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Title: **Jefferson Central School District and Jefferson Educational Support Personnel Association (JESP) (1996)**

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Jefferson Central School District And
Jefferson Educational Support Perso

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AGREEMENT

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

JAN 30 1998

EXECUTIVE DIRECTOR

between the

**JEFFERSON CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**JEFFERSON EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

July 1, 1996 through June 30, 1999

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ARTICLE I - PREAMBLE

In order to put into effect the provisions of Chapter 392 of the Laws of 1967 of the Public Employees' Fair Employment Act, to encourage harmonious working relationships between the Jefferson Central School Board of Education (hereafter referred to as the "Board") and the Jefferson Education Support Personnel Association (hereafter referred to as the J.E.S.P.), this Agreement is made and entered into between the Board and the J.E.S.P.

ARTICLE II - RECOGNITION

The Board of Education of the Jefferson Central School District hereby recognizes the Jefferson Educational Support Personnel Association as the exclusive representative of a bargaining unit composed of all licensed teaching assistants and non-instructional support staff personnel except the confidential secretary to the Superintendent, the guidance secretary, the District treasurer, the assistant to the District treasurer, and substitute employees temporarily filling the position of a permanent non-instructional employee. Such exclusive representation status will continue until the J.E.S.P. is successfully challenged pursuant to Section 201 of the Rules and Regulations of the Public Employment Relations Board.

ARTICLE III - GENERAL PROVISIONS

Section 1 -

No employee will be disciplined or discharged except for just cause.

Section 2 -

The employer agrees not to diminish or impair any benefit or privilege provided by law, rule, regulation, or past practice during the term of this Agreement without negotiation with the Association.

Section 3 -

In the event of a change in any statute which would amend or modify any provision of the Agreement, or other terms and conditions of employment, the parties hereby agree to meet for the purpose of negotiating those provisions affected by said change.

Section 4 -

The term of this Agreement shall be from July 1, 1996 to June 30, 1999.

Section 5 -

Pursuant to Section 204-a of the Public Employees Fair Employment Act, 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 as given approval.

Section 6 -

Except by mutual agreement, the Board and Association must have their first meeting for negotiations not later than March 15 of the year in which the Contract expires.

Section 7 -

Nothing shall appear in the newspapers until impasse or settlement is reached.

Section 8 -

All bus drivers should be 19A qualified and will be paid the following when attending required refresher courses.

Local - two (2) hours at ten dollars (\$10) per session. The Board of Education shall pay for the CDL portion of a drivers license for all full-time bus drivers or full-time positions that require a CDL License..

If the course is held during regular work hours of any employee, that employee will not be eligible for extra pay.

During the regular school year, any driver that takes a run during a weekend, holiday, or during a school vacation will receive an additional fifty cents (\$.50) per hour stipend. Bus drivers that take extra-curricular runs that stop for students to eat, or long runs (for example, New York City) shall be reimbursed for receipted meals at the following rate:

Breakfast	five dollars (\$5.00)
Lunch	eight dollars (\$8.00)
Dinner	ten dollars (\$10.00)

Section 9 -

Each cafeteria staff shall receive seventy-five dollars (\$75) per year for shoes. Shoes for the cafeteria staff shall be provided from the cafeteria budget.

Each maintenance and custodian/cleaner shall be provided with two (2) red shirts with their name and Jefferson Central School on each. Shirts shall be replaced by the administration as needed and must be worn while the employee is working.

ARTICLE IV - LEAVES OF ABSENCE

Section 1 -

Sick leave will be granted as follows:

Twelve (12) month employees - fifteen (15) days per year accumulate to one hundred thirty-five (135) days.

Ten (10) month employees - twelve (12) days per year accumulate to one hundred ten (110) days.

Three (3) Family Sickness days are inclusive in the twelve (12) and fifteen (15) days sick leave.

If an employee has at least ten (10) years of consecutive service, then upon death or termination of employment (other than for cause), the employee or his/her beneficiary shall be paid in cash an amount equal to one-half (1/2) of his/her accumulated hours of sick leave up to a maximum of one-half (1/2) of one hundred ten (110) days for a twelve (12) month employee or a maximum of one-half (1/2) of ninety (90) days for a ten (10) month employee at his/her basic hourly or daily rate at

the time of separation.

