



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](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Yorktown Central School District and Computer Technicians Chapter of the Yorktown Congress of Teachers (2004)**

Employer Name: **Yorktown Central School District**

Union: **Computer Technicians Chapter of the Yorktown Congress of Teachers**

Local:

Effective Date: **01/01/04**

Expiration Date: **06/30/07**

PERB ID Number: **9649**

Unit Size: **4**

Number of Pages: **18**

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/>

4 members

AGREEMENT

Between

BOARD OF EDUCATION OF  
YORKTOWN CENTRAL SCHOOL DISTRICT

and

COMPUTER TECHNICIANS CHAPTER OF THE  
YORKTOWN CONGRESS OF TEACHERS

January 1, 2004 - June 30, 2007

**RECEIVED**

MAR 19 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

## ARTICLE

## PAGE

I	Recognition -----	1
II	Negotiation Procedures For Successor Agreement-----	1
III	Grievance Procedure-----	2
IV	Salaries-----	5
V	Reimbursement for Clothing or Other Personal Property-----	5
	Notification of Continued Employment;	
VI	Notice of Vacancies and New Positions -----	6
VII	Layoff and Recall-----	6
VIII	Sick Leave-----	6
IX	Temporary Leaves of Absence-----	7
X	Extended Leaves of Absence-----	8
XI	Insurance Fund-----	9
XII	Nonworking Days -----	9
XIII	Work Schedule -----	10
XIV	Vacations -----	10
XV	Information to Computer Technician Including Retirement Provisions -----	10
XVI	Computer Technicians' File -----	11
XVII	Travel Allowance -----	12
XVIII	Time For Attending Union Workshops-----	12
XIX	Dues Deductions -----	12
XX	Duration of Agreement -----	14

## APPENDIX

	Designation and Payroll Deduction Authorization -----	15
--	---	----

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level II, or if no decision has been rendered within five school days after the presentation of his or her grievance, then within five school days thereafter he or she may file his or her grievance in writing with the Superintendent. Within five school days after such filing, the aggrieved party and the CTC-YCT Representative shall meet with the Superintendent or his/her designee in an effort to resolve the grievance. The Superintendent or his/her designee will inform the aggrieved party and the CTC-YCT president of his decision within five school days following the meeting.

#### Section V - Level IV - Board of Education

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level III, or if no decision has been rendered within ten school days of the meeting with the Superintendent or his/her designee, then within ten school days thereafter he or she may file his or her grievance in writing with the Clerk of the Board. Within ten school days after such filing, the aggrieved party and the CTC-YCT Representative shall meet with the Board to present the grievance. The Board shall inform the aggrieved party and the CTC-YCT president of its decision within ten school days following the meeting. The decision of the Board shall be final and binding.

#### Section VI - Miscellaneous

In the event a grievance is filed which might not finally be resolved at Level IV under the time limits set forth herein by the end of the school term, and which if left unresolved until the beginning of the following school term could result in irreparable harm to a party in interest, the Board shall wherever practicable reduce the time limits set herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

If, in the judgment of the CTC-YCT's Grievance Committee, a grievance affects a group or class of Computer Technicians, the CTC-YCT may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level III.

Decisions rendered at Levels II, III and IV of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be promptly transmitted to all parties in interest and to the President of the CTC-YCT.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, may be prepared and given appropriate distribution by the CTC-YCT after approval by the Superintendent so as to facilitate operation of the grievance procedure.

Nothing herein contained will be construed as limiting the right of any computer technician having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the CTC-YCT, provided the adjustment is not inconsistent with the terms of this Agreement or any other agreement between the Board and the CTC-YCT, and that the CTC-YCT has been given the opportunity to be present at such adjustment to state its views or is given notice of such adjustment.

No reprisals of any kind shall be taken by the CTC-YCT or by the Board or by any member of the Administration against any party in interest, any CTC-YCT or Board or Administration representative, or any participant in the grievance procedure by reason of such participation. A computer technician's participation in the grievance procedure shall not be publicized outside the District without his or her consent.

## ARTICLE IV

### SALARIES

A. The computer technicians' salary schedules for each of the three and one-half years of this agreement are contained in the Appendix attached hereto and made a part hereof.

B. When a computer technician is hired prior to April 1, he or she shall progress to the next step as of July 1 of the following school year. When a computer technician is hired after April 1, he or she shall remain on his or her current step until June 30 of the following school year before step advancement is made.

