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Contract Database Metadata Elements

Title: **Yorktown Central School District and Clerical Association Chapter of the Yorktown Congress of Teachers (CAC-YCT) (2004)**

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Union: **Clerical Association Chapter of the Yorktown Congress of Teachers (CAC-YCT)**

Local:

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6567

Agreement

between

BOARD OF EDUCATION OF
YORKTOWN CENTRAL SCHOOL DISTRICT

and

CLERICAL ASSOCIATION CHAPTER OF THE
YORKTOWN CONGRESS OF TEACHERS

JULY 1, 2004 - JUNE 30, 2007

RECEIVED

MAR 28 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

This Agreement is made and entered into by and between the Board of Education of the Yorktown Central School District (hereinafter referred to as "Board") and the Clerical Association Chapter of the Yorktown Congress of Teachers (hereinafter referred to as "CAC-YCT") and shall be effective per Article XXVI.

ARTICLE I RECOGNITION

A. The Board hereby recognizes the CAC-YCT as the exclusive employee organization representing all nonmanagerial and nonconfidential clerical employees for the purpose of negotiating collectively and entering into written agreements concerning the determination of their terms and conditions of employment and for the administration of grievances arising thereunder.

B. This recognition is to continue unchallenged until seven months prior to the expiration of this Agreement.

C. This recognition is conditioned upon CAC-YCT having affirmed that it does not assert the right to strike against any government, to assert or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE II NEGOTIATION PROCEDURES FOR SUCCESSOR AGREEMENT

On or about April 1, 2007 the parties will enter into good faith negotiations over a successor agreement.

ARTICLE III GRIEVANCE PROCEDURE

Section I - Definition of Grievance

A grievance is defined as any dispute or claim by either party to this Agreement or by any person covered by this Agreement arising out of or in connection with this Agreement. A grievance includes any claimed violation, misinterpretation or misapplication of this Agreement. A grievance, however, excludes

any matter which involves (a) nonapproval for reappointment or tenure, (b) Board discretion or (c) any matter as to which a method of review is prescribed by law, rule, or regulation having the force and effect of law.

Section II - Level I - Informal

When practical, efforts shall be made to resolve grievances informally at the building level. The employee orally and informally confers with his or her immediate superior in a genuine effort to resolve the grievance. If the problem is unresolved and the immediate superior was someone other than the building principal, it should be reviewed informally with the building principal.

Section III - Level II - Formal

The grievance shall be presented in writing to the grievant's immediate superior and to the principal with whom it will be discussed directly or through the CAC-YCT's Representative with the objective of resolving the matter. The immediate superior or principal shall inform the aggrieved person and the CAC-YCT's Representative of her or his decision in writing within five school days after the formal grievance was presented.

No written grievance will be entertained and such grievance will be deemed waived unless it is presented at this Stage within thirty school days after the grievant knew or should have known of the act or condition on which the grievance is based.

Section IV - Level III - Superintendent

If the aggrieved person is not satisfied with the disposition of her or his 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 ten school days thereafter she or he may file her or his grievance in writing with the Superintendent. Within ten school days after such filing, the aggrieved party and the CAC-YCT Representative shall meet with the Superintendent or his designee in an effort to resolve the grievance. The Superintendent or his designee will inform the aggrieved party and the CAC-YCT president of his decision within ten school days following the meeting.

Section V - Level IV - Board of Education

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

The CAC-YCT shall have the right to grieve, through Level IV of the contractual grievance procedure, any claimed violation, misinterpretation or misapplication of a provision of the Board's Policy Manual or Administrative Regulations determining wages, hours, or other terms of employment (of bargaining unit employees) not covered by a term of this Agreement. This provision shall not be construed to limit or restrict either the Board's or the Superintendent's rights to amend, establish, or implement such Policy or Regulations. The Level II and III time limits for deciding grievances under this Section shall be ten school days.

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 forth herein so that 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 CAC-YCT's Grievance Committee, a grievance affects a group or class of clerical employees, the CAC-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 therefor and shall be promptly transmitted to all parties in interest and to the President of the CAC-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 CAC-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 clerical employee 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 CAC-YCT, provided the adjustment is not inconsistent with the terms of this Agreement or any other agreement between the Board and the CAC-YCT, and that the CAC-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 CAC-YCT or by the Board or by any member of the Administration against any party in interest, any CAC-YCT or Board or Administration representative, or any participant in the grievance procedure by reason of such participation. A clerical worker's participation in the grievance procedure shall not be publicized outside the District without her or his consent.

ARTICLE IV SALARIES

A. The clerical salary schedules for each of the three years of this Agreement are contained in Appendix A attached hereto and made a part hereof.

B. When a clerical employee is called into work on her or his vacation day or holiday, she or he will receive one and one-half times her or his hourly rate of pay or daily rate of pay, whichever applies.

C. A clerical employee who is required to use her or his personal automobile for travel as part of an assignment approved by an appropriate administrator shall be reimbursed at the prevailing rate paid by the Board for mileage.

