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Title: **Pine Bush Central School District and Clerical Employees, Local 74, SEIU, AFL-CIO (2005)**

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Union: **Clerical Employees, SEIU, AFL-CIO**

Local: **74**

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TERMS AND CONDITIONS

OF EMPLOYMENT

Between The

Pine Bush Central School District

and

Local Union 74

Service Employees International Union, AFL-CIO

Clerical Employees

July 1, 2005 - June 30, 2009

NY STATE BOARD OF
RELATIONS BOARD
R E C O R D

FEB 2007

OFFICE OF THE CLERK

TABLE OF CONTENTS

ARTICLE I - RECOGNITION 1

ARTICLE II - DUES CHECKOFF 1

ARTICLE III - MANAGEMENT RIGHTS 2

ARTICLE IV - JOB SECURITY 2

ARTICLE V - WORK WEEK 3

ARTICLE VI - HOLIDAYS 5

ARTICLE VII - VACATIONS 6

ARTICLE VIII - LEAVE TIME 7

ARTICLE IX - GRIEVANCE & ARBITRATION 10

ARTICLE X - NO STRIKE OR LOCKOUTS 11

ARTICLE XI - LABOR/MANAGEMENT COMMITTEE 11

ARTICLE XII - WELFARE FUND 11

ARTICLE XIII - COMPENSATION 13

ARTICLE XIV - DURATION 14

SCHEDULE A 15

COLLECTIVE BARGAINING AGREEMENT

Agreement effective as of July 1, 2005, by and between the Pine Bush Central School District, hereinafter referred to as the "District", and Local 74, of the Service Employees International Union, AFL-CIO, hereinafter referred to as "Local 74".

WITNESSETH

In consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

ARTICLE I - RECOGNITION

The District hereby recognizes Local 74 as the exclusive bargaining representative for clerical employees not classified Managerial and Confidential.

ARTICLE II - DUES CHECKOFF

A. The District shall, on or before the tenth (10th) day and on or before the twenty-fifth (25th) day of each month, deduct from the wages of each employee from whom it receives a written authorization form the uniform dues established by Local 74. Local 74 shall notify the District of all changes and initiation fees, which shall become effective after the District receives such notice. Dues deductions shall be submitted to Local 74 on or before the tenth (10th) day of every month during the life of the agreement.

B. The District shall also deduct uniform initiation fees set by Local 74 from new employees when it receives a written authorization form.

C. The District shall also deduct contributions to SEIU Committee on Political Education (COPE) from the wages of each employee from whom it receives a written authorization form.

D. All dues and initiation fees deducted shall be transmitted promptly to Local 74. There shall be no charge for such deduction remission.

E. All employees who do not acquire or maintain membership in good standing as a condition of employment beginning on or before the thirtieth (30th) day after initial employment, shall have an agency fee deducted by the District to defray the administration of this Agreement and the representation of such employees. Any such agency fee deduction shall be in strict conformance with requirements of Civil Service Law. The service charge shall be in the same amount and be payable at the same time as the Union's regular dues (see Civil Service Law Section 201 2(b)).

ARTICLE III - MANAGEMENT RIGHTS

The District reserves all rights to implement, publish and enforce all rules, regulations, policies, and procedures not in conflict with the express terms and conditions of this Agreement.

ARTICLE IV -JOB SECURITY

A. There shall be a one (1) year probationary period. Probationary employees may be terminated at the discretion of the employer. Employees who have completed their probationary period may not be discharged except for cause. Any dispute concerning the discharge of a non-probationary employee shall be settled pursuant to the grievance procedure.

B. On an annual basis, the District and the Union shall confer for the purpose of developing a seniority list. This list shall be signed by both parties. The parties' signature shall reflect the parties agreement with the list. Seniority shall be a consideration in cases of transfer and appointment to new positions. Except in case of any emergency situation, the Local unit's shop steward will be advised of all new positions and/or planned transfers two weeks in advance of such action. The shop steward will be responsible for notification to members. Seniority shall be

computed on a District-wide basis from the date of hire by civil service job classifications.