C. After 5 years of cumulative employment with the District, a computer technician shall receive a longevity increment each year in the amount of \$1,000. This amount is to be paid on an annualized basis, that is, paid in equal amounts over all pay periods in the school year, but shall not become part of the base salary.

## ARTICLE V

### REIMBURSEMENT FOR CLOTHING OR OTHER PERSONAL PROPERTY

The Board shall reimburse a computer technician for clothing or other personal property normally brought into school (or brought into school with permission of the computer technician's immediate supervisor) which is damaged or destroyed in the discharge of the computer technician's duty up to a limit of \$100 per incident, based on the value of the clothing or personal property.

## ARTICLE VI

### NOTICE OF VACANCIES AND NEW POSITIONS

Notice of computer technician vacancies and new bargaining unit positions shall be posted in each of the school buildings when known. A copy of such notice shall be sent to the president of CTC-YCT and to a person in each school designated by the CTC-YCT. During the summer such notice shall go only to the president.

## ARTICLE VII

### LAYOFF AND RECALL

In the event of layoff, computer technicians shall be laid off in the reverse order of seniority. If jobs reopen, they shall be recalled in order of seniority. This Article shall not apply to any dismissal of a computer technician other than by reason of layoff resulting from the elimination of positions.

For the purpose of this Article, seniority shall be calculated from the first day of the most recent employment with the Board.

## ARTICLE VIII

### SICK LEAVE

A. Computer technicians shall be entitled to 17 sick leave days in each school year. Each computer technician may accumulate a maximum of one hundred and fifty sick leave days.

B. Up to two sick leave days each year may be used for religious observance on days when the religion of the computer technician requires that he or she abstain from work.

C. There shall be a sick bank for the personal use of computer technicians with three or more years of employment who have exhausted their personal sick leave accumulation and who are

suffering a long-term medical catastrophe. Paid sick days will be granted to eligible computer technicians out of the bank up to 10 days a year for the entire bargaining unit, except that if less than the total days have been granted by June 30 of each year, and the CTC-YCT so recommends, the Superintendent may grant additional days in a special case up to the bargaining unit limit.

## ARTICLE IX

### TEMPORARY LEAVES OF ABSENCE

A. Personal Leave -- Each computer technician is allowed one day per year with pay for personal but unstated reasons such as closing on houses and other pressing family needs and not merely for personal convenience. Such leave shall not be used to extend vacation. Computer technicians requiring a personal day immediately before or after vacation, due to extenuating circumstances, will make application for same by contacting the Assistant Superintendent for Business, Facilities & Non-Instructional Personnel. Notice of such leave must be made at least 24 hours in advance, except in emergencies. If the personal leave day is not used it will not accumulate as a sick leave day.

Additional personal leave days may be granted upon application to the Superintendent or his/her designee. The application must set forth the reason that personal leave is requested and should be filed at least five days in advance, except in emergencies. The decision whether or not to grant the request shall be at the sole discretion of the Superintendent or his/her designee.

B. Bereavement Leave -- Up to five working days of absence with pay will be allowed for each death in the immediate family of the computer technician or of his or her spouse. "Immediate family" shall mean spouse, children, mother, father, sisters, brothers, grandparents, grandchildren or anyone living in the Computer technician's household.

C. Jury Duty -- Leave for jury duty with pay shall be granted to the computer technician provided that he or she remits to the District an amount equal to the amount he or she receives



for such jury duty, excluding mileage. However, if the amount of jury pay is higher than the amount the computer technician would receive as wages he or she may keep the jury pay and waive payment of his or her wages.

D. Geriatric Care -- At the discretion of the Superintendent or his/her designee, up to ten days of sick leave may be used for geriatric care for members of the immediate family. "Immediate family" for this purpose shall mean mother, father, grandparents, or an elderly person living in the computer technician's home. The first three continuous days of such a leave shall be automatically granted.

## ARTICLE X

### EXTENDED LEAVES OF ABSENCE

A. Parental Leave -- Parental leave of up to two years will be granted without pay or increment. Adoption of a child two years of age or under shall constitute grounds for requesting leave under this Section. Parental leave shall be associated with birth or adoption of a child. A computer technician returning from parental leave must do so at the beginning of a school year except at the discretion of the Board or except if an appropriate vacancy exists during a school year. A computer technician on parental leave must make known to the Administration by March 1 of the preceding school year his or her intention to return.

B. Restoration of Health - A computer technician may be granted a leave of absence, without pay or increment, for one year for health reasons, exclusive of sick leave. A request for such leave must be supported by appropriate medical evidence. A computer technician on such leave must make known to the Administration by March 1 of the preceding school year his or her intention to return.