D. A professional improvement program with the purpose of providing members of the bargaining unit training shall be established. The Board shall contribute \$3,000 for this program in each of the years of this Agreement. It is expected that the funds provided will be expended each year and shall be expended if there are adequate acceptable proposals for the program recommended by the Professional Improvement Committee and approved by the Superintendent or his designee.

ARTICLE V WORK WEEK

The work week for the ten month period during which school is in session shall be forty hours per week, eight hours per day, inclusive of a 45 minute uninterrupted lunch break. Daily schedules shall be determined by the building administrator. However, members of the bargaining unit will not be required to call substitutes from their homes before or after working hours.

The work week of seven hours per day, thirty-five hours per week during the summer months shall begin immediately after the last day students are scheduled to be in session and continue until the first day students are scheduled to attend school in September. The eight-hour day, forty-hour week shall begin the first day students are scheduled to be in session in September.

ARTICLE VI OVERTIME

The rate of pay for overtime work required by the District after the regular work day or work week for clerical employees will be time and one-half of base pay after 40 hours of work in a week except during summer months when overtime at time and one-half will be paid after 35 hours of work in a week. Overtime during the summer months will be paid after 40 hours of work in a week. Overtime may be paid in the form of compensatory time at the overtime rate where such an arrangement is mutually agreed to by both the employee and the employee's supervisor.

ARTICLE VII
WORK YEAR

A. The work year for personnel with twelve month contracts shall be from July 1 through June 30.

B. The work year for personnel with ten month contracts shall be from September 1 through June 30.

ARTICLE VIII
LONGEVITY

A. (1) After eleven years of service in the District and commencing with the twelfth year, an honorarium of \$1000 effective 7/1/04, \$1,050 effective 7/1/05, and \$1,100 effective 7/1/06 is granted per year. (2) After sixteen years of service in the District and commencing with the seventeenth year, an additional honorarium of \$1,800 effective 7/1/04, \$1,850 effective 7/1/05, and \$1,900 effective 7/1/06 is granted per year. (3) With at least twenty-one years of service in the District and commencing with the twenty-second year, an additional honorarium of \$1,300 is granted per year.

B. If a clerical employee so elects, longevity payments due will be paid in two equal installments.

C. A clerical worker's credited years of service on payroll shall include her total years of service in the District even if there is a break in service. Any recalculation of longevity eligibility resulting from this provision shall be effective as of July 1, 1984 and shall be prospective only.

ARTICLE IX
SICK LEAVE

A. Clerical Personnel shall be entitled to seventeen days of sick leave each school year. A total of 180 sick leave days may be accumulated. If an employee is hired during the work year, the number of sick days she or he is entitled to will be prorated.

B. There shall be a sick bank for the personal use of clerical employees who have been employed by the District for at least one year and who have exhausted their personal sick leave

accumulation and who are suffering a long-term medical catastrophe. Appropriate medical evidence (doctor's note) will be required to support the request. Paid sick leave days will be granted to eligible clerical employees out of the bank up to 50 such days per year for the entire bargaining unit, subject to a per person maximum of 25 days a year, except that if less than 50 such days have been granted by June 30, the Superintendent may grant additional days in a special case up to the 50-day bargaining unit limit.

C. At the discretion of the Superintendent or his designee, up to 10 days of sick leave per year 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 clerical employee's home. The first three continuous days of such leave shall be automatically granted.

ARTICLE X PERSONAL LEAVE

One working day per year, noncumulative, shall be allowed for personal reasons such as closing on houses and other pressing family needs, but not merely for personal convenience. No reason need be given for use of this day. However, a clerical employee may make a written request for use of additional personal leave days to the Superintendent or his/her designee, stating a reason for this day at least 24 hours in advance. Personal leave days shall not be used to extend vacation days.

ARTICLE XI BEREAVEMENT LEAVE

Up to five working days of leave will be allowed for each death in the immediate family of a clerical employee as well as in the immediate family of her or his spouse. An additional five days deductible from sick leave may be used for the immediate family of the clerical employee only and may also be granted, at the sole discretion of the Superintendent or his designee, for death of an immediate family member of the spouse. "Immediate family" shall mean spouse, children, mother, father, sisters, brothers, grandparents, grandchildren or any one living in the employee's household.

ARTICLE XII
EXTENDED LEAVES OF ABSENCE

A. Parental leave of up to 24 months will be granted without pay or increment. Adoption of a child two years and under shall constitute grounds for requesting leave under this section. Parental leave shall be associated with the birth or adoption of a child. A member of the bargaining unit 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. An "appropriate vacancy" shall mean a vacancy in an employee's title and pay grade. An employee on such leave must make known to the Administration by April 1 of the preceding school year her or his intention to return.

B. A member of the bargaining unit may be granted a leave of absence, without pay, but with increment, for one year for health reasons exclusive of sick leave. A request for such leave must be supported by appropriate medical evidence and may be renewed annually for a total of five years.