C. Representatives of Local 74 shall have the right to visit employees on the job, provided that they receive permission from the District Office and the employees' immediate supervisor. These visitations will take place during the employee's break, lunch, before work or after work.

ARTICLE V - WORK WEEK

A. The normal work week shall consist of five (5) eight hour days from Monday through Friday. Each eight hour day shall include a 45 minute lunch period and one 15 minute break.

B. From Monday following Graduation until the start of the teacher work year, provided that it is no earlier than September 1, the normal work week for full time employees shall consist of five seven-hour days, Monday through Friday, from 8:00 a.m. to 3:00 p.m. and include a one-hour lunch period each day.

During the Winter/Christmas Recess and Spring/Easter Recess, clerical employees shall be assigned on a daily rotational basis in such a manner that each building shall have at least one clerical employee on duty between the hours of 8:00 a.m. and 3:00 p.m., including in that time, a one hour paid lunch. In the event that the scheduled person for the rotational coverage is unable to report for work due to any reason, other than dire emergency (e.g., death in immediate family; hospitalization of employee and/or immediate family member; or employee is ordered to stay home by his/her physician due to medical reasons), the scheduled person must secure a replacement. In the event that coverage is not provided, the scheduled employee will be docked a day's pay. In the event of a dire emergency and the scheduled employee is able to substantiate to the satisfaction of the Superintendent or his/her designee that a dire emergency existed, the employee will be allowed to

utilize his/her leave accruals to cover said absence.

C. All work performed beyond forty hours in a week, shall be paid at a rate of time and one half. All overtime work must receive prior approval from the employee's immediate supervisor.

D. All work performed on Saturdays and Sundays shall be paid at the rate of time and one-half. All overtime work must receive prior approval from the employee's immediate supervisor.

E. Employees will be required to work on days when school is closed for inclement weather. If conditions warrant, employees of the unit will be sent home early, told not to report, or the District will have the option of providing transportation for the employee. If unit members do not report or are unable to come to work, they shall have the option to request the use of either personal or vacation leave to cover said absence.

F. On days when schools are closed due to inclement weather and on days when school opening is delayed, members of Local #74 clerical unit will have a reasonable amount of time in which to report to work. (For example, on days when schools are closed and on days when school is delayed for two hours, unit members will be allowed to report to work up to two hours later than normal working hours without being penalized and without having to make up the time. If schools are delayed for only one hour, then the unit members will be allowed to report to work up to one hour later than normal working hours without being penalized and without having to make up time). If unit members do not report or are unable to come to work, they shall have the option to request the use of either personal or vacation leave to cover said absence.

G. The work schedule of employees hired on a ten (10) month clerical basis will be the school calendar (one hundred eighty (180) days), plus twenty (20) days to be scheduled between the last day of school and June 30th and prior to the opening of school in September. Flexibility in

scheduling part of the twenty (20) days during school vacation periods will be considered. The employee would not be regularly required to work on days when school is closed for inclement weather.

ARTICLE VI - HOLIDAYS

A. Twelve (12) month employees are entitled to fifteen (15) paid legal Holidays listed herein, and will be in force for the duration of this Agreement. If the District is closed on various Jewish holidays, including Rosh Hashanah, Yom Kippur, and/or Passover, such days will also be given as contract holidays.

- | | | | |
|----|-------------------------------|-----|------------------------|
| 1. | July 4 th | 9. | New Year's Eve |
| 2. | Labor Day | 10. | New Year's Day |
| 3. | Columbus Day | 11. | Martin Luther King Day |
| 4. | Veteran's Day | 12. | Lincoln's Birthday |
| 5. | Thanksgiving | 13. | Washington's Birthday |
| 6. | Friday Following Thanksgiving | 14. | Good Friday |
| 7. | The Day Preceding Christmas | 15. | Memorial Day |
| 8. | Christmas | | |

If any of the holidays provided fall when the District is in session for instruction, an alternate day will be designated by the District.

