sick leave per annum. The employee shall notify the District within three (3) days following termination of accumulated sick leave if a donation is forthcoming. A form will be provided by the District for the donation of leave.

SECTION 4. Any employee may elect to receive an amount equal to one (1) day's pay for each of the first five (5) days not used.

SECTION 5. Upon retirement or resignation, thirty dollars (\$30.00) for each day, **up to two hundred and fifty (250) days.**

SECTION 6. Effective July 1, 2001, employees will receive a one-time conversion of sick leave accruals in accordance with the sick leave benefits schedule set forth in the 1997-2000 Collective Bargaining Agreement (e.g., employee in his/her 10th year will receive 125 sick days). In addition, all unused sick leave accruals from 2000-01 and all unused sick leave accruals from the time before the sick leave benefits schedule was developed will be added to each employee's accruals.

SECTION 7. When Worker's Compensation salary reimbursement payments are received by the District, sick leave days shall be reinstated to the employee's credit on a pro-rata basis utilizing the value that the reimbursement bears when measured against the employee's per diem rate.

ARTICLE 12: FAMILY LEAVE

SECTION 1. In the event of severe illness in **an** employee's family, said employee shall be entitled to a family leave up to five (5) days with pay if he/she has unused personal days or vacation. If the employee has no accumulated personal days or vacation, family leave will be granted without pay at the discretion of the Superintendent of Schools or his or her designee.

SECTION 2. If additional family leave days are requested, the Superintendent of Schools or his or her designee may grant them without pay.

ARTICLE 13: EMERGENCY LEAVE

SECTION 1. Emergency leave may be granted at the discretion of the Director of School Facilities and Operations, the Director of Transportation, or immediate supervisor. An emergency is defined as an unexpected event of severe nature which occurs during the employee's normal workday and which is of a short duration. Emergency leave is with pay. The employee will be expected, however, to make up an equivalent amount of time, the schedule of which must be agreed upon between the employee and his/her immediate supervisor.

ARTICLE 14: RELIGIOUS LEAVE

SECTION 1: Days taken off for religious observance(s) will not be charged against sick or personal leave, provided notice is given to the Department Head and provided that the tenets of the employee's religion prohibit the employee from working on such day. This provision shall be limited to a maximum of three (3) days per year.

ARTICLE 15: ATTENDANCE

SECTION 1: Employees with perfect attendance for the fiscal year, July 1st through June 30th, shall receive a three hundred (\$300.00) dollar bonus payable on or before July 31st. Persons with only one (1) day's absence during this period shall receive a two hundred (\$200.00) dollar bonus payable on or before July 31st. The first year will be pro-rated. **Perfect attendance is defined as no sick/family sick or personal leave days used.**

ARTICLE 16: HEALTH INSURANCE

SECTION 1. The Board of Education of the New Paltz Central School District of the State of New York elects to participate as a participant employer in the State Employee's Health Insurance Plan (or another insurance plan providing comparable coverage in which case the District would negotiate the impact of such a change) and includes in such plan all full-time unit employees, as defined in Article 2, and/or retired unit employees hired before July 1, 1979, subject to and in accordance with the provisions of Article 7 of the Civil Service Law and the regulations of the Health Insurance Board, as presently existing or hereafter amended, together with such provisions of the insurance contracts as may be approved by the Health Insurance Board and any administrative rule or directive governing the plan.

SECTION 2. The Board of Education agrees to **pay** health insurance at the rate of ninety-five percent (95%) toward individual coverage and ninety percent (90%) toward **family** coverage on the statewide plan, or a comparable percentage on another plan for all employees as stated in Section 1, above.

SECTION 3. To retain coverage while on a non-salaried leave, the employee must assume all costs and pay for the coverage.

SECTION 4. Unit employees who retire from the New Paltz Central School District after ten (10) years of continuous service will be entitled to health insurance. Retired employees will be covered at a rate of ninety-five (95%) percent and eighty five (85%) percent towards the cost of family coverage.

SECTION 5. In reference to Section 1 above, the parties agree that the District may substitute the Dutchess Educational Health Insurance "Alternative Plan" in place of the State Employees' Health Insurance Plan without any further negotiations obligation.

SECTION 6. **Deleted.**

SECTION 7. On or before May 1st of each school year, unit members who are eligible for health insurance benefits shall inform the District of their decision to opt-out of the District's health insurance plan, effective July 1st. In return for opting-out the member shall receive a payment of:

- **2004-2005 Twelve Hundred Dollars (\$1,200.00)**
- **2005-2006 Thirteen Hundred Dollars (\$1,300.00)**
- **2006-2007 Fourteen Hundred Dollars (\$1,400.00)**
- **2007-2008 Fifteen Hundred Dollars (\$1,500.00)**

payable **over twenty-six (26) paychecks** the employee must provide proof of other coverage.