C. Return After Leave -- Upon return from a leave under this Article, a computer technician will have restored to him or her all benefits, including unused accumulated sick leave, to which he or she was entitled at the time the leave commenced.

ARTICLE XI

INSURANCE

- A. The Board shall pay 100 per cent of the premium for individual or family health insurance under the Putnam/Northern Westchester Health Insurance Plan. Computer technicians can opt for HMO coverage, but must pay the difference in premiums if the cost of the HMO is greater than the cost of Putnam/Westchester Health Insurance Plan.

Members of the bargaining unit who wish to opt out of the health insurance plan may do so, and will receive 30% of what the district's cost would have been for the member, payable in two payments over the year.

- B. The Board will contribute \$900 in 2004-2005, \$950 in 2005-2006 and \$1,000 in 2006-2007 per computer technician to the YCT Welfare Insurance Fund.

ARTICLE XII

NONWORKING DAYS

The following are to be considered nonworking days, over and above school year vacations, except when school is in session:

Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Rosh Hashanah	New Year's Day
Columbus Day	Martin Luther King Day
Yom Kippur	President's day
Veterans Day	Holy Thursday
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Memorial Day
Christmas Eve Day	

ARTICLE XIII

WORK SCHEDULE

The work year for computer technicians shall be from July 1 through June 30. The work day shall be eight hours. Summer hours shall be 8 a.m. to 3 p.m.

ARTICLE XIV

VACATIONS

Computer technicians hired before July 1, 2004 shall be entitled to a vacation period totaling twenty-three working days, to be granted following their first full year of employment. Computer technicians hired on or after the above date shall be entitled to a vacation period totaling ten working days following their first full year of employment. For those working in the district for 5 to 9 years, the vacation period is 15 days; and for those working in the district for ten years or more, the vacation period is twenty days. Vacations shall be granted whenever most convenient to the supervising administrator and at no additional expense to the District. During July and August, vacation days shall not exceed five days per employee unless prior approval is given by the Superintendent of Schools or his/her designee.

ARTICLE XV

INFORMATION TO COMPUTER TECHNICIANS INCLUDING RETIREMENT PROVISIONS

Information will be made available to computer technicians, when possible, on matters which affect their employment, i.e., mandatory health plans, regulations from the State Education Department. The Board shall provide computer technicians the New York State Employees Retirement System Plan.

## ARTICLE XVI

### COMPUTER TECHNICIANS' FILES

A. Upon written request, each computer technician shall have a right to review at a time mutually convenient, the contents of his or her personnel file, excepting, however, any confidential references given at the time of his or her employment. At the computer technician's request a representative of the CTC-YCT may accompany the employee in such review. The review shall be made in the presence of the administrator or his or her designee responsible for the safekeeping of such file. Facilities shall be available for the computer technician to make photocopies of such contents and records as concern his or her work or himself or herself.

B. A computer technician shall have the right to answer in writing any complaints filed in his or her personnel file, and his or her answer shall be attached to the complaint and reviewed by the Superintendent. He or she shall be notified with respect to any complaint that is to be filed in his or her personnel file.

C. Each computer technician shall be given a copy of all evaluation reports which are placed in his or her file. No material may be placed in a computer technician's file without he or she receiving a copy of said material.

D. The only evaluation reports of a computer technician's performance that may be placed in his or her personnel file are those that have been signed by an appropriate administrator.

## ARTICLE XVII

### TRAVEL ALLOWANCE

If a computer technician is required to travel between schools he or she shall be paid a travel allowance per mile at the rate then prevailing in the District for other employees.

ARTICLE XVIII

TIME FOR ATTENDING UNION WORKSHOPS

A total of two days without loss of pay in each school year may be used, upon at least 24 hours' written notice of each such day to the Assistant Superintendent for Business, Facilities & Non-Professional Personnel, for the Vice-President or a member of CTC-YCT to attend NYSUT and/or AFT workshops.

ARTICLE XIX

DUES DEDUCTIONS

A. Pursuant to the terms of the Public Employees' Fair Employment Act, the Board shall deduct from the wages of all computer technicians who have so authorized and directed the Board to do so in writing, and remit to the CTC-YCT, dues for the Computer Technicians Chapter of the Yorktown Congress of Teachers.

These deductions shall commence at an agreed upon pay period after September 1. The CTC-YCT and the Board shall determine the pay periods mentioned above.

The pay deduction form is annexed hereto.