B. If a contract holiday falls on a Saturday or Sunday, the District will designate an alternate day. If the holiday falls during an employee's vacation, said employee will be paid for said day as a holiday and said employee will not be charged for vacation.

C. Employees shall be paid at the rate of time and one-half for work performed on a holiday or employees may elect to take one and one-half (1.5) days off with pay in lieu of time and one-half for holiday work. The work must receive prior approval from the employee's immediate supervisor.

ARTICLE VII - VACATIONS

A. Twelve (12) month employees shall be entitled to vacations in accordance with the following schedule:

In the fiscal year following 1 year of employment ... 2 weeks.

In the fiscal year following 5 years of employment ... 3 weeks.

The third week of vacation will be issued upon completion of the fifth years' anniversary date.

In the fiscal year following 12 years of employment ... 4 weeks.

The fourth week of vacation will be issued upon completion of the twelfth years' anniversary date.

B. Any employee who leaves his/her employ for any reason, including discharge for cause, shall be entitled to accrued vacation. Employees with less than one year of services accrue one day per month to a maximum of ten (10) working days.

C. Any employee covered by this Agreement, including part-time employees, who leaves his/her job for any reason, will be entitled to a vacation accrual allowance computed on his/her length of service, as provided in the vacation schedule for employees who have been employed for more than one year, more than five years, or more than 12 years, as the case may be.

D. Employees may cash-in up to a maximum of four (4) vacation days each year at the employee's per diem rate OR carry over up to a maximum of four (4) vacation days from one year to the following year. An employee who receives a cash-in for any vacation days is not eligible to carry over any vacation days. An employee who fails to make an election shall be paid out for unused vacation leave accruals, up to a maximum of four (4) vacation leave days.

E. Only one full-time employee may be on vacation from any department at one time. Choice of weeks for vacation will be determined in a building or department by seniority, provided that no employee will be denied vacation based on the above formula.

F. Ten (10) month employees shall receive a vacation/holiday stipend based on sixty-four (64) hours per year in lieu of earning vacation time and paid holidays.

ARTICLE VIII - LEAVE TIME

A. Each twelve (12) month employee who was hired prior to June 10, 1997, shall be entitled to 1.33 sick leave days per month for each year, beginning July 1 and ending June 30 for a total of sixteen days per year (13 days for 10 month employees). Each employee hired after June 10, 1997 shall accrue 1 day per month from the date of employment. At the completion of 3 years of service, this will increase to 1.33 days per month. Each 12 month employee shall be entitled to use ten (10) days per year of the employee's accumulated sick time for the illness of a child and/or spouse and/or parent. Ten month employees may use 4 days per year of their sick time for family illness. Unused sick days may be accumulated to a maximum of 180 days. Employees who have accrued more than 180 days will be capped at their current total. Any employee whose initial cap is greater than 180 days, and who used sick days from this accumulation, shall have his/her cap decreased by the number of days used until this cap reaches 180 days.

B. Unused sick leave will be paid out at the rate of \$71 per day, for that portion of the annual allotment that is not used, upon written request of the employee to the Central Office not later than June 30th. Bought-out sick time will not accumulate. Payment for the days requested will be made in the following July. The rate per day will be prorated based on hours worked for part-time employees.

C. An employee who is absent due to illness or injury, must notify, except in case of emergency, his/her supervisor at least two hours prior to the start of the work day for which sick leave is requested to be eligible for said paid sick leave.

D. The District shall have the right to require a medical doctor's certificate as proof of illness or injury before being obligated to pay sick leave benefits to an employee, provided the employee has been out of work for three consecutive working days or more, or when there is a pattern of abuse of sick and/or personal leave.

E. The District shall have the right to require a physical examination of an employee who has been on sick leave or absent due to illness, where the District suspects that the employee may have a communicable disease, before permitting him/her to report to work, provided that said examination shall be paid for by the District.

