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Title: **New Paltz Central School District and New Paltz Educational Support Staff (2003)**

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Union: **New Paltz Educational Support Staff**

Local:

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ORIGINAL

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AGREEMENT

between

NEW PALTZ CENTRAL SCHOOL DISTRICT

and

NEW PALTZ EDUCATIONAL SUPPORT STAFF

JULY 1, 2003 - JUNE 30, 2007

RECEIVED

MAR 21 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I.

RECOGNITION CLAUSE/WORKING YEAR

1. The District hereby recognizes the New Paltz Educational Support Staff as the exclusive bargaining representative of the following positions: all full-time and part-time monitors, teachers aides, teacher aides (special education), teacher aides (office) and library clerks. It is understood that such need may come and, depending upon the nature of the assignment, extend into the Summer.

2. Unit employees will be on duty in schools according to the school calendar adopted by the Board of Education. Effective July 1, 2003, the work year shall consist of a minimum of 180 actual work days. Snow days and give-back days will not be paid days and will not be counted toward the 180 actual work days. Early dismissals and delayed openings will count toward the 180 actual work days. If employees are requested to work on a snow day when school is not in session or work more than 180 actual work days, the employee will be paid his or her regular daily rate for each day worked beyond 180. The length of a unit member's work day shall not be affected by scheduled delayed openings or early dismissals. All full-time unit members may be required to work on District-wide conference days which will count toward the 180 actual work days. The District will either assign the entire unit to work on a conference day or no unit members will be assigned on these days.

ARTICLE II.

WORKING CONDITIONS

1. The building principal or the principal's designee shall determine when the students are to be supervised outdoors and when they are to be supervised indoors.

2. It is expected that there will not be outdoor activities for students requiring aide or monitor supervision when inappropriate weather conditions exist as judged by the building principal.

3. All unit employees working five (5) or more hours per day shall be provided with a fifteen (15) minute duty-free break per day.

ARTICLE III.

DEFINITION OF FULL-TIME AND PART-TIME

1. A **full-time** unit employee is one who works thirty (30) or more hours per week as a monitor, teacher aides, teacher aides (special education), teacher aides (office) and library clerk.

2. A **part-time** unit employee is one who works less than thirty (30) hours per week as a monitor, teacher aides, teacher aides (special education), teacher aides (office) and library clerk.

ARTICLE IV. ASSOCIATION RIGHTS

1. The District will provide bulletin board space in each school for the posting of official Association notices or bulletins. Such material must deal with the proper and legitimate business of the Association. 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.

2. The District will provide the Association with an agenda before each Board meeting. Additionally, a list of appointments to positions covered by this unit will be sent to the Association as soon as possible following the Board meeting in which the appointments took place.

ARTICLE V. EMPLOYEE PERSONNEL FILE

Upon request, and with reasonable notice, an employee shall have the 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. With the exception of personal references received as a part of one's application for employment, any material placed in one's personnel file must be initialed by the employee indicating that they have seen it, and 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. Such a response must be received in the District Office within thirty (30) calendar days of receipt of the material.

ARTICLE VI. EMERGENCY CLOSINGS

1. An emergency closing is defined as a scheduled school day that is canceled by the Superintendent of Schools, and/or his/her designee, due to hazardous weather conditions or other emergency reasons.

2. Unit members will not be paid for declared emergency closing or “give-back” days.

ARTICLE VII. EDUCATIONAL IN-SERVICE TRAINING

The District shall notify unit members of conferences, institutes, workshops and training programs judged appropriate and related to their employment responsibilities. Employees may

apply for authorization to attend such events. If so authorized, they shall do so at the District's expense, suffering no loss of pay or accumulated leave. If the in-service training goes beyond or is outside the normal workday, members may apply for a stipend which may be granted at the discretion of the Superintendent.

ARTICLE VIII. PERSONAL BUSINESS LEAVE

1. Employees may be granted two (2) business leave days a year with pay at the discretion of the Superintendent of Schools.

2. Requests for business 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 must be acknowledged by the employee's immediate supervisor.

3. Business leave shall be used only for business that cannot be done outside of the regular work day or work week, such as:

- a. legal needs,
- b. family needs,
- c. personal needs.