B. Pursuant to Section 208.3(b) of the Civil Service Law, the Board agrees to deduct from the wages of all members of the bargaining unit represented by the CTC-YCT who have not filed dues deduction authorizations with the Board an amount equivalent to the amount of dues levied by the CTC-YCT and to remit the sums so deducted to the CTC-YCT. The pay periods for which such deductions shall be made shall be as determined in accordance with Section A above. No such deductions shall commence for a new member of the bargaining unit until after such person has served for 30 days in the District.

The CTC-YCT hereby holds the Board of Education and the School District harmless for any funds deducted pursuant to this provision and hereby represents that it has instituted a lawful rebate procedure which complies with all statutory and

constitutional mandates. If for any reason said rebate procedure is deemed unlawful by an appropriate agency or court the School District shall no longer have an obligation to deduct agency shop dues until such time as the CTC-YCT's rebate procedure is deemed lawful by an appropriate agency or court.

C. The Board shall deduct from the wages of all computer technicians who so authorize and direct the Board to do so in writing, and remit to the CTC-YCT, contributions to VOTE/COPE; pay periods to be determined.

ARTICLE XX

DURATION OF AGREEMENT

This is a closed three-year contract without re-openers which constitutes the complete and full agreement between the Board and the CTC-YCT and which shall be retroactive to January 1, 2004 and shall continue in effect through June 30, 2007.

Dated: Yorktown Heights, New York

*August 24*, 2004

BOARD OF EDUCATION YORKTOWN  
CENTRAL SCHOOL DISTRICT

*Patricia Harris*  
\_\_\_\_\_  
Patricia Harris, President

COMPUTER TECHNICIAN CHAPTER  
YORKTOWN CONGRESS OF TEACHERS

*Robert Faigle*  
\_\_\_\_\_  
Robert Faigle, President  
YORKTOWN CONGRESS OF TEACHERS

\_\_\_\_\_

The Yorktown Central School District, 46 Triangle Center, Yorktown Heights, New York 10598, does not discriminate on the basis of sex in the educational programs or activities which it operates and it is required by Title IX of the Education Amendments of 1972 not to discriminate in such a manner. The requirement not to discriminate in educational programs and activities extends to employment and admission of students. Inquiries concerning the application of Title IX may be made to Kathleen Conley, Office of Assistant Superintendent, \_\_\_\_\_, Yorktown Heights, New York 10598, 914-243-8006.

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

Please Print:

Social Security Number \_\_\_\_\_ Building \_\_\_\_\_

Name

Last \_\_\_\_\_ First \_\_\_\_\_ Initial \_\_\_\_\_

Address \_\_\_\_\_

TO: BOARD OF EDUCATION OF YORKTOWN CENTRAL SCHOOL DISTRICT

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Computer Technicians Chapter of the Yorktown Congress of Teachers as my representative for the purpose of collective negotiations, and I hereby authorize you, according to arrangements agreed upon with the aforementioned Computer Technicians Chapter of the Yorktown Congress of Teachers, to deduct from my salary and transmit to said Computer Technicians Chapter of the Yorktown Congress of Teachers dues as certified by said Computer Technician Chapter of the Yorktown Congress of Teachers for the organization indicated below. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

Organization:

Local - Computer Technician Chapter of the Yorktown Congress of Teachers (CTC-YCT)

Please initial designation: \_\_\_\_\_ CTC-YCT

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_



## APPENDIX

### Salary Schedules

#### January 1, 2004 to June 30, 2004

Step 1	\$23,421*
Step 2	\$23,757*
Step 3	-----
Step 4	\$25,600*

- Payments retroactive to January 1, 2004 for those Computer Technicians employed at the time the contract is ratified.

#### July 1, 2004 to December 31, 2004

Step 1	\$ 26, 142*
Step 2	\$ 26, 814*
Step 3	-----
Step 4	\$28,800*

- Payments retroactive to July 1, 2004 for those Computer Technicians employed at the time the contract is ratified.

#### January 1, 2005 to June 30, 2005

Step I	\$28,862
Step 2	\$29,872
Step 3	\$30,918
Step 4	\$32,000

#### July 1, 2005 to June 30, 2006

Step 1	\$28,862
Step 2	\$29,901
Step 3	\$30,948
Step 4	\$32,031
Step 5	\$33,152

I.  
**Salary Schedule**

**July 1, 2006 to June 30, 2007**

Step 1	\$28,862
Step 2	\$29,901
Step 3	\$30,977
Step 4	\$32,062
Step 5	\$33,184
Step 6	\$34,345