Subject to the approval of the Board of Education and upon written notification to the employer ninety (90) days in advance, an employee shall be allowed to take a leave of absence without pay or other economic benefit for a period of up to two (2) years. Upon return to duty, all rights and privileges accumulated at the time of the leave will be restored to the employee. The employee must notify the District, in writing, of their intent to return at least sixty (60) days prior to the end of the leave. If said leave is less than one (1) year, thirty (30) days written notice of intent to return is required.

Section 2 -

Unit members may also apply for leave under the Family Medical Leave Act.

Section 3 -

Personnel will be granted three (3) bereavement days for death in the family (wife, husband, children, parents of self or spouse, brother or sister). If more days are required, they may be granted by the employer and deducted from sick days.

Section 4 -

Vacation shall be granted with pay to twelve (12) month employees according to the following schedule, upon completion of the number of years specified, based on the employee's anniversary date of employment.

One (1) year of service	five (5) days
Two (2) years of service	ten (10) days
Five (5) years of service	fifteen (15) days
Ten (10) years of service	twenty (20) days

Section 5 -

All twelve (12) month employees shall be granted the following holidays with pay:

New Year's Day (January 1)
Martin Luther King Jr. Day
President's Day
Good Friday (when school is not in session)
Memorial Day
Independence Day
Labor Day
Veteran's Day (on November 11 for custodians/cleaners or any other day as determined as mutually agreeable by the Superintendent and the custodians/cleaners)
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day (December 31)

If a holiday falls on a Saturday, the preceding Friday will be observed. If a holiday falls on a Sunday, the following Monday will be observed.

Section 6 -

There shall be five (5) personal days leave each year for all employees (unused personal leave shall be converted to sick leave). Such personal leave must be requested forty-eight (48) hours in advance, in writing, on an approval form. Except in a case of emergency or at the Superintendent's discretion, failure to notify the District may result in loss of pay.

Section 7 -

Custodians/cleaners will work on all days except the above legal holidays, Saturdays, and Sundays, and personal vacation days.

Teacher aides will work on the same days the teachers are assigned to be in school.

Bus drivers and cafeteria personnel will work on all days that students are expected to be in school.

If necessary, drivers and cafeteria personnel will be required to work when school is not in session.

Section 8 -

The Jefferson Educational Support Personnel Association shall receive five (5) unpaid Association days for its representatives to attend conferences, conventions, Lobby Day, and other meetings of NEA/NY or NEA.

ARTICLE V - SALARIES

General Provisions

Section 1 -

Extra Curricular driving shall be done by regular drivers of Jefferson Education Support Personnel or regular substitute drivers of the non-teaching unit except in the cases of emergency. The rate of pay of regular drivers of the Jefferson Educational Support Personnel Association is:

\$7.91 per hour for the 1996-97 school year
\$8.07 per hour for the 1997-98 school year
\$8.23 per hour for the 1998-99 school year

BOCES Run will be paid at a flat rate of:

\$11.73 for the 1996-97 school year
\$11.96 for the 1997-98 school year
\$12.20 for the 1998-99 school year

Section 2 -

Custodians/cleaners will receive one (1) week's advance notice of unscheduled activities or a change of date for a scheduled activity.

Section 3 -

The Jefferson Central School cafeteria staff shall, if scheduled, work four (4) banquets per year.

Fall Sports Banquet, Winter Sports Banquet, Spring Sports Banquet and the Honor Society Banquet. The Jefferson Central School cafeteria staff shall be compensated at a rate of nine dollars (\$9) per hour for the preparation, serving and cleanup (kitchen) of the above mentioned banquets. The Jefferson Central School cafeteria workers shall work the Honor Society Banquet at no charge. If other banquets are requested, the cafeteria staff shall be compensated at the rate of nine dollars (\$9) per hour. There shall be a maximum of three (3) Jefferson cafeteria staff for each banquet. The staff shall be chosen by the Cafeteria Manager and approved by the Board of Education. Only Jefferson Central School cafeteria workers shall work the banquets.