ARTICLE 17: NPUT TRUST FUND

SECTION 1. **The District shall annually appropriate one thousand one hundred eleven dollars (\$1,100.00) to the NPUT Trust towards the cost of Disability, Vision and Dental coverage.**

SECTION 2. **Deleted.**

ARTICLE 18: HOURS OF EMPLOYMENT

SECTION 1. The normal workweek for a full-time employee will be forty (40) hours per week.

SECTION 2. Night shift personnel (those who are scheduled to work at or after twelve (12) noon) shall work forty (40) hours per week which will include a paid thirty (30) minute lunch period each day. These employees must remain in the building during this paid lunch period.

SECTION 3. The District will determine both the hours and days to be worked and the deployment of all members of the unit. If the District establishes a workweek that includes Saturday as a regularly scheduled workday, employees assigned to such a workweek will receive a **twenty percent (20%)** differential for hours worked on Saturday only. This differential shall be included in determining the employee's regular hourly rate of pay. The District will notify the employees at least two (2) weeks prior to any permanent change in his/her regular shift, absent of extenuating circumstances. Employees who are regularly assigned a work week which includes a Saturday as a regularly scheduled workday, will be expected to have flexible work shifts on Saturdays which may be arranged around scheduled activities. The immediate supervisor will approve all work schedule changes. A custodial worker will have the option to work on Friday rather than their scheduled Saturday if it is known by Thursday that there are no events scheduled in their school on that Saturday.

SECTION 4. No employee will be scheduled for a workweek, which includes Saturday as a regularly scheduled workday, for more than three (3) consecutive weeks at a time and it will be rotated within each job classification at each location.

SECTION 5. It is understood and agreed that Building checks are not subject to Sections 3 and 4.

SECTION 6. After 7/1/2006, the District may at their discretion use time clocks. The District will agree to discuss with the CWA issues regarding the use of time clocks prior to their implementation. Nothing in this Article shall require approval of the CWA prior to the implementation of time clocks.

SECTION 7. The District may assign any additional regular full-time employees in the department any five (5) consecutive days of the week as their regular scheduled workweek. These employees will be employed at a forty (40) hour workweek base rate of pay, but, if assigned other than a Monday through Friday schedule will work forty (40) hours five (5) consecutive days at eight (8) hours each day, which includes a thirty (30) minute paid lunch period, while on this schedule. The District will assign

the daily hours of work and that assignment of hours will remain the same for each day of that workweek unless otherwise mutually agreed by the District and employee. If any of these employees are required to work on the sixth (6th) day of the workweek, said employee will be paid at the rate of one and one-half (1 ½) times his/her regular rate of pay for all hours worked on the sixth (6th) day. If any of these employees are required to work on the seventh (7th) day of the workweek, said employee will be paid at a rate of two (2) times his/her regular rate of pay for all hours worked on the seventh (7th) day. The first (1st) through the fifth (5th) day of work may be reassigned to the sixth (6th) day for no more than three (3) consecutive weeks at a fifteen percent (15%) hourly rate increase.

In addition to the above, if any of the sixteen (16) paid holidays fall on a day when these employees are not scheduled to work, these employees will be granted a day off with pay in lieu of the holiday within the next three (3) consecutive workweeks.

The normal daily work shift will be eight (8) hours each day beginning as early as 6:00 a.m. and as late as 2:30 p.m. However, if the District chooses to begin on the daily work shift on or after 3:00 p.m., employees will be paid and additional six and one quarter percent (6.25%) per hour for the time assigned.

ARTICLE 19: OVERTIME

SECTION 1. All overtime pay shall be calculated by dividing the employee's annual salary by two thousand and eighty (2,080) hours.

SECTION 2. Any hours worked in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1 ½) the employee's regular rate of pay. Notwithstanding the above, night shift personnel who are assigned to work a day shift for emergency reasons will be paid at the rate of time and one-half (1 ½) of the employee's regular rate of pay for all hours worked in excess of the eight (8) hours, which includes a thirty (30) minute paid lunch period.

SECTION 3. Any hours worked on a Sunday will be paid at the rate of twice (2) the employee's regular rate of pay, and any holidays worked will be paid at twice (2) the regular hourly rate in addition to his/her regular days pay.

SECTION 4. There shall be no pyramiding of overtime.