C. Upon return from leave taken pursuant to this Article, a member of the bargaining unit will be assigned to a position in the same salary classification of the position held prior to the leave, but will not necessarily be assigned to the same position.

ARTICLE XIII
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 or an HMO policy for employees hired prior to 1/1/99. Employees hired on or after 1/1/99 must work a minimum of 20 hours/week to be eligible for health insurance coverage. The district will contribute to health insurance costs for employees hired on or after 1/1/99 who work 20 to 40 hours/week in an amount equal to the percentage of employment. If any employee hired prior to 1/1/99 becomes a part-time employee, the employee will continue to receive full health coverage. The Board shall have the option to change health insurance carriers as long as benefits are not diminished.

This change is subject to the approval of the CAC-YCT, which shall not be unreasonably withheld.

This article is not intended to provide for a proliferation of part-time employees. While current positions may be reduced in hours based on the needs of the district, no position may be split into smaller part-time positions in order to avoid providing health insurance coverage.

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

C. The Board will contribute to the YCT Welfare Insurance Fund \$1,275 per clerical employee in 2004-05, \$1,400 in 2005-06, and \$1,525 in 2006-07. The district shall pay per capita funding by position only for each school year (July 1st through June 30th). In the event that a position becomes vacant, a replacement hired after July 1st shall not be entitled to benefits under the fund until the following school year.

ARTICLE XIV NONWORKING DAYS

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

Independence Day	Veterans Day
Labor Day	Thanksgiving Day
Rosh Hashanah	Friday after Thanksgiving Day
Columbus Day	Holy Thursday/Good Friday
Yom Kippur	Memorial Day

ARTICLE XV
VACATIONS

Clerical personnel hired prior to 7/1/99 on a twelve month contract shall be entitled to a vacation period totaling twenty-two working days, to be granted following their first full year of employment. Employees hired after 7/1/99 will receive 10 days of vacation at the end of one year, 15 days of vacation at the end of two years, and 22 days of vacation after three years of employment and at the end of each year thereafter. When new employees are hired during the school year, the first year is prorated based on the date of commencement of employment through June 30th of that school year. Year two begins with July 1st. Vacations shall be granted whenever most convenient to the supervising administrator and at no additional expense to the District except that an employee may request five days of vacation at a time mutually acceptable to the employee and her or his supervising administrator. However, if not acceptable on a mutual basis then the days will be scheduled whenever most convenient to the supervising administrator and at no additional expense to the District.

ARTICLE XVI
JURY DUTY

Leave for jury duty with pay shall be granted to the clerical employee provided that she or he remits to the District an amount equal to the amount she or he receives for jury duty, excluding mileage, provided that in no case may the clerical employee be required to remit to the District an amount in excess of the amount of her or his salary for the period of such leave.

ARTICLE XVII
UNSCHEDULED SCHOOL CLOSINGS

A. When all buildings in the District have been declared closed due to hazardous conditions threatening the health and safety of students, clerical personnel are ordinarily not expected to report for work, but if they are required to report to work, they will be paid double time for all hours actually worked on any such day, or \$25 in addition to their regular salary, whichever is greater.

B. When school is dismissed early due to hazardous conditions threatening the health and safety of students and staff, the clerical personnel in any school which is dismissed for such reasons will be released from duty at the same time as the teaching staff in their building are released, except for one clerical in each building who, along with the building administrator, shall remain in the building until one-half an hour after the teaching staff has left. Assignment for the clerical person who is to remain late shall be made on a rotating basis among clerical personnel in each building. The Central Office and Business Office personnel shall be released at the same time as the clerical personnel in the last school dismissed when all schools are closed.

ARTICLE XVIII
ELIMINATION OF POSITIONS

If a position of a clerical employee is eliminated, the person holding that position shall be notified by the administration by May 15.

ARTICLE XIX
EMPLOYEE EVALUATION AND FILES

A. Evaluations shall be conducted openly and with the full knowledge of the clerical employee.

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

C. A clerical employee shall have the right to answer in writing any complaints filed in her or his personnel file, and her or his answer shall be attached to the complaint and reviewed by the Superintendent. She or he shall be notified with respect to any complaint that is to be filed in her or his personnel file.

D. Each clerical employee shall be given a copy of all observation and other evaluation reports which are placed in her or his file. No material may be placed in a clerical employee's file without the employee receiving a copy of said material.

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

ARTICLE XX
INFORMATION TO EMPLOYEES INCLUDING RETIREMENT PROVISIONS

Information pertaining to terms and conditions of employment set forth in this Agreement will be available to members of the bargaining unit when possible and practicable. The Board shall provide New York State Employees' Retirement System Plans 75i and 41j, as permitted by the New York State Retirement System Law.

ARTICLE XXI
NO STRIKE PROVISION

The Chapter affirms that it does not and will not assert the right to strike against the Board and that it does not and will not assist or participate in any such strike, work stoppage, or other concerted refusal to perform work, or impose any obligation to conduct, assist or participate in any such strike, or work stoppage, or other