



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Piseco Common School District and Piseco Elementary School Faculty Association (2001)**

Employer Name: **Piseco Common School District**

Union: **Piseco Elementary School Faculty Association**

Local:

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

Expiration Date: **06/30/02**

PERB ID Number: **8571**

Unit Size: **2**

Number of Pages: **12**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

SP
T/A

8571_06302002

Piseco Common School District And
Piseco Common School Faculty Assn

AGREEMENT

Between
The Board of Trustees of

PISECO COMMON SCHOOL
and the
PISECO ELEMENTARY SCHOOL FACULTY ASSOCIATION

✓ July 1, 2001
To
✓ June 30, 2002

RECEIVED

AUG 29 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

ARTICLE 1: RECOGNITION

In accordance with the provision of the Public Employees Fair Employment Act, the Piseco Common School District recognizes the Piseco Elementary School Faculty Association as the exclusive bargaining agent for the teachers in said unit, except the superintendent.

ARTICLE 2: NEGOTIATION PROCEDURE

The Piseco Common School District Board of Trustees or designated representative(s) of the Board will meet with the representatives designated by the Faculty Association for the purpose of discussing and reaching mutually satisfactory agreements.

Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. In any given school year, such request shall be made on or before February 5. The first meeting shall be for the purpose of setting ground rules and submission of initial proposals. All issues proposed for discussion shall be submitted in writing by the Faculty Association and the Board or their designated representatives. Additional proposed items may be submitted at subsequent meetings.

Following the initial meeting, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s).

When majority consensus is reached covering the areas of discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Faculty Association and the Board of Trustees for approval.

✓ ARTICLE 3: DURATION

The provisions of this agreement shall be effective on July 1, 2001 and shall expire on June 30, 2002.

ARTICLE 4: CONDITIONS OF EMPLOYMENT

School Calendar – The school calendar shall consist of a maximum of 184 days of teacher attendance. Emergency days may be taken at the Board's discretion. If there are unused emergency days remaining in the school calendar, the superintendent and Board will meet to decide whether to add them to the Memorial Day holiday or delete them from the end of the school year. Faculty input will be considered prior to making this decision.

Required Attendance – Teachers are expected to attend the following school activities: Open House, Holiday Concert, Spring Concert, Graduation, and School Picnic. Absence from these activities must be approved by the superintendent.

Staff Development Days – Teachers are encouraged to submit alternative plans for Staff Development Days if the scheduled agenda is not pertinent to their teaching area. These may

include, but are not limited to, program visitations, in-services and/or conferences. Approval for these plans rests with the superintendent.

✓ **School Day** – The teacher workday shall be 8:00 a.m. to 3:30 p.m. Monday through Thursday, and 8:00 a.m. to 2:00 p.m. on Fridays. The last period of the day 2:30 until 3:30 is intended as an activity period devoted but not limited to chorus, band, academic intervention services, supervised homework, project completion. If requested, teachers must be available for one hour following the regular school day for the purposes of conducting faculty meetings. Teachers, with superintendent's approval, will be permitted to leave the school premises for no longer than 35 minutes during duty free time. If leaving early at the end of the day, this time may be extended with the superintendent's approval. A log must be maintained documenting each occurrence of early leave. Said log will be submitted to the Board of Trustees at its monthly meeting.

✱ ✓ **Duty Schedule** – When the operating needs of the district require it, the superintendent will, at his discretion, assign the following duties: Bus supervision, recess supervision. Main bulletin board display one month of the school year.

Teacher Assignments – Each teacher will be allotted at least 200 minutes, duty free, planning time per week. All attempts will be made to schedule one (1) hour per week of shared planning time for those teachers who are team-teaching or are involved in cross-class activities.

Staff Structure – Barring major changes in current conditions, or any major change affecting our school, the Board of Trustees intends to maintain the present staff structure.

ARTICLE 5: PERSONNEL FILES

The official district teacher personnel file shall be maintained in the district office. All material relating to the employment of the teacher shall be kept in such file and shall be available, upon written request, to the teacher for examination at the convenience of the teacher and office staff.

No adverse material shall be placed in the personnel file of any teacher unless said teacher has first had an opportunity to review and respond to such material if so desired, and to affix his/her signature thereto, as an acknowledgement of such review.

The teacher shall have the right to respond in writing to any material filed and such response shall become a permanent part of the teacher's folder.

Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his/her personnel file.

All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. Any written report of said monitoring shall be signed by the teacher prior to being placed in the teacher's personnel file.

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, transferred, terminated or otherwise deprived of any professional advantage without just cause. In no case shall this be done so publicly unless so requested by the teacher. The operation of this clause will in no way diminish the rights of the Board of Trustees to grant or deny tenure as provided under Education Law.