SECTION 5. An overtime list of employees will be established for each work location. Overtime shall be assigned on a rotational basis by inverse order of seniority using the overtime list. If the first employee to be assigned does not

wish to work, a volunteer will be sought by order of seniority. If there is no volunteer, the first employee will be assigned to work the overtime.

Notwithstanding the above, the Director of School Facilities and Operations shall have the right to deviate from the seniority list based upon the ability of a particular unit member to perform the required overtime task.

SECTION 6. Any employee who is called in to work will receive a minimum payment of two (2) hours wages.

SECTION 7. **Sick time will be counted as hours worked for purposes of computing overtime.**

ARTICLE 20: WAGES

SECTION 1. Effective **July 1st, 2004**, the salary schedule below will be created for all titles in the bargaining unit. Placement of bargaining unit members on the salary schedule in the **2004-2005** school year will be governed by the schedule below.

2004-2005

Step:	<u>Head Custodian</u>	<u>Auto Mechanic/ Maintenance A</u>	<u>Driver/ Grounds/ Mtc B</u>	<u>Custodian</u>	<u>Custodial Worker</u>
1	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>
2	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>
3	<u>\$ 31,400</u>	<u>\$ 29,930</u>	<u>\$ 25,880</u>	<u>\$ 25,480</u>	<u>\$23,180</u>
4	<u>32,140</u>	<u>30,790</u>	<u>26,490</u>	<u>26,060</u>	<u>23,670</u>
5	<u>32,870</u>	<u>31,650</u>	<u>27,110</u>	<u>26,620</u>	<u>24,160</u>
6	<u>33,610</u>	<u>32,500</u>	<u>27,720</u>	<u>27,170</u>	<u>24,650</u>
7	<u>34,340</u>	<u>33,360</u>	<u>28,330</u>	<u>27,720</u>	<u>25,140</u>
8	<u>35,080</u>	<u>34,130</u>	<u>28,940</u>	<u>28,300</u>	<u>25,660</u>
9	<u>35,820</u>	<u>34,900</u>	<u>29,550</u>	<u>28,880</u>	<u>26,190</u>
10	<u>36,560</u>	<u>35,670</u>	<u>30,170</u>	<u>29,470</u>	<u>26,720</u>

Longevities:

<u>Year:</u>	<u>5+ \$520</u>	<u>9+ \$730</u>	<u>14+ \$940</u>	<u>20+ \$1,050</u>
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2005-2006

Step:	<u>Head Custodian</u>	<u>Auto Mechanic/ Maintenance A</u>	<u>Driver Grounds/ Maint. B</u>	<u>Custodian</u>	<u>Custodial Worker</u>
1	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>
2	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>
3	<u>\$ 32,890</u>	<u>\$ 31,350</u>	<u>\$ 27,110</u>	<u>\$ 26,690</u>	<u>\$24,280</u>
4	<u>33,670</u>	<u>32,250</u>	<u>27,750</u>	<u>27,300</u>	<u>24,790</u>
5	<u>34,430</u>	<u>33,150</u>	<u>28,400</u>	<u>27,880</u>	<u>25,310</u>
6	<u>35,210</u>	<u>34,040</u>	<u>29,040</u>	<u>28,460</u>	<u>25,820</u>
7	<u>35,970</u>	<u>34,940</u>	<u>29,680</u>	<u>29,040</u>	<u>26,330</u>
8	<u>36,740</u>	<u>35,740</u>	<u>30,320</u>	<u>29,650</u>	<u>26,880</u>
9	<u>37,520</u>	<u>36,550</u>	<u>30,960</u>	<u>30,260</u>	<u>27,430</u>
10	<u>38,300</u>	<u>37,360</u>	<u>31,600</u>	<u>30,870</u>	<u>27,990</u>

Longevities:

<u>Year:</u>	<u>5+ \$540</u>	<u>9+ \$760</u>	<u>14+ \$980</u>	<u>20+ \$1,100</u>
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2006-2007

Step:	<u>Head Custodian</u>	<u>Auto Mechanic/ Maintenance A</u>	<u>Driver Grounds/ Maint. B</u>	<u>Custodian</u>	<u>Custodial Worker</u>
1	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>
2	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>
3	<u>\$ 34,450</u>	<u>\$ 32,840</u>	<u>\$ 28,400</u>	<u>\$ 27,960</u>	<u>\$25,430</u>
4	<u>35,270</u>	<u>33,780</u>	<u>29,070</u>	<u>28,600</u>	<u>25,970</u>
5	<u>36,070</u>	<u>34,720</u>	<u>29,750</u>	<u>29,200</u>	<u>26,510</u>
6	<u>36,880</u>	<u>35,660</u>	<u>30,420</u>	<u>29,810</u>	<u>27,050</u>
7	<u>37,680</u>	<u>36,600</u>	<u>31,090</u>	<u>30,420</u>	<u>27,580</u>
8	<u>38,490</u>	<u>37,440</u>	<u>31,760</u>	<u>31,060</u>	<u>28,160</u>
9	<u>39,300</u>	<u>38,280</u>	<u>32,430</u>	<u>31,700</u>	<u>28,740</u>
10	<u>40,120</u>	<u>39,130</u>	<u>33,100</u>	<u>32,340</u>	<u>29,320</u>