F. All twelve month employees will be entitled to four paid personal days each year. Ten month employees will be entitled to three paid personal days each year. Employees may not use more than two (2) consecutive personal days. Unused personal days will be added to sick days at the end of the year; for first year employees, this will occur on the anniversary date of employment, and on July 1st of each year thereafter. Employees who have accrued more than four personal days will be capped at their current total. Any employee whose initial cap is greater than four days, and who used personal days from this accumulation, shall have his/her cap decreased by the number of days used until this cap reaches four days. Personal days are not to be used as additional holidays, to pursue other gainful employment, or to conduct business that could be conducted beyond working hours. Employees requesting a personal day must submit a request on the District form, at least five (5) days in advance, or the maximum notice possible in the particular situation, except in case of

emergency, where maximum notice as possible shall be given. Each request must state the reason for the need of a personal day. In the event the employee, for good cause, does not wish the reason for the leave to be documented, the employee may orally advise the Assistant Superintendent or his/her designee of the basis for the request and such shall be kept in the strictest confidence. One day out of the current allotment may be used without reason, providing it is submitted in a timely fashion for approval by the Assistant Superintendent.

G. All employees shall have the option to have their current year's allotment of unused personal days bought out at the rate of \$71 per day. The rate per day will be pro-rated based on hours worked for part-time employees.

H. Time for responding to jury duty shall be allowed without loss of leave days or pay. The employee shall make every effort to return to school if released early in the day from jury duty. The employee shall pay to the Board of Education all remuneration received for jury duty except mileage allowance. In order to qualify for regular pay under this clause, an employee must demonstrate that he/she has made an effort to schedule such duty for the summer recess period, by submitting a photocopy of (a) his/her jury duty card indicating his/her preferential months for jury duty, or (b) a timely letter to the Clerk of the Court expressing a preference for assignment in the summer months. No previously approved vacation shall be denied because of this clause.

I. Each employee shall be entitled to four (4) paid working days of bereavement leave immediately following the death of a brother, sister, spouse, child, mother or father, current in-law or grandparent; unless extenuating circumstances exist, in which case days may be taken at a later date when the funeral occurs.

J. All employees shall be entitled to apply for unpaid leave with approval at the total discretion of the Board of Education. Leave shall not be less than one (1) month and not more than two (2) years in length, and all of the employees' benefits and seniority shall be preserved. Employees applying for such leave shall state specific reasons for the leave. If said leave shall be denied, the employee shall be given a written statement stating the reason for the denial.

K. Members of the unit who request leave for child care purposes, for newborn or newly adopted infants, shall be entitled to such leave for a maximum of (1) one year. However, such leave shall be unpaid and will only be given on a full year's basis.

ARTICLE IX - GRIEVANCE & ARBITRATION

All disputes and grievances concerning an expressed term or condition of the Agreement shall be submitted in writing by the employee involved to his/her superior for resolution, within twenty (20) calendar days of the incident.

If the parties are unable to resolve the dispute within twenty (20) calendar days, Local 74 shall submit a written statement describing this dispute, identifying the Article and paragraph in this Agreement that has been violated, to the Superintendent of Schools (or his/her designee).

The Superintendent of Schools (or his/her designee) shall have twenty (20) calendar days to render a decision. If the Superintendent (or his/her designee) does not resolve the dispute, either party may submit the dispute to arbitration within twenty (20) calendar days of the Superintendent's (or his/her designee's) decision. The arbitrators to be designated in hearing matters under this contract shall be Joel Douglas, Jeffrey Selchick or Jay Nadelbach. In the event that they are unable to serve, the arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association and the cost thereof shall be borne equally by Local 74 and

the District. The decision of the arbitrator shall be final and binding.

ARTICLE X - NO STRIKE OR LOCKOUTS

A. Local 74 agrees and stipulates that there shall be no strike, slowdown, mass resignation, refusal to work or any other act which constitutes a complete or partial work stoppage, or which disrupts the work process of the District in any way on the part of one or more employees or on the part of Local 74 or its representatives during the life of this Agreement.