4. Personal days not used will be credited to accumulated sick leave.

ARTICLE IX. SICK LEAVE

1. Employees will be granted sick leave on the basis of fifteen (15) days per year for ten-month employees, being accrued at the rate of 1.25 days per month. Sick leave days may be accumulated, up to 180 days in total.

Notwithstanding the above, all unit employees hired after July 1, 1992, shall accrue sick leave at the rate of one (1) day per month worked. However, all new employees shall receive three (3) sick days at the beginning of their first year of employment and accrue the remaining seven (7) days of sick leave at the rate of one (1) per month, commencing with their fourth month of employment.

2. Part-time employees shall be granted five (5) sick days per year, at the beginning of September of each school year.

3. 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.

4. 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. 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.

5. All accumulated sick leave will be recorded.

6. Employees who retire from the District, and who, at the time of their retirement, are eligible to retire and draw retirement benefits under the regulations of the New York State Employee's Retirement System or the Social Security System, shall be paid twenty-five dollars (\$25.00) per day for each day of unused, accumulated sick leave, up to the maximum accumulation set forth in Section 1, above.

7. Workers' Compensation

Advance salary reimbursement payments shall be received by the District, whereupon sick leave days shall be reinstated to the employee's credit on a pro-rata basis utilizing the value the per diem reimbursement bears when measured against the employee's per diem.

ARTICLE X. FAMILY LEAVE

In the event of severe illness in an employee's family, said employee will be granted a family leave of up to five (5) days, exclusive of weekends and holidays, with pay, if he/she has unused incidental personal sick leave days. Immediate family is defined as the employee's spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchild or significant other residing in the household. If the employee does not have accumulated sick days, family leave may be granted at the discretion of the Superintendent.

If additional family leave days are requested, they may be granted without pay by the Superintendent of Schools.

ARTICLE XI. BEREAVEMENT LEAVE

In the event of a death in the employee's family, said employee may take up to five (5) days, exclusive of weekends and holidays, bereavement leave with pay. Immediate family is defined as the employee's spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchild or significant other residing in the household.

Additional time may be granted at the discretion of the Superintendent of Schools.

ARTICLE XII. RETIREMENT BENEFIT

Upon retirement only, each full-time employee will be paid \$25.00 for each unused cumulative sick day, to a maximum of one hundred eighty (180) days. It is also understood that to be eligible for such benefit, the employee must be eligible for retirement in accordance with the regulations of the New York State Retirement System.

ARTICLE XIII. VACANCIES

Notice of vacancies within the unit will be forwarded to the President and posted within each building. Available information regarding the position will be attached including, where possible, an application deadline.

ARTICLE XIV. SENIORITY

If lay-offs become necessary, the District will employ a seniority system utilizing the inverse order of seniority. There will be a separate seniority system for full-time unit members from that of part-time unit members. However, full-time unit members affected by the abolition of positions may bump into part-time service regardless of the relative seniority of any part-time unit member. Full-time unit members will retain their current seniority date if they become a part-time employee due to layoffs. Seniority date will be the effective date of employment as approved by the Board of Education. Substitute time will not count toward seniority. Seniority for part-time employees will be years of continuous service with the District. Seniority for full-time employees will be the date of full-time status regardless of part-time years. In the event of a tie in seniority, the individual with the lower Social Security number will be given seniority. For competitive class employees, seniority will be in accordance with Ulster County Personnel Rules.

If a full-time position is abolished and there is a vacant full-time position, the employee with the abolished job will be placed in the vacant position. If there are no vacant full-time positions available, then the full-time employee will initiate the bumping process.

The seniority list as assigned by the Association President and the District is accepted as the current seniority list for all support staff hired before the date of the signing of this Contract. The Association President and the District will sign-off on the seniority list annually, prior to posting any future jobs.

ARTICLE XV.

JURY DUTY

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.

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

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

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.

5. 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.

6. 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 XVI.

LEAVE OF ABSENCE

An 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 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 or else the employee 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. An 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.

ARTICLE XVII.

HEALTH INSURANCE

The District may participate in the Dutchess Health Insurance Cooperative Alternative Plan or an equivalent plan with full-time employees and retirees contributing 5% towards the cost of individual coverage and 15% towards the cost of family coverage. Part-time employees may participate in the District's health insurance plan by paying the entire premium cost without any District contribution if the plan above allows for such participation.