Salary

Section 1 -

Base salaries for the life of this Contract shall be:

	1996-97	1997-98	1998-99
Bus Drivers	\$3,244	\$3,309	\$3,375
Aides	\$6,120	\$6,242	\$6,367
Cooks	\$5,610	\$5,722	\$5,836
Cleaner	\$8,752	\$8,927	\$9,106

Section 2 -

All present bargaining unit members shall have their base salaries increased by:

- Four percent (4%) for the 1996-97 school year
- Four percent (4%) for the 1997-98 school year
- Four percent (4%) for the 1998-99 school year

Plus benefits on their salaries.

Longevities

All longevities listed below shall be cumulative.

	5 Years Beginning 6th Year	10 Years Beginning 11th Year	15 Years Beginning 16th Year
Head Custodian	+200	+200	+300
Custodian/Cleaner/Driver	+175	+175	+200
Full-Time Custodian/Cleaner	+175	+175	+200
Aides (Full-Time)	+100	+100	+150
Cook-Manager	+125	+125	+150
Cook	+125	+125	+150
Cook-Helper	+75	+75	+100
Cashier	+75	+75	+100
Bus Driver (40 hours)	+125	+125	+200
Bus Drivers	+100	+100	+150
Nurse	+200	+200	+300

In each case this would mean that at the end of each longevity Step the person involved would

receive the accumulated amount shown in addition to the negotiated raise for the particular year. If they did not earn a service increment (longevity), they would receive the negotiated raise only. This figure is not to be figured in as part of the negotiated raise, but added on.

Examples:

Head Custodian starting year six (6) will receive a \$200 longevity
Head Custodian starting year eleven (11) will receive \$200 + \$200 = \$400 longevity
Head Custodian starting year sixteen (16) will receive \$300 + \$200 + \$200 = \$700 longevity

ARTICLE VI - BENEFITS

Section 1 -

The employer will provide to the employees individual/dependent coverage hospitalization plan. Individual coverage one hundred percent (100%), dependent plan eighty percent (80%) for ten (10) month and eleven (11) month employees; one hundred percent (100%) for twelve (12) month employees.

Health insurance for retirees will be provided at the same dollar amount the employer was paying, when they notified the District of their intent to retire. To be eligible for retiree's health insurance an employee must have worked at the Jefferson Central School District for at least ten (10) consecutive years prior to retirement.

For all new non-instructional ten (10) month employees employed in and after the 1996-97 school year, the following health benefit plan will be enacted:

First year of employment	one hundred percent (100%) individual fifty percent (50%) family
Second year of employment	one hundred percent (100%) individual seventy-five percent (75%) family
Third year of employment	one hundred percent (100%) individual eighty percent (80%) family

For all new non-instructional twelve (12) month employees in and after the 1996-97 school year, the following health benefit plan will be enacted:

First year of employment	one hundred percent (100%) individual fifty percent (50%) family
Second year of employment	one hundred percent (100%) individual seventy-five percent (75%) family
Third year of employment	one hundred percent (100%) individual one hundred percent (100%) family

Dental Insurance

The Board of Education will provide individual dental insurance, Prime Blue 1, 2, 3, 4 or comparable coverage and will pay one hundred percent (100%) of the cost for said insurance. If an employee desires family dental coverage, he/she will pay the full cost of adding his/her family to

the Plan.

If the Otsego-Northern Catskills BOCES starts a Dental Plan that is equal to or better than the present Plan (Prime Blue 1, 2, 3, 4) the parties agree to open this Section of the Contract for negotiations.

Section 2 -

Unemployment compensation shall be available to all employees when there is no work for them.

Section 3 -

The employer shall subscribe to and participate as a covered employer under the State Disability Insurance Law at no cost to the employee.

Section 4 -

Any employee working more than the allocated hours per week for his/her job title shall be compensated for the additional time at one and one-half (1 1/2) times his/her regular hourly rate of pay. Any overtime must be approved in writing, in advance by the Superintendent or the employee's department head.

Section 5 -

Bargaining unit members will be allowed a twelve (12) month paycheck option effective July 1, 1990.

Section 6 -

A full three (3) part Cafeteria Plan (IRS - 125) shall be adopted by the District with the cost being equally divided by the parties. The Third Party Administrator and Plan language shall be mutually agreed to by the parties and language thereto shall be incorporated into the Agreement.

Section 7 -

Any employee called for Jury Duty shall be paid their normal rate of pay by the District while serving on Jury Duty with no loss of time. The employee shall reimburse the District any remuneration, less mileage and meal allowance, received for Jury Duty. The employee shall notify the District daily regarding attendance requirements.

ARTICLE VII - LABOR/MANAGEMENT COMMITTEE

Section 1 -

The Labor/Management Committee shall consist of two (2) representatives from the District and two (2) representatives from the union. The Committee shall meet whenever deemed necessary by either the employer or the union, but not less frequently than once per semester, to discuss and review matters of concern to the union or the employer. The Committee shall convene within five (5) working days after the issuance of a written notice from one party to the other that it wishes to have a Committee meeting.

Section 2 -

The purpose of the Committee shall be to discuss specific issues which may arise either under or outside the Contract, in an attempt to either resolve problems and/or find effective resolutions by the parties.

Section 3 -

The Committee's recommendations shall be advisory only, and shall not be binding upon either party. Nothing said in the Committee meetings may be used in evidence in any Court action, administrative proceeding, arbitration, or any similar proceeding, whether between the employer and the union or any unit members.

ARTICLE VIII - GRIEVANCE PROCEDURE

Step 1 -

Employee meets informally with his/her immediate supervisor to resolve problem. If an agreement is reached, a written memorandum agreed to by both parties will be drafted. If there is no agreement, the employee, within three (3) days, will reduce his/her concern to writing and resubmit.

Step 2 -

Employee will submit his/her grievance to the administrator in charge. The administrator will review the grievance and respond. This response will be within ten (10) days and will be in writing. The employee will receive this response. If an agreement is reached, the contents of the response will be enacted immediately. If there is no agreement, an appeal memorandum will be drafted by the employee within three (3) days and will be submitted to the administrator.

Step 3 -

Upon receipt of the appeal memorandum, the administrator will, within ten (10) days assign a hearing officer to meet with both parties and review both sides of the issue. The hearing officer will render a decision within five (5) days. If there is agreement, the contents of the response will be immediately enacted. If there is no agreement, an appeal memorandum will be drafted by the employee within three (3) days and will be submitted to the Clerk of the Board of Education.

Step 4 -

Both sides of the issue will be presented to the Board. The Board, within five (5) days will render a decision. The decision of the Board will be final.

ARTICLE IX - EVALUATION OF UNIT MEMBERS

Section 1 -

Employees of the School District shall have a reasonable expectation of continued employment and regular advancement on the salary schedule so long as their service is competent, efficient and satisfactory.

Section 2 -

Employees will be evaluated within the scope of their job title or job description.

Section 3 -

After such an observation and evaluation, a written copy of the evaluation will be provided to the employee in a timely fashion. The employee may request a follow-up conference to discuss the evaluation. The form used in the evaluation will be at the option of the Superintendent.

Section 4 -

The employee must sign any evaluation only to prove that he/she has seen it before it is placed in his/her personnel file.

Section 5 -

If the employee disagrees with the evaluation, he/she may attach a rebuttal to it which will then be attached to the evaluation and placed in the employee's personnel file.

Section 6 -

If the evaluator is critical of the employee's performance he/she must be specific and make suggestions as to how the employee may improve his/her performance in a developmental way.

Section 7 -

Each employee will be evaluated at the discretion of the Superintendent.

Section 8 -

Any discipline or denial of financial advantage shall be based on these evaluations.

ARTICLE X - DURATION OF AGREEMENT

All provisions of this Contract between the Jefferson Central School District (the Board) and the Jefferson Educational Support Personnel (the Association) shall be retroactive to July 1, 1996.

This Agreement shall be effective as of July 1, 1996, and shall continue in effect through June 30, 1999.

FOR THE ASSOCIATION

FOR THE BOARD

BY: Ralph D. Larson
President
Jefferson ESP Association

BY: Edward J. Ryan
Superintendent
Jefferson Central School

5/28/97
Date

5-28-97
Date

APPENDIX A

Drug and Alcohol Language

A Committee shall be formed to develop Drug and Alcohol language for the Contract. Said Committee shall be composed of two (2) members of the Association or their representatives and two (2) members of the Administration or Board of Education.