B. The District agrees not to lock out the unit employees during the term of this Agreement.

ARTICLE XI - LABOR/MANAGEMENT COMMITTEE

A Labor Management Committee will be created to discuss matters of mutual concern. The Committee will consist of the Superintendent or his/her designee, the Local 74 Shop Steward and three representatives appointed by the Local 74 Shop Steward. Each party may invite others to attend meetings to address specific issues. The Committee will meet as needed. Each party may submit agenda items prior to the meetings. Copies of the agenda will be sent to the Superintendent or his/her designee and the Local 74 Shop Steward at least three days prior to the meeting. Additional items may be added to the agenda by mutual consent. This Committee is not intended to replace the collective bargaining process or the grievance procedure.

ARTICLE XII - WELFARE FUND

A. The District shall make contributions to the Local 74 Welfare Fund in accordance with the Schedule for each employee covered by the Agreement. Contributions shall be submitted to the Welfare Fund on or before the tenth day of every month during the life of the Agreement.

B. The District shall pay one-half (½) of the amount that it contributes to the Local 74 Welfare Fund on behalf of any unit member, with at least twenty-five (25) years of service, who retires from the District in accordance with the requirements of the Employees Retirement System ("ERS"). In order to be eligible for this contribution, the employee must be collecting his/her ERS pension and be covered in retirement under the health insurance plan through the Local 74 Welfare Fund. The District may require proof that the retiree is covered under the health insurance plan through the Local 74 Welfare Fund. Failure to provide proof of enrollment within 30 days of the written request being made shall result in the District's withholding the contribution.

Effective July 1, 2006, the District shall pay one-half (½) of the amount that it contributes to the Local 74 Welfare Fund on behalf of any unit member, with at least twenty (20) years of service, who retires from the District in accordance with the requirements of the Employees Retirement System ("ERS") and is covered in retirement under the health insurance plan through the Local 74 Welfare Fund.

Effective July 1, 2006, the District shall pay fifty-five percent (55%) of the amount that it contributes to the Local 74 Welfare Fund on behalf of any unit member, with at least twenty-five (25) years of service, who retires from the District in accordance with the requirements of the Employees Retirement System ("ERS") and is covered in retirement under the health insurance plan through the Local 74 Welfare Fund.

Effective July 1, 2007, the District shall pay sixty percent (60%) of the amount that it contributes to the Local 74 Welfare Fund on behalf of any unit member, with at least twenty-five (25) years of service, who retires from the District in accordance with the requirements of the Employees Retirement System ("ERS") and is covered in retirement under the health insurance plan

through the Local 74 Welfare Fund.

Effective July 1, 2008, the District shall pay sixty-five percent (65%) of the amount that it contributes to the Local 74 Welfare Fund on behalf of any unit member, with at least twenty-five (25) years of service, who retires from the District in accordance with the requirements of the Employees Retirement System ("ERS") and is covered in retirement under the health insurance plan through the Local 74 Welfare Fund.

C. Each employee shall receive in his/her last year's pay one-half of one percent of that year's annual salary multiplied by the number of years of service provided that such employee has reached the age of 55 years. Retirement must be submitted to the Superintendent at least six months before the intended date of such payment. Plan 75-I of the New York State Civil Service Retirement Plan shall remain in effect for all employees. In addition, the District will subscribe to Plan 41J of the Retirement Act.

ARTICLE XIII - COMPENSATION

- A. Effective July 1, 2005, base salaries shall be increased by three and three quarters percent (3.75%);
Effective July 1, 2006, base salaries shall be increased by four percent (4%);
Effective July 1, 2007, base salaries shall be increased by four percent (4%);
Effective July 1, 2008, base salaries shall be increased by four percent (4%).
- B. The starting salary shall remain unchanged for the term of the contract.
- C. Employees shall be paid semi-monthly.

D. Any employee assigned to perform work of a higher classification for one week or longer shall be paid the contractual rate of pay for that classification retroactive to the first day.

E. The employer shall furnish each employee an itemization of the wages due him/her. The itemization shall specify all deductions required to be made therefrom.

F. In order to be eligible for any retroactive wage or benefit increase, the employee must be on the payroll at the time of ratification of this agreement, or have retired between the effective date of the agreement and ratification of the agreement.