ARTICLE XVIII. DENTAL PROGRAM

Effective September 1, 2000 the District shall annually appropriate an amount equal to \$450.00 per full-time unit member employed on September 1st of each school year to be used for full-time bargaining unit members to participate in the NPUT Welfare Fund. Any cost beyond the District's appropriation shall be paid by each employee enrolled in the Fund. The District's contribution shall increase to \$700 in 2004-2005; \$800.00 in 2005-2006; and \$900.00 in 2006-07.

ARTICLE XIX. ATTENDANCE BONUS

Employees with perfect attendance for the fiscal year, July 1st through June 30th, shall receive a three hundred dollar (\$300.00) bonus, payable on or before July 30th. Persons with only one (1) day's absence during this period shall receive a two hundred dollar (\$200.00) bonus, payable on or before July 30th. The first year will be pro-rated. An employee who meets the requirements of the attendance bonus and donates sick time will still be entitled to the attendance bonus. Any employee who will not be employed with the District the following year is eligible for the attendance bonus in December.

ARTICLE XX. TUITION AID PLAN

The District shall pay for the full cost of sending unit members to job-related training programs which are required by the Employer. Bargaining unit members shall be reimbursed for 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 to be taken must be approved in advance by the Superintendent of Schools.

ARTICLE XXI. GRIEVANCE PROCEDURE

Section 1.

PART A - 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 by 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.

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 which 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 Association or its representatives, or if the Association 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 Association must present the grievances 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 grievance 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 Association representative within seven (7) calendar days of submission of the grievance and render a written decision within seven (7) calendar days thereafter.

STAGE 2:

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

STAGE 3:

If the Association 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 or his/her designee. 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 Association shall file the demand with the American Arbitration Association (AAA).

All demands for arbitration and all arbitrations shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.

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

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

ARTICLE XXII. SALARY

1. The salary schedule will be eliminated effective July 1, 2003. Base salaries will be increased by 0%, effective July 1, 2003; 7%, effective July 1, 2004; 7%, effective July 1, 2005; and 7%, effective July 1, 2006.

Part-time unit members employed before January 1, 2004, will receive a one-time, non-recurring bonus payment of \$600.00 after ratification. Full-time unit members (6 hours or more a day) employed before January 1, 2004 will receive a one-time, non-recurring bonus payment of \$1,600.00 after ratification.

Longevity payments will be increased by 0% in 2003-04; 7% in 2004-05; 7% in 2005-06; and 7% in 2006-07.

Part-time employees are not eligible to receive longevity.

2. Any substitute who has been serving in a position for 30 consecutive days and becomes appointed to that position shall receive the minimum new hire rate for that position beginning with the 31st day of work in that position.

ARTICLE XXIII. TAX SHELTERED ANNUITY

Unit Employees will be permitted to participate in a tax sheltered annuity program as currently provided by the District.

ARTICLE XXIV. CONFORMITY TO LAW

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law; however, all other provisions of this Agreement shall continue in full force and effect for the duration of the Contract.

ARTICLE XXV. NEGOTIATIONS

The parties agree that all negotiable items have been discussed during the negotiations leading up to this Agreement and that the 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 XXVI. DURATION OF AGREEMENT

This Agreement shall be in effect as of July 1, 2003 and shall continue in effect through June 30, 2007. This contract shall terminate as of June 30, 2007.

ON BEHALF OF THE NEW PALTZ EDUCATIONAL SUPPORT STAFF:

BY: *Armedette Kormz* DATED: *2-11-05*
PRESIDENT, NEW PALTZ EDUCATIONAL
SUPPORT STAFF

BY: *Denise A. Mantone* DATED: *2-11-05*
VICE-PRESIDENT, NEW PALTZ
EDUCATIONAL SUPPORT STAFF

ON BEHALF OF THE NEW PALTZ CENTRAL SCHOOL DISTRICT:

BY: *Edward E. Rhein* DATED: *2-11-05*
SUPERINTENDENT OF SCHOOLS
NEW PALTZ CENTRAL SCHOOL DISTRICT

BY: *Richard J. Lutz* DATED: *2-11-05*
ASSISTANT SUPERINTENDENT OF SCHOOLS
NEW PALTZ CENTRAL SCHOOL DISTRICT