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Contract Database Metadata Elements

Title: **Rocky Point School District and School-Related Personnel Association, NYSUT (1998)**

Employer Name: **Rocky Point School District**

Union: **School-Related Personnel Association, NYSUT**

Local:

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Rocky Point Ufsd And Rocky Point
School Related Persnl

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CONTRACT
SCHOOL-RELATED PERSONNEL ASSOCIATION
AND
ROCKY POINT PUBLIC SCHOOLS

7/1/98 - 6/30/01

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

JUN 21 1999

EXECUTIVE DIRECTOR

CONTRACT

BETWEEN

SCHOOL-RELATED PERSONNEL ASSOCIATION, NYSUT

AND

**ROCKY POINT PUBLIC SCHOOLS
UNION FREE SCHOOL DISTRICT #9**

JULY 1, 1998 – JUNE 30, 2001

*115
employees*

ARTICLE I: RECOGNITION

A. The Rocky Point School District (the "District") recognizes the School-Related Personnel Association (the "Association") as the sole and exclusive representative of the employees defined in subparagraph (b) hereof in accordance with the provision of the Civil Service Law of the State of New York for the term of this contract. The parties agree that the Association shall have unchallenged representation status for the same period.

B. Whenever used in this agreement, the term "employee" or "employees" shall mean employees appointed to the position of custodian, groundskeeper, guard, bus driver, food service worker, lead food service worker, teacher aide, school monitor, clerk typist, senior clerk typist, stenographer, senior stenographer, principal stenographer, principal account clerk, account clerk, senior account clerk, clerk, switchboard operator, auto mechanic, matron, school communications coordinator, and registered nurse.

C. Excluded from the bargaining unit are all employees of the District employed in job titles not hereinabove set forth, together with all employees that the District shall designate as confidential employees. These exclusions include, but are not limited to, the Secretary to the Superintendent, the Personnel Secretary in the Superintendent's Office, the Secretary to the Assistant Superintendent, the Payroll Clerk, and the Accountant in the Business Office. The parties expressly agree the aforesaid "designation" excluding certain employees from the bargaining unit shall be exercised in the sole discretion of the District and shall not require the District to file a Petition with the Public Employment Relations Board pursuant to Section 214 of the Public Employment Relations Act. Also excluded from the bargaining unit are all employees of the District appointed to one of the aforesaid positions but who are employed for fifteen (15) or less hours per week.

D. As per New York State Department of Civil Service guidelines, part-time employees are defined as working twenty (20) hours or less each week. Part-time employees will not be entitled to receive health insurance benefits except as stated in Article XIV Section C.

E. Part-time employees will be entitled to receive all other fringe benefits as stated in this agreement on a prorated basis.

ARTICLE II: DUES DEDUCTION

A. The District shall deduct from the wages of employees and remit to the Association regular membership dues for those employees who sign authorizations permitting such payroll deductions. Between May 15th and June 15th of each year of the Agreement, an employee may revoke his/her dues deduction authorization by submitting a revocation in writing to the District Business Office.

ARTICLE III: AGENCY FEE

A. Pursuant to the passage of legislation requiring the implementation of an Agency Shop Fee, the District does hereby agree that no later than the second pay period after the effective date of employment, each employee who is not a member of the Association will pay to the collective bargaining agent each pay period a service charge toward the administration of this agreement and the representation of such employee, provided, however, that each employee will have available to him/her membership in the

Association on the same terms and conditions as are available to every other member of the Association. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and biweekly dues for each pay period thereafter in an amount equal to the regular and usual biweekly dues. The District shall deduct such fee in the same manner as the membership dues are deducted. The amount collected through the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used toward expenditures by the organization in and for activities or causes of political or ideological nature only incidentally related to terms and conditions of employment.

B. Any employee from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with organizational appeal procedures contained in a separate Association document governing such appeals. The Association has submitted to the District, pursuant to law, a procedure providing for the processing of demands, by members of the bargaining unit, for the return of that portion of the agency fee deduction, if any, which represents the employee's pro-rata share of expenditures by the Association in aid of activities or causes only incidentally related to negotiation of terms and/or conditions of employment. The Association represents that the aforementioned procedure shall not be changed contrary to law.

C. The Association will supply, upon the request of the District, the names of those Association members who are to have the agency fee deducted from their salary.

D. The Association shall indemnify the District on account of any recovery or refund obtained by such nonmember of the Association against the District pursuant to this section.

ARTICLE IV: ASSOCIATION RIGHTS

A. Use of Building

The Association shall be permitted to use District Buildings for its meetings pursuant to Board policy.