G. 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 thereof, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XIV - DURATION

This Contract shall be effective for a ^{Four}~~three~~ year period, and shall expire at midnight on June 30, 2009.

UNION LOCAL 74 OF THE SERVICE
EMPLOYEES INTERNATIONAL UNION
AFL-CIO

BY: [Signature]
Date: 8/8/06

PINE BUSH CENTRAL
SCHOOL DISTRICT

BY: [Signature]
Date: 8/8/06

[Signature]
8-3-06

SCHEDULE A

1. The base salary for Stenographer and Typist shall be as follows:

STENO	\$25,303
TYPIST	\$23,322

2. Part-time typist and switchboard operators shall be covered by the provisions of Local 74 Welfare Fund and shall receive holiday, sick and personal days on a pro-rated basis.

A) 4 hours or less per day equals 50%

B) more than 4 hours, up to 6 hours, equal 75%

3. Full time switchboard operators shall receive an annual salary equal to 90% of the typist salary. Part-time switchboard operators shall receive a pro-rated annual salary based on 90% of the base typist salary and the number of hours worked.

4. Full time (12 month) account clerks shall receive an annual salary equal to 100% of the typist salary. Part-time account clerks shall receive a pro-rated annual salary based on 100% of the base typist salary and the number of hours worked. Full time clerks (12 month) shall receive an annual salary equal to 75% of the typist salary. Part-time clerks shall receive a pro-rated annual salary based on 75% of the base typist salary and the number of hours worked. Full time (12 month) Guidance Assistant shall receive an annual salary equal to 100% of the typist salary. Part-time Guidance Assistant shall receive a pro-rated annual salary based on 100% of the base typist salary and the numbers of hours worked. Ten month typist shall receive an annual salary equal to 100% of the typist salary, pro-rated based on the number of hours worked.

5. Effective July 1, 2005, the District's contribution to the Local 74 Welfare Fund shall be \$2.78 per hour; Effective July 1, 2006, the District's contribution to the Local 74 Welfare Fund shall be

increased to \$3.02 per hour; Effective July 1, 2007, the District's contribution to the Local 74 Welfare Fund shall be increased to \$3.34 per hour; Effective July 1, 2008, the District's contribution to the Local 74 Welfare Fund shall be increased to \$3.70.

6. The District shall contribute 13 cents per hour for each employee covered by this Agreement to the Local 74 Training & Scholarship Fund and 11 cents per hour for the Local 74 Legal Services Fund. Effective July 1, 2006, the District contribution of \$.11 per hour for the Local 74 Legal Services Fund shall be eliminated for all employees.

7. The District shall make the same contribution, as outlined in 5 and 6 above, for ten (10) months employees based on a total of 2080 hours per year.

8. Service Credits.

Service Credits for full time (12 month) employees will be paid at \$90 per credit as follows:

1 - 3 full years of employment 1 service credit.

4 - 6 full years of employment 2 service credits.

7 - 9 full years of employment 3 service credits.

10 or more full years of employment = 4 service credits.

Service credits for part-time work and for 10 month employees will be determined by converting their actual time worked into a FTE (Full Time Equivalent) the above chart will then apply.

Service credit shall be added to an employee's base salary and calculated as follows:

Employee A is a typist hired on July 1, 2004 and receives an annual base salary of \$23,322. On July 1, 2005, Employee A would receive the negotiated 3.75% raise plus an additional \$90 service credit bringing Employee A's annual base salary to \$24,287 ($\$23,322 \times 1.0375 = \$24,197 + 90 = \$24,287$). On July 1, 2006, Employee A would receive the negotiated 4% raise plus an

additional \$90 service credit bringing Employee A's annual base salary to \$25,348 ($\$24,287 \times 1.04 = \$25,258 + 90 = \$25,348$). On July 1, 2007, Employee A would receive the negotiated 4% raise plus an additional \$90 service credit bringing Employee A's annual base salary to \$26,452 ($\$25,348 \times 1.04 = \$26,362 + 90 = \$26,452$).