Longevities:

<u>Year:</u>	<u>5+ \$570</u>	<u>9+ \$800</u>	<u>14+ \$1,030</u>	<u>20+ \$1,150</u>
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2007-2008

Step:	<u>Head Custodian</u>	<u>Auto Mechanic/ Maintenance A</u>	<u>Driver Grounds/ Maint. B</u>	<u>Custodian</u>	<u>Custodial Worker</u>
1	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>
2	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>	<u>Deleted</u>
3	<u>\$ 36,090</u>	<u>\$ 34,400</u>	<u>\$ 29,750</u>	<u>\$ 29,290</u>	<u>\$26,640</u>
4	<u>36,950</u>	<u>35,380</u>	<u>30,450</u>	<u>29,960</u>	<u>27,200</u>
5	<u>37,780</u>	<u>36,370</u>	<u>31,160</u>	<u>30,590</u>	<u>27,770</u>
6	<u>38,630</u>	<u>37,350</u>	<u>31,860</u>	<u>31,230</u>	<u>28,330</u>
7	<u>39,470</u>	<u>38,340</u>	<u>32,570</u>	<u>31,860</u>	<u>28,890</u>
8	<u>40,320</u>	<u>39,220</u>	<u>33,270</u>	<u>32,530</u>	<u>29,490</u>
9	<u>41,170</u>	<u>40,100</u>	<u>33,970</u>	<u>33,200</u>	<u>30,100</u>
10	<u>42,030</u>	<u>40,990</u>	<u>34,670</u>	<u>33,880</u>	<u>30,710</u>

Longevities:

<u>Year:</u>	<u>5+ \$600</u>	<u>9+ \$840</u>	<u>14+ \$1,080</u>	<u>20+ \$1,200</u>
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Section 1A:

- Eliminate Steps 1 and 2 for the purposes of pay.
- Salary schedule (for pay) would be from Steps 3 through 10.
- All steps would be increased by four and three-quarters percent (4.75%) per year for each year rounded to the nearest ten dollars (\$10.00).
- Except as referenced, all employees would remain on their current (2003-2004) step until 7/1/2008.
- All new employees hired between ratification and 6/30/2004 on Steps 1 or 2 go to Step 3 in 2004-2005 and remain on Step 3 until 7/1/2008.
- All employees hired on or after 7/1/2004 would be placed on one of the Step 3 through 10 and remain on that step until 7/1/2008.
- All employees on Step 8 in 2003-2004 go to Step 10 in 2004-2005 and remain on Step 10.
- All employees on Step 7 in 2003-2004 go to Step 8 in 2004-2005 and remain on Step 8 until 7/1/2008.
- All employees currently on Steps 1 or 2 in 2003 go to Step 2 in 2004-2005 and remain on Step 3 until 7/1/2008 except as noted below.
- Ken Woolsley, John Rhodes, Carrie Brooks, Jason Whipple, Jason Christiana will go to Step 4 in 2006-2007 and remain on Step 4 until 7/1/2008.
- Doug Tierney will go to Step 5 in 2006-2007 and remain on Step 5 until 7/1/2008.

- Roger Hoornbeeck will go to Step 7 in 2004-2005 remain on Step 7 in 2005-2006 then go to Step 8 in 2006-2007 and remain on Step 8 until 7/1/2008.
- All employees who are "off-step" shall receive a four and three-quarters percent (4.75%) increase (rounded to the nearest ten dollars <\$10.00>) in their base pay in each year of the contract.
- All longevities would be increased by four and three-quarters percent (4.75%) per year for each year rounded to the nearest ten dollars (\$10.00).

SECTION 2. The District reserves the right to hire employees at any step of the salary schedule.

SECTION 3. Building Checks: Head Custodians Only

Head Custodian is responsible for building checks on all weekends and all holidays. On a particular day, this work may be assigned to another qualified employee if mutually agreed to by that employee, the Head Custodian and the District. The building check compensation shall be twenty-five dollars (\$25.00) per building check.