B. Bulletin Boards

The Association shall have the right to post notices and communications on a bulletin board provided for that purpose and maintained on the District's premises, provided, however, that nothing herein shall be intended to permit posting of notices and/or communication which are derogatory to the District.

C. Contracts

Contracts will be printed at District expense and a copy given to each current and future employee. The Association will be given an additional twenty-five (25) copies.

D. Union Released Time

The Association President or his/her designee may request the equivalent of up to four (4) paid work days per year to attend to Association business. Written requests shall be made by the Association President for use of said days to the Superintendent of Schools on at least twenty-four (24) hours' notice when possible.

E. Notification of New Employees

Upon written request by the Association, the District will provide a list of all newly hired employees.

ARTICLE V: GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the Board of Education and the Association that all grievances shall be resolved informally at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be a precedent in a later grievance proceeding.

B. Definition

The term "grievance" shall mean any claimed violation of an express provision of this contract.

C. Procedure to be Followed

All grievances shall be processed in the following manner:

First Step

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. If not satisfactorily resolved within five (5) school days, the aggrieved party may submit a written statement of his or her position to the designated administrator with copies sent to the chief school administrator. An employee who claims to have a grievance shall present the grievance to his or her supervisor or principal, as the case may be, within thirty (30) days after the grievance occurs. Any grievance not presented within thirty (30) days after the event or events on which the grievance is based, is known, or should reasonably have been known by the aggrieved parties shall be deemed to have been waived.

If a satisfactory written response is not received to the written grievance within ten (10) school days, a formal grievance will be submitted on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of the Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance occurred, and (if known) the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

Second Step

The chief school administrator or his/her designated representative shall, upon request, confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved party a written statement of his or her decision with respect to it no later than ten (10) days after it is received by him or her. In the event the Association or the Board is not satisfied with the statement of the other with respect to a grievance, it may within fifteen (15) days after receiving the statement refer the grievance to arbitration, in accordance with the rules and regulations of the American Arbitration Association. The unsuccessful party shall bear the cost of the arbitration.

Third Step: Advisory Arbitration

The decision of the arbitrator shall be advisory only.

The Board of Education retains full authority and discretion to accept or reject the decision of the arbitrator within forty-five (45) days of its receipt thereof and shall thereafter serve a copy of its decision on the Association by mail.

The arbitrator shall limit his/her decision strictly to the claimed violation of the express provisions of the Agreement submitted to him/her, and the arbitrator shall be without power or authority to make any recommended decision:

1. contrary to, or inconsistent with, or modifying, violating, or varying in any way, the terms and provisions of this Agreement;
2. overruling the exercise of the Board's or Superintendent's discretion under the terms and provisions of this Agreement.

ARTICLE VI: LEAVES

A. Personal Leave

Ten (10) month employees will receive two personal leave days per year. Twelve (12) month employees will receive three personal leave days per year; both will be credited each July 1. Absences with pay will be allowed for transactions involving legal matters and for matters which cannot be transacted after normal school hours but which require the attendance of the Unit member. A Unit member shall be required at least forty-eight (48) business hours in advance of the intended use of personal leave to submit a request for such use in writing to the Office of the Superintendent of Schools. Approval of the intended use of personal leave shall be made in the sole discretion of the Superintendent, except that the Unit member need not give a reason for use of one of his/her credited personal leave days, each year. Any unused balance at the end of the school year will be credited to sick leave.

B. Death in Family

Up to five days will be granted for a death in the immediate family. The immediate family includes husband, wife, son, daughter, sister, brother, father, mother, mother-in-law, father-in-law, son-in-law, or daughter-in-law. Two days will be granted in the event of the death of a grandparent, spouse's grandparents, aunt, uncle, or spouse's brother or sister. The Administration may consider other special cases.

C. Sick Leave

1. Sick leave is defined as leave for personal illness or illness in the family that requires the employee's presence at home.
2. All twelve (12) month, full-time Unit members will receive twelve (12) sick days per year credited each July 1 of this Agreement, and all ten (10) month, full-time Unit members will receive ten (10) sick days per year credited each July 1 of this Agreement, each cumulative to two hundred fifty (250) days. In all cases of absence, a written report on a form supplied by the District Office (Appendix A) must be filed with the Business Office upon return to work. Notwithstanding any other provision of this Agreement, the District reserves the right to require the submission of proof of the reason for the absence, which may be in the form of a note from the District's physician, for an employee whose absence is for five (5) consecutive days. The Superintendent may determine that it is in the best interest of the District to require a note from the District's physician or affidavit from an employee whose absences are not for five (5) or more consecutive days but are chronic.
3. All part-time twelve (12) month and part-time ten (10) month Unit members will accrue sick leave on a prorated basis.

D. Jury Duty

Unit members summoned for jury duty shall not be considered absent. Wages shall be paid as required by law. The Unit member shall retain any mileage fees paid.

E. Child Care Leave

1. A leave of absence shall be granted without pay for up to two years for child care. Such leave must be taken in one-year increments.

2. A Unit member will not accrue any fringe benefits during a child care leave.

3. Any Unit member returning to work from child care leave retains previous seniority and is entitled to the salary and benefits insured by the current contract.

4. Sick leave may be utilized for pre- and post-partem disability related to the birth of a child.

F. Other Extended Leaves of Absence

Other leaves of absence may be granted upon recommendation of the Superintendent of Schools and approval of the Board of Education.

ARTICLE VII: VACATION

A. full-time, 12-month	1-3 years of employment	0 working days
clerical employees &	4-9 years of employment	7 working days
School Communications	10 yrs. or more of employment	13 working days
Coordinator		

B. full-time, 12-month	1-3 years of employment	10 working days
custodial employees	4-9 years of employment	15 working days
	10 yrs. or more of employment	20 working days

C. Ten (10) month employees do not earn paid vacations.

D. A new employee who is entitled to vacation will not be granted such until he or she has completed sixty (60) days of employment. After working for a total of six (6) consecutive months, including the sixty (60) days, a new employee may be advanced up to one (1) week's vacation borrowed from the following year. Vacation time the following year will be diminished by the amount of time taken in the first year.

E. After working for twelve (12) consecutive months, vacation time will be prorated based on the number of months worked. Employees will be credited for 1/12th of their ten (10) days' vacation for each month that they work in the first year of their employment.

F. For the life of this Agreement (July 1, 1998, through June 30, 2001), all schools will be closed during normal recess periods.

G. In Year 1 of this Agreement (July 1, 1998, through June 30, 1999), all clerical employees and the school communications coordinator may take vacation time at their discretion with the approval of their immediate supervisor. In Years 2 and 3 of this Agreement (July 1, 1999, through June 30, 2001), all clerical employees and the school communications coordinator must take vacation time during July and August. The only exceptions to this provision will be at the discretion of the Superintendent of Schools

with prior written approval.

H. All custodial employees entitled to vacation days may annually be reimbursed for up to 100% of their accrued vacation time.

I. Vacation days do not accumulate from year to year without the express written consent of the Superintendent of Schools.

ARTICLE VIII: WORK YEAR

A. The work year for all ten (10) month clerical employees shall begin September 1 and end June 30.

B. All ten (10) month non-clerical employees will work the same days as the teachers work.

C. All twelve (12) month clerical employees and the School Communications Coordinator will not be required to work during school recess periods when school is not in session.

D. The work day for full-time twelve (12) month clerical employees during the months of July and August shall be 8 a.m. to 1 p.m., excluding lunch and including one (1) fifteen (15) minute break.

E. When a holiday listed in this Agreement falls on a Saturday, another day will be granted contingent on school not being in session for other reasons on that day and upon the mutual agreement of the parties.

List of Holidays

New Year's Eve	Labor Day	Holy Thursday
New Year's Day	Rosh Hashanah	Good Friday
M. L. King Jr.'s Birthday	Yom Kippur	Memorial Day
Presidents' Day	Columbus Day	Independence Day
Thanksgiving	Christmas Eve	Day after Thanksgiving
Veterans' Day	Christmas Day	

F. Other recognized religious holidays may be granted at the discretion of the Superintendent of Schools.

ARTICLE IX: SNOW/EMERGENCY DAYS

A. When school is closed for snow/emergency days, employees will not be required to work if the teaching staff and administrative staff are not required to work. This shall not be applicable to the custodial staff, who must work until their supervisor determines the work is completed. A method of notification will be developed between the parties.

ARTICLE X: VACANCIES, PROMOTIONS, TRANSFERS, EVALUATIONS

A. All openings for vacancies will be posted. All applications must be submitted within one week after the announcement of the vacancies.

B. Promotions shall be only those recognized by the Suffolk County Department of Civil Service.

C. A yearly evaluation of all Unit members by their immediate supervisors will be made prior to May 1 of each year.

D. Unit members will be notified by salary agreement of their employment status for the following year by May 1 of each year.

E. All employees of the School-Related Personnel Association who achieve an upgrade of title according to Civil Service guidelines will be granted a \$2,000. annual salary increase.

ARTICLE XI: WORK DAY/WORK WEEK

A. The work day for all full-time employees shall be as follows:

Guards, Clerical Workers,
and Custodians

8 hours with two (2) fifteen (15) minute
breaks and a forty-five (45) minute lunch
period

Teacher Aides and Nurses

7½ hours with two (2) fifteen (15) minute
breaks and a forty-five (45) minute lunch
period

Lead Food Service Workers

7 hours with one (1) fifteen (15) minute break
and a forty-five (45) minute lunch period

Bus Drivers

6½ hours

School Communications
Coordinator

Such hours and at such times as are required
to carry out the duties of such position as the
Superintendent of Schools shall direct without
additional compensation

B. Any Unit member who starts his or her work day at 2 p.m. or later will be eligible for night differential pay.

C. Unit members who qualify for night differential shall be paid at a rate of ten percent (10%) of their base wages times the number of hours worked during times qualifying for such differential.

D. Unit members will be required to punch in and out on District time clocks upon arrival and departure from work.

ARTICLE XII: OVERTIME

A. Work in excess of forty (40) hours per week shall be compensated by wages paid at the rate of time and one half, or by compensatory time off. Compensatory time, at the time and one half rate, must be taken within the fiscal year in which such compensatory time was earned, or be scheduled by the

employee with the consent and approval of the Superintendent of Schools.

B. Minimum overtime for employees recalled to work in emergency situations shall be two hours.

C. If employees are called in to work on a legal holiday listed above, the rate of pay will be time and one half plus a regular scheduled day's pay.

ARTICLE XIII: WORKSHOP/CONFERENCES

A. Employees will be paid if asked to attend workshops and/or conferences. They will be reimbursed for any expenses incurred.

ARTICLE XIV: INSURANCE

A. Health

1. The District will provide each full-time Unit member the right to participate in the Rocky Point Comprehensive Health Benefits Plan. The District shall pay premiums for family and individual coverage for the period beginning July 1, 1998, and ending June 30, 2001, not to exceed \$5,500.00.

2. When an employee retires, such retiree shall make the same contribution to the payment of health insurance premiums and receive the same coverage, if any, as active employed members of the School-Related Personnel Association (NYSUT Union) receive for family and individual coverage. The contribution to premiums and coverages may change from time to time as the contracts with active employed members are modified.

B. Health Insurance Waiver

A full-time employee may elect to waive health insurance and receive \$1,000.00 for individual coverage or \$2,500.00 for family coverage subject to the elimination of this benefit if the same is eliminated as a provision of the Rocky Point Comprehensive Health Benefits Plan. This provision is not applicable to part-time employees.

C. Health Insurance Coverage

Only part-time employees presently receiving health and dental insurance will continue to receive such benefits as are presently offered to full-time employees. All other part-time employees will not be eligible for such benefits.

ARTICLE XV: MILEAGE

A. Employees who are required to use their own vehicle for school business will be reimbursed the mileage rate set by the Internal Revenue Service.

ARTICLE XVI: ATTENDANCE REVIEW

A. Should an administrator be concerned with an employee's attendance record or punctuality, he/she shall take the following steps:

1. Send a note to the employee asking for a meeting to discuss the employee's attendance. The employee has the right to have an Association representative present at this meeting.

2. After a reasonable period of time, if the administrator still feels that the employee has abused sick leave and/or personal leave, the administrator shall cause a meeting to occur between the affected employee, his/her Association representative, and the Superintendent or his/her designee. The purpose for said meeting shall be to conduct a complete review of the employee's attendance record.

3. At the discretion of the Superintendent, following this meeting, a letter reviewing the discussion which took place at the meeting may be sent to the employee.

4. If after a reasonable period of time following this meeting the alleged problem persists, the administrator may cite his/her concerns in a written communique (letter or evaluation report to the employee) as well as initiate whatever action he/she deems appropriate, consistent with the terms of the contract and law, in order to correct the alleged problem. Such action may include verbal and/or written warning, reprimand, loss of wages, or suspension.

5. Nothing hereinabove set forth shall preclude the District from taking action in accordance with law.

ARTICLE XVII: ENTIRE AGREEMENT

A. This Agreement is the result of collective negotiations between the Board and the Association which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law). The provisions of this Agreement supersede all conflicting policies and directives of the Board and may be changed only through the mutual agreements of the Board and the Association. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

ARTICLE XVIII: NO STRIKE

A. The Board and the Association subscribe to the principles set forth in the Public Employees' Fair Employment Act that all disputes between the parties shall be resolved by peaceful and appropriate means without interruption of work.

B. The Association therefore agrees that there shall be no strikes, work stoppages, or other concerted refusals to perform work by the employees governed by this Agreement and agrees not to instigate or to participate in such a strike.

ARTICLE XIX: WAGES

A. During the first year of this Agreement, beginning July 1, 1998 and ending June 30, 1999, all employees will receive a three percent (3%) salary increase. During the second year of this Agreement, beginning July 1, 1999, and ending June 30, 2000, all employees will receive a two percent (2%) salary increase. During the third year of this Agreement, beginning July 1, 2000, and ending June 30, 2001, all employees will receive a two percent (2%) salary increase.

B. Minimum salaries for all competitive and noncompetitive job titles shall be as follows:

Competitive Titles:

Clerk Typist*	\$17,500
Clerk Typist	21,000

Senior Clerk Typist	\$24,500
Account Clerk	25,000
Principal Account Clerk	28,000
Senior Steno	26,500
Principal Steno	29,500
School Communications Coordinator	45,000

Non-Competitive Titles:

School Nurse*	\$28,000
Custodial Worker I	23,500
Head Custodian	32,000
Auto Mechanic III	28,000
Teacher Aide*	13,000
Lead Food Service Worker*	17,000
District Bus Driver*	13,000

* = ten (10) month employee; all others are twelve (12) month employees

Part-time Hourly Positions:

Food Service Worker	\$6.76/hour
Guard	\$6.76/hour
Custodial Worker/Groundskeeper	\$6.76/hour
Monitor	\$6.76/hour
Clerk/Typist	\$7.00/hour
Teacher Aide	\$6.76/hour

C. A ten (10) month, full-time employee's salary will be calculated as 10/12 of the twelve (12) month employee's salary in the same title.

D. Ten (10) month employees have the option of twenty-one (21) or twenty-six (26) paychecks per year.

E. Longevity Benefits

1. During the second and third years of this Agreement (July 1, 1999, through June 30, 2001) the following longevity benefits will be paid to full-time Association employees:

10-14 years	=	\$450
15-19 years	=	\$500
20 years	=	\$550
or more		

2. Such longevity benefits will be paid no later than the last pay period in June of the fiscal year in which such longevity was earned.

3. All longevity benefits are separate payments and are excluded from the employee's yearly base salary.

ARTICLE XX: LAYOFF AND RECALL

A. A seniority list will be mutually developed between the employer and Association. Layoffs and recalls will be based on such seniority list.

ARTICLE XXI: LABOR MANAGEMENT COMMITTEE

A. Two representatives of the Association designated by the President and two (2) administrators designated by the District shall periodically meet at a mutually scheduled time to discuss matters of mutual concern.

ARTICLE XXII: RETIREMENT BENEFIT

A. Employees who are 55 or older who elect to retire during the fiscal year shall receive a per-diem cash payment of (1/2) of accumulated sick leave, such leave capped at two hundred fifty (250) days plus two hundred dollars (\$200) for each year of active service in the district.

B. The option to retire must be exercised in writing before March 1 in the year an employee plans to retire.

ARTICLE XXIII: UNIFORMS

A. All custodians, maintenance workers, and guards will be provided with three (3) shirts, three (3) pairs of trousers, and one (1) jacket. All food service workers will be provided with three (3) smocks per year. Uniforms must be maintained and cleaned by the employees.

ARTICLE XXIV: RETIREMENT ELECTIVE

A. Unit members in Tiers I and II who are currently covered by 75(C) of the New State Employees Retirement System may change to 75(I) of the retirement system at no cost to the District.

B. There shall be no increase in administrative cost or contribution by the employer.

ARTICLE XXV: APPROVAL

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.

NEGOTIATING REPRESENTATIVES OF THE
ROCKY POINT SCHOOL-RELATED PERSONNEL
ASSOCIATION, NYSUT

Virginia Kuzloski 2/22/99
Virginia Kuzloski Date

AnnaMarie Nemes 2/22/99
AnnaMarie Nemes Date

NEGOTIATING REPRESENTATIVES OF THE
ROCKY POINT UNION FREE SCHOOL DISTRICT

Robert de Zorzi 2/22/99
Robert de Zorzi Date

Michael A. Matera Feb. 22, 1999
Michael A. Matera Date

Stephen T. Donohue Feb. 22, 1999
Stephen T. Donohue Date