ARTICLE 6: LEAVES OF ABSENCE

Sick Leave – Paid sick leave shall accumulate at the rate of 10 days per school year. Credit for sick leave is given at the beginning of each school year or at the time employment begins, if that is later. Unused sick leave shall accumulate to a maximum of 180 days. After three consecutive sick days, a teacher may be required to submit a written statement from a physician affirming that ill health necessitates the absence.

Personal Leave – A maximum of five (5) days leave for personal business shall be granted annually. These should be scheduled with at least two weeks notice to the Superintendent except in an emergency. These days cannot be used to extend a school vacation period.

✓ **Bereavement Leave** – Five (5) days of bereavement leave shall be granted for the death of a member of the immediate family (grandparent, parent, spouse, sibling, or child) or member of household. This may be extended using personal days by up to two additional days.

Jury Duty – Teachers will be granted the time necessary for the performance of jury duty without loss of pay. If teachers are paid by the county for such services, they shall reimburse the District the daily jury rate for each school day of leave.

Family Care Leave – Following a written request, the Board of Trustees shall, at its discretion, grant up to two years family care leave to the members of the bargaining unit. "Family" is defined as child, spouse, or parent. Family Care Leave shall be unpaid. If such a leave exceeds 50 percent of any work year, the teacher will not receive a salary step increase. During such leave, the teacher may continue to participate in the District's health insurance plan by paying his/her own insurance costs. A teacher on Family Care Leave may return to work prior to the scheduled termination of leave, subject to the discretion of the superintendent and the approval of the Board. Upon return to the District, the teacher shall be assigned to the same position which he/she held at the time the leave commenced, or if that position is no longer in existence, to an equivalent position.

Maternity Leave – A teacher who is pregnant shall be entitled, upon request, to a maternity leave to begin at any time after the commencement of her pregnancy. Said teacher shall notify the superintendent, in writing, of her desire to take such a leave and except in the case of an emergency, shall give such notice at least 60 days prior to the date on which her leave is to begin. Upon specific request of the Board of Trustees, she shall submit a physician's statement certifying her pregnancy.

A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly carry out her teaching responsibilities.

Upon her return to the District, the teacher shall be assigned to the same position which she held at the time the leave commenced, or if that position is no longer in existence, to an equivalent position.

The Board shall continue to pay health insurance benefits for teachers on maternity leave for a period of two months. If the leave extends beyond that time, then the teacher may continue to participate in the District's health plan by paying her own insurance costs.

The District may require a physician's statement attesting to the period of any disability claimed as a result of pregnancy and during such period of disability the teacher shall, at her option, be entitled to the use of any accrued sick and/or personal leave.

Leave of Absence – At the discretion of the superintendent, a teacher may be granted a leave of absence not to exceed one full school year. Applications for a leave of absence shall be filed with the Board of Trustees, in writing, on or before January 1 preceding the school year for which the leave is desired. Such leave of absence shall be without compensation. The teacher may continue to participate in the District's health plan by paying his/her own insurance costs. The teacher requesting such leave will retain tenure and be permitted to return to the same position, but will not receive credit for the year of leave and will exclude any increment on the salary schedule.

Sabbatical – After 10 full years of service in the District, a teacher may be granted sabbatical leave not to exceed one school year. The purpose of the sabbatical leave must be to improve skills directly related to the requesting teacher's employment responsibilities, and approval or disapproval will be based on this criteria.

An application, in writing, must be submitted to the Board of Trustees not later than January 1 preceding the school year in which the leave is to be taken. This application must include a statement of benefits to accrue to the District.

Salary during the period of leave shall be one-half the appropriate annual salary. No compensation for travel expenses will be paid. The teacher may continue to participate in the District's health plan by paying his/her own insurance costs.

The requesting teacher must agree, in writing, to return to the school system and perform teaching duties for not less than two school years after the expiration of the leave. If for any reason the teacher leaves prior to the end of the two-year period, money paid during the term of the sabbatical will be refunded to the District with interest.

ARTICLE 7: COMPENSATION

Salary Schedule – Salary, as set forth in the attached salary agreement, shall be the basic teaching salary for the duration of the agreement and shall not include remuneration for extra-curricular activities and/or responsibilities.

✓ Teachers with additional responsibilities (i.e. Head Teacher) shall receive a salary to be determined annually by the Board of Trustees. An agreement between said teacher and the Board of Trustees, pertinent to this salary, shall be written under separate cover. Increases will be calculated at the same increase as contracted salary.

Employment of Retirees - With respect to the employment of retirees who are members of the New York State Teachers Retirement System it is the intent of the District to prevent the retiree from exceeding the salary cap imposed by the Retirement and Social Security regulations. To do so would jeopardize the retirement benefits of the retiree. Therefore, they will be compensated

according to the following; The per diem rate for the remainder of the current calendar year would be determined by dividing the difference between the amount earned between January 1, 2001 and June 30, 2001 and the retiree salary cap (\$18,500) and then multiplying that amount by the number of school days remaining in the calendar year. The amount so determined would be paid in equal bi-weekly installments.

The per diem rate for the ensuing calendar year will be determined by dividing the retirees salary cap for the calendar year 2002 by 180 days and then multiplying that amount by the number of days remaining in the school year. The amount so determined would be paid in equal bi-weekly installments.

Such working retirees shall have the same number of sick leave, personal leave, bereavement and maternity leave days as other members of the bargaining unit. A "day" shall be equivalent to the same number of hours that the employee customarily works.

Tuition Reimbursement – The District will reimburse up to \$100 per credit hour of all course work directly related to the obtainment of an initial Master's Degree and permanent certification. Requests for reimbursement must be accompanied by a transcript of grades and a statement indicating tuition moneys paid. There will be no salary credit given commensurate with accrued credits and/or degrees.

Professional Development – An amount of \$500 per year shall be available to each teacher for Board approved continuing education including, but not limited to, conference attendance, inservice education, and course work not covered under tuition reimbursement.

Extra-Curricular Compensation – Compensation for curriculum writing, tutoring, or other school related programs or projects that have been Board approved shall be compensated at the rate of \$25 per hour.

Travel Allowance – Mileage compensation shall be at the rate of \$.25 per mile.

ARTICLE 8: HEALTH INSURANCE

Beginning July 1, 1998 premiums for the BlueCross/BlueShield of Utica-Watertown or subsequent plan as approved by the Board of Trustees shall be with the following teacher co-payment obligation: Single Plan Rate Coverage – 1 ½ percent of gross salary

Family Plan Rate Coverage– 3 percent of gross salary

Teachers retiring directly into the New York State Teachers Retirement System after 10 consecutive years of service will have paid health insurance for both retiree and spouse.

Surviving spouses have the option to continue said coverage by paying his/her own premiums. All other District Employees will contribute at the same rate effective July 1, 1999. Retirees are exempt.

Any unit member of the who chooses to waive health insurance coverage will be eligible for a yearly stipend of \$800. To be eligible for this yearly stipend the member must demonstrate that they have health insurance coverage under another plan.

Any eligible member desiring to exercise this option must notify the Superintendent in writing on or before June 1 of each school year immediately preceding the school year in which the waiver will be effective.

Any member who has waived health insurance and subsequently elects to have coverage reinstated shall notify the Superintendent in writing. The employer shall make an immediate request to the carrier for reinstatement. Reinstatement shall be at the sole discretion of the carrier. The unit member shall reimburse the Board on a pro-rated basis from the time of reinstatement (\$66.67 for each month of coverage provided).

The unit member's co-payment obligation shall also be pro-rated (1/12 of annual contribution for each month of coverage provided).

ARTICLE 9: GRIEVANCES

The purpose of this procedure is to provide a means for orderly settlement of grievances of teachers in an informal manner whenever possible and otherwise by formal proceedings as stated below. The resolution of a grievance as early as possible is desirable.

Definitions:

- A. A grievant shall mean any teacher, group of teachers, or the Faculty Association who allege(s) a grievance.
- B. Parties of interest shall mean the Piseco Elementary Faculty Association and any party named in a grievance who is not the aggrieved party.
- C. A grievance is a claim by any employee or group of employees based on any event or condition affecting their welfare and/or terms of employment including but not limited to any violation, misinterpretation, or misapplication of State Law, Commissioner of Education regulation, rules, policies, procedures, and practices of the Board of Trustees and administration.
- D. Days shall mean working days, when teachers are expected to be in attendance.

Basic Principles:

- A. Before submission of a written grievance, the aggrieved party or the Association will attempt to resolve it informally.
- B. An aggrieved party and parties in interest shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- C. All grievance hearings and discussions shall be confidential, but a written copy of the grievance and the final determination and/or resolution of a grievance may be pre-

mented by the Association to its members and by the District to members and agents of the Board of Trustees.

- D. An aggrieved party may be accompanied by and/or represented at any stage of the grievance procedure only by authorized representatives of the Association.
- E. Each party in interest shall have access at reasonable times to all written statements and records pertaining to the grievance and shall have the right to participate fully in any hearing concerning the grievance.
- F. The aggrieved party and the Association shall have the right at all stages of grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her behalf, and to be furnished with a copy of any minutes or a tape recording of the proceedings made at each and every stage of this grievance procedure.
- G. During the grievance procedure the teacher, the Association, and the District shall be precluded from engaging in discussions of the grievance or its circumstances with anyone not directly involved in the process.
- H. All documents, communications and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
- I. If a response is not communicated to an aggrieved party and the Association within the time limits herein established or otherwise mutually agreed to by the Association and the District, the grievance may be appealed to the next stage of the grievance procedure.
- J. No teacher shall suffer loss of pay or leave as a consequence of his/her participation in the grievance procedure.
- K. A grievance shall be submitted in writing at the administrative stage of this procedure within 45 days of the time the aggrieved party knew or should reasonably have known of the event(s) or condition(s) from which the grievance arose.

Complaint Stage:

The aggrieved party and/or representatives of the Association shall orally present the grievance to the superintendent who shall informally discuss the grievance with the aggrieved party and/or representative of the Association in private. If such a grievance is not satisfactorily resolved at this informal stage, the aggrieved party and/or Association may proceed to the following stage.

Administrator Stage:

If the matter is not resolved informally, the grievance shall be reduced to writing and presented to the superintendent. The superintendent shall meet with the aggrieved party and any parties in interest within ten days of receipt of the written grievance to fully discuss the matter. Within 10 days of such meeting, the superintendent shall render a decision in writing to the aggrieved party and the President of the Association.

Board Stage:

If the superintendent's decision is not satisfactory, the grievance may be appealed in writing to the Board of Trustees within 15 days of receipt of the decision. Within twenty days of receipt of the appeal, the Board shall hold a hearing with the aggrieved party and any parties in interest. Within ten days after the hearing, the Board shall render a decision in writing to the aggrieved party and to the President of the Association.

Arbitration Stage:

If the aggrieved party and/or Association is not satisfied with the decision at the Board Stage, and the Association determines that the grievance is meritorious, the Association may submit the grievance to the American Arbitration Association by serving a Demand for Arbitration upon the Board within 20 days of receipt of the Board's decision.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues. The arbitrator shall be without power or authority to make any decision, which requires commission of any act prohibited by law or which violates any terms of this agreement. The decision of the arbitrator will be final and binding on all parties.

The cost of the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expenses, will be shared equally by the Board and the Association.

ARTICLE 10: AGREEMENT

The Board of Trustees, Piseco Common School and the Piseco Elementary Faculty Association, Piseco Common School hereby adopt this agreement to be in effect for the 2001-2002 school year.

✓ Date: July 10, 2001

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year first written above.

PISECO COMMON SCHOOL
TOWN OF ARIETTA
HAMILTON COUNTY, NEW YORK

Piseco Common School Board Trustees

PISECO ELEMENTARY SCHOOL FACULTY ASSOCIATION
PISECO COMMON SCHOOL
PISECO, NEW YORK

Piseco Elementary School Faculty Association Members

Piseco Common School District Salary Schedule
2000-2001

Step	BS	BS+30	MS
1	30,700	31,300	31,850
2	31,450	32,050	32,625
3	32,200	32,800	33,400
4	32,950	33,550	34,175
5	33,700	34,300	34,950
6	34,450	35,050	35,725
7	35,200	35,800	36,500
8	35,950	36,850	37,775
9	36,700	37,300	38,550
10	37,450	38,050	39,325
11	38,200	38,800	40,100
12	38,950	39,550	40,875
13	39,700	40,300	41,650
14	40,450	41,050	42,425
15	41,200	41,800	43,200
16	41,950	42,550	43,975
17	42,700	43,300	44,750
18	43,450	44,050	45,525
19	44,200	44,800	47,025
20	44,950	45,550	48,525
25	49,950	55,550	53,525
30	54,950	55,350	58,525

Stipend for Head Teacher \$5000

6/4/91

BS	BS + 30	MA/MIS
1 ... 31,980	32,600	33,290
2 ... 32,730	33,350	34,465
3 ... 33,480	34,100	35,240
4 ... 34,230	34,850	36,015
5 ... 34,980	35,600	36,790
6 ... 35,730	36,350	37,565
7 ... 36,480	37,100	38,340
8 ... 37,230	37,850	39,115
9 ... 37,980	38,600	39,890
10 ... 38,730	39,350	40,665
11 ... 39,480	40,100	41,440
12 ... 40,230	40,850	42,215
13 ... 40,980	41,600	42,990
14 ... 41,730	42,350	43,765
15 ... 42,480	43,100	44,540
16 ... 43,230	43,850	45,315
17 ... 43,980	44,600	46,090
18 ... 44,730	45,350	46,865
19 ... 45,480	46,100	50,365 + 1500
20 ... 46,230	46,850	51,865 + 1500
25 ... 51,230	51,850	52,865 + 5000
30 ... 56,230	56,850	61,865 + 5000
750 Incr 1-20	750 Incr 1-20	775 Incr 1-18

STEP 10 IN EACH COLUMN INCREASED BY 3.41% AND THEN INCREMENTED UPWARD AND DOWNWARD