If in the course of making a routine building check, the employee is required to actually perform repair work or other additional work, not part of a routine check, then the employee will be compensated for the actual time spent in performing repair work or the additional work at the applicable overtime rate.

SECTION 4. Longevity Pay

<u>Effective 2004-2005:</u>	<u>2005-2006:</u>	<u>2006-2007:</u>	<u>2007-2008:</u>
<u>5 + Years \$ 520</u>	<u>\$540</u>	<u>\$570</u>	<u>\$600</u>
<u>9 + Years 730</u>	<u>760</u>	<u>800</u>	<u>840</u>
<u>14 + Years 940</u>	<u>980</u>	<u>1,030</u>	<u>1,080</u>
<u>20 + Years 1,050</u>	<u>1,100</u>	<u>1,150</u>	<u>1,200</u>

SECTION 5. Stipends

The Union recognizes the ability of the District to compensate bargaining unit members for special abilities, talents or additional responsibilities. Any unit member receiving this stipend shall have it increased by four and three-quarters (4.75%) percent rounded to the nearest ten dollars (\$10.00) on the first of July 2004, 2005, 2006 and 2007. The District shall provide a list of stipend unit members to the Union each July.

ARTICLE 21: HOLIDAYS

SECTION 1. Unit employees are guaranteed sixteen (16) holidays off with pay each contract year.

SECTION 2. The following days will comprise the sixteen (16) holidays:

Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Independence Day
Six (6) District designated holidays

SECTION 3. If any of the listed holidays falls on a Saturday or Sunday, the "holiday" will be observed on another day designated by the District.

SECTION 4. The District designated holidays will be established per the school calendar and the needs of the District by June 30th of each year, and the Union will be advised as to the designation of those days.

SECTION 5. If an employee is regularly scheduled to work on Saturday, his/her schedule shall be adjusted so that the employee receives no more and no less than the guaranteed sixteen (16) holidays off with pay each contract year.

SECTION 6. Part-time employees are entitled to the following holidays off with pay:

New Year's Day
Independence Day
Thanksgiving Day
Christmas Day

Part-time employees will not be required to work on the other holidays listed in Section 2 above, but will not be paid for that time.

ARTICLE 22: TUITION AID PLAN

SECTION 1. The District shall pay the full cost of sending unit members to job-related training programs, which are required by the Employer.

SECTION 2. Bargaining unit members shall be reimbursed for one hundred percent (100%) of the tuition costs for college course work up to the per credit rate of S.U.N.Y. New Paltz, upon producing satisfactory evidence of course completion with a grade of "B" or better. Tuition reimbursement shall be limited to six (6) credits per semester. To be entitled to this benefit, the course work taken must be approved in advance, by the Superintendent of Schools.

ARTICLE 23: TRAVEL

SECTION 1. The District shall designate the place at which the employee is required to report to work. This shall be deemed the employee's work location.

SECTION 2. Once the employee reports to work, as scheduled or as assigned by the District, any time spent subsequent thereto in traveling from one assignment to another or from the work location to another location shall be considered as time worked if the employee was directed by the District to do so.

SECTION 3. If an employee is directed by the District to spend time traveling on District business immediately prior to or after the employee's scheduled or assigned hours, such time shall be considered as time worked; however, this shall not apply to time spent by the employee in commuting from his/her home to the work location.

SECTION 4. If an employee is temporarily assigned to another work location, the time spent in traveling from the employee's usual work location to the temporary work location shall be considered as time worked; however, this shall not apply to time spent by the employee in commuting from his/her home to the work location.

SECTION 5. Travel time shall be paid for on the same basis as actual time worked.

SECTION 6. Once an employee reports to his/her work location, the employee will be reimbursed at the rate at the amount established by the Board of Education at the reorganization meeting per mile if the employee is directed by the Department Head to use the employee's personal vehicle for school district business or travel to another work site. Mileage will be calculated to and from the employee's work location.

SECTION 7. If an employee expends money for parking or tolls while on authorized school district business, the employee shall be reimbursed for same upon presentation of valid receipts.

SECTION 8. It is understood that an employee performing a building check is not entitled to mileage reimbursement.

ARTICLE 24: UNIFORMS

SECTION 1. Each fiscal year, the District will provide each unit member with five (5) summer shirts, five (5) winter shirts, and five (5) work pants. Snow gear will be available on location to be used by employee when designated by the Director of School Facilities & Operations. Rubber boots will be available on location for use other than snow removal by employees and when deemed appropriate by the Director of School Facilities & Operations. Effective July 1st, 2001, each year an employee will have the option of receiving a winter jacket or a thermal vest from the District.

SECTION 2. Once each year, one (1) complete uniform consisting of one (1) summer shirt, one (1) winter shirt plus one (1) pair of work pants may be traded for one (1) outside jacket. **An employee shall have the option of reimbursement of up to seventy-five dollars (\$75.00) per year in 2004-2005, eighty dollars (\$80.00) per year in 2005-2006, Eighty-five dollars (\$85.00) in 2006-2007, ninety dollars (\$90.00) per year in 2007-2008, toward the purchase of the outside jacket (Section 1) or winter jacket or thermal vest or coveralls (Section 2). An employee must work sixty (60) days to be entitled to this reimbursement.**

SECTION 3. Each unit employee will receive uniforms no later than September 30th of each year. Employees hired after November 15th shall receive their uniform within thirty (30) calendar days after date of employment. **District employees shall not be entitled to uniforms if they are on a leave of absence. Employees are expected to wear their uniforms at all times while on duty.**

SECTION 4. Effective July 1st, 2001, employees will be reimbursed up to one hundred dollars (\$100.00) per year for work **shoes**, provided the employee submits a proper receipt. **District employees shall not be entitled to work shoes if they are on a leave of absence.**

ARTICLE 25: TERMINATION OF SERVICE

SECTION 1. Should an employee's service be terminated for any reason, the school district will pay the employee for his/her unused vacation days on a pro-rated basis.

SECTION 2. An employee who resigns must give the District at least four (4) weeks notice of his/her intent to resign prior to the effective resignation date in order to be eligible to receive his/her unused vacation days in accordance with Section 1 above.

SECTION 3. Employees will receive four (4) weeks notice in the event of a lay-off. This provision does not apply to lay-off for disciplinary reasons.

SECTION 4. In the event of a lay off, employees will be laid off by order of inverse seniority, in the affected job title(s).

SECTION 5. An employee, who resigns or is terminated, must return all District owned materials including keys, pagers, radios, cellular phones, Nextel phones before receiving their final paycheck. If any of these items are not returned, (other than items which had been previously reported as lost or stolen), the cost of replacing the unreturned items may be deducted from the employees paycheck.

ARTICLE 26: SEPARATION BONUS

SECTION 1. Deleted, See Article 11, Section 5.

ARTICLE 27: DISCIPLINE

SECTION 1. Employees shall have the right to have a Union representative at any meeting, which could lead to discipline up to and including dismissal.

SECTION 2. Where the District imposes, or intends to impose discipline, it shall advise the employee of his/her right to have a Union representative, as witness or as an advisor, during such meeting(s).

SECTION 3. The employee and/or the Union may request, and receive a copy of any recordings of a disciplinary meeting or charges made against the employee

SECTION 4. Upon request and with reasonable notice, any employee shall have an opportunity to review and examine his/her personnel file. The District has the right to have such review and examination take place in the presence of a designated official. The District shall honor the request of any employee for one (1) copy, at the standard fee, of pertinent documents from his/her file. If any material is placed in one's personnel file, a copy of such material must be sent to the employee who may then file a written response of reasonable length to be attached and retained with the material in question in his/her personnel file. Such a response must be received in the District Office within thirty (30) calendar days of receipt of the material.

SECTION 5. All bargaining unit members who are permanently appointed to their positions (excluding probationary, provisional and temporary employees) shall not be subject to disciplinary action, unless the employer has a reasonable basis for the discipline. However, the parties agree that a letter of reprimand may be written by the employer and grieved to the highest internal stage of the grievance procedure, but shall not be subject to arbitration under the grievance/arbitration provision of this agreement. The employee shall have the right to attach a written response to any letter or reprimand which is placed in his/her personnel file. Notwithstanding the above, all bargaining unit members hired on or after ratification of this Agreement in non-competitive and labor class positions who are permanently appointed to their positions for a period of two (2) consecutive years (excluding probationary, provisional and temporary employees) shall not be subject to disciplinary action, unless the employer has a reasonable basis for the discipline.

SECTION 6. Pursuant to the provisions of this Article, which shall supersede and be in lieu of any other rights to disciplinary proceedings provided for in statute, or which may be inferred by law, the employer may dismiss or suspend bargaining unit members without pay, subject to their rights, where applicable, to file for arbitration before one of the following arbitrators, who shall be subject to removal from this panel at the demand of either of the parties.

1. Herbert Haber

2. Jonathan Liebowitz

3. David Stein

SECTION 7. The Arbitrator shall be selected upon the basis of first availability, and to the extent practicable, on a rotating basis. If none of the above are available, the parties shall seek the appointment of an arbitrator through the expedited procedures of the American Arbitration Association's Labor Arbitration Panel. The arbitrator, upon finding disciplinary action to be unreasonable, shall have the power to affix some other discipline or decide that no discipline should have been imposed.

SECTION 8. In the event that the discipline imposed by the Employer exceeds that determined by the arbitrator, the back pay, which shall be due to the employee, shall be subject to an offset for unemployment insurance and substitute earnings, if any.

SECTION 9. In the event that the Employer imposes a discipline of dismissal or suspension without pay in excess of three (3) months, any grievance to enforce the rights provided for in this Article must be filed at the arbitration state of Article 28 of this Agreement, in writing, within ten (10) calendar days of the imposition of the discipline by the Employer. In the event that the discipline imposed calls for less than three (3) month suspension without pay, a grievance, pursuant to the provisions of this Article may be filed by following the regular procedures of Article 28 of this Agreement.

ARTICLE 28: GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS:

EMPLOYER: New Paltz Central School District

EMPLOYEE / GRIEVANT: Any unit employee as defined in Article 1.

GRIEVANCE: Defined as any violation, misinterpretation, or an inequitable application of a specific provision of this Agreement, excluding all matters otherwise reviewable at law by either a court or an administrative agency.

TIME LIMITS: No grievance may be brought more than thirty (30) calendar days after the occurrence of the act or condition upon which it is based or after the grievant knew or should have known of said act or condition. Any grievance brought after more than the specified number of days shall be deemed to be waived, barred and outside of the grievance procedure. The failure to initiate a grievance within this time limit, or the failure to process a grievance to the next step of the grievance procedure within the time limits set forth, shall constitute a waiver of such grievance, and the grievance shall not be processed through the grievance procedure thereafter. Notwithstanding the above, the time limits for processing disciplinary grievances shall be a set forth as in Article 27, Section 9.

GRIEVANCE FORMAT: All grievances at each stage of this procedure, must state the following:

- the specific contract clause alleged to have been violated;
- the name or names of the aggrieved employees;
- a statement outlining when the District allegedly violated the Collective Bargaining Agreement, in what manner, and what management employees were involved;
- the remedy or redress sought.

Grievances shall be processed on forms mutually agreed to.

GENERAL:

- The exclusive remedy for disagreements that arise under this Contract concerning its application or interpretation shall be the grievance procedure set forth below.
- Time limits may only be extended by mutual written agreement of the parties;
- If the District fails to respond within the contractual time limits to the Union or its representatives, or if the Union receives no response from the

District, then it may pursue the grievance to the next step in the grievance procedure.

PART B - STAGES

STAGE 1: The Union must present the grievance in writing to the immediate Supervisor within thirty (30) calendar days after the occurrence of the act or condition upon which the grievance is based, or within thirty (30) calendar days after the grievant knew, or should have known, of the act or condition upon which the grievance is based for possible resolution. The Supervisor shall meet with the appropriate Union representative within seven (7) calendar days of submission of the grievance and render a written decision with seven (7) calendar days thereafter.

STAGE 2: Within fourteen (14) calendar days of the disposition of the grievance at Stage 1, the Union representative may appeal the decision in writing, to the Superintendent or his or her designee, who will hold a hearing fourteen (14) calendar days after receipt of the grievance. The Superintendent may be the spokesperson at such a hearing. The Administrator will respond, in writing, to the Union within fourteen (14) calendar days after the hearing.

STAGE 3: If the Union is dissatisfied with the response at Stage 2, it may submit the grievance to the Board of Education within fourteen (14) calendar days following receipt of the decision at Stage 2. This shall be accomplished by sending the grievance and the District's response to the Clerk of the Board, with copies to the Superintendent of Schools. The Board shall hold a hearing within twenty-one (21) calendar days after receipt of the grievance and a written decision shall be rendered within fourteen (14) calendar days of the hearing.

STAGE 4: The Union, shall file the Demand to Arbitrate before one of the arbitrators listed in Article 27, Section 6, pursuant to the process described in that Article at Sections 6 & 7.

The arbitrator shall be without power of authority to make any decision that requires the commission of any act prohibited by law or which is a violation of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement; provided, however, that the arbitrators powers in a disciplinary case shall be governed by the provisions of Article 27, Sections 7 & 8.

The cost of the services of the arbitrator will be divided equally between the District and the Union.

The decision of the arbitrator shall be final and binding on the parties.

ARTICLE 29: CONFORMITY TO LAW

SECTION 1. In the event that any Article or portion of this contract is declared invalid or illegal, by any court of competent jurisdiction or by any rule and regulation or law of a Federal, State or Municipal agency, only the Article or portion of this contract found invalid or illegal shall be invalidated and the rest of the provisions of this contract shall remain in full force and effect.

ARTICLE 30: NEGOTIATIONS

SECTION 1. The parties agree that all negotiable items have been discussed during the negotiations leading up to this Agreement and that negotiations will not be reopened on any item whether contained in this Agreement or not, during the life of this Agreement unless both parties mutually agree.

ARTICLE 31: LEGISLATIVE AUTHORITY

SECTION 1. 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 32: COUNTY STATE OF EMERGENCY DAYS


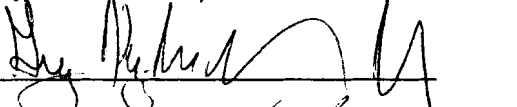
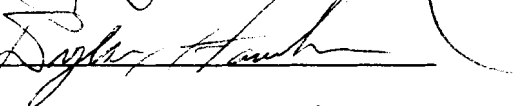

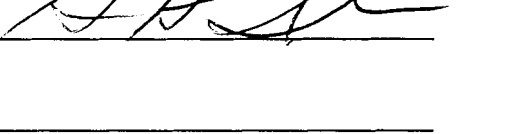
SECTION 1. On days that employees are prohibited from driving on Ulster County roads due to a County declared State of Emergency, employees are not expected to report to work and will not receive a reduction in pay for not attending work that day.

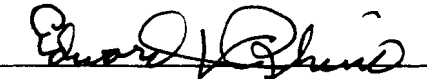
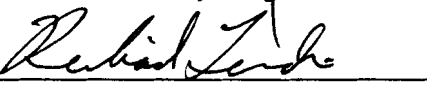


ARTICLE 33: DURATION OF AGREEMENT

SECTION 1. This Agreement shall be effective as of July 1, 2004 and shall continue in effect until and through June 30, 2008.

**FOR THE COMMUNICATIONS
WORKERS OF AMERICA,
AFL-CIO:**

**FOR THE NEW PALTZ
CENTRAL SCHOOL
DISTRICT:**

DATE EXECUTED:

2/22/05

EXHIBIT A
COMMUNICATIONS WORKERS OF AMERICA, LOCAL # 1103
REQUEST FOR PAYROLL DEDUCTION

(PRINT LAST NAME) (LEGAL FIRST NAME / MIDDLE INITIAL)

(SOCIAL SECURITY #) (DATE OF HIRE) (DATE OF BIRTH)

(JOB TITLE) (SCHOOL NAME/BUILDING/WORK PHONE/EXT#)

ACADEMIC SCHOOL YEAR ONLY YES () NO ()

TO THE EMPLOYER:

I authorize the Employer, effective as soon as practicable, to deduct from wages or sickness benefits:

CHECK EITHER:

MEMBER () My membership dues in such amount and in such installments as may be certified by CWA and an initiation fee of \$5.00, which has been approved by the membership of Local 1103, shall be deducted from my pay simultaneously with the initial dues deduction provided for by this authorization. I hereby designate CWA as my bargaining representative and agree to abide by the Union's Constitution and Bylaws.

NON MEMBER () An amount equal to the regular periodic dues paid by members of CWA.

If, for any reason other than unauthorized absence, there are insufficient wages or sickness benefits due me for any week for which a deduction is authorized, I authorize the Employer to make such deduction from my wages or sickness benefits as soon as possible thereafter, it being understood that if there are insufficient wages or sickness benefits for five (5) or more consecutive deduction weeks, there will be no make up of the missed deductions for such period.

I further authorize the Employer to pay, in my behalf, the amounts so deducted to the CWA. This authorization shall continue in effect until revoked by written notice from the CWA or me to the Employer on written notice to CWA or until termination of my employment or transfer out of the bargaining unit or the beginning of a leave of absence or more than one (1) month duration. In the event I revoke this authorization, the Employer will discontinue the above authorization payroll deduction effective as soon as practicable. This authorization shall constitute a revocation of any previous authorization.

I agree that in complying herewith the Employer assumes no responsibility to me for the consequences of any failure to make these authorized deductions or mistakes in connection therewith, and that neither the Employer nor any of its officers, agents, or employees shall in any way be held liable or responsible for any loss resulting from acts of said Union or its officers or agents.

DATE SIGNED SIGNATURE OF EMPLOYEE

HOME ADDRESS (STREET & NUMBER, TOWN/CITY, STATE, ZIP CODE)

HOME TELEPHONE # (W/AREA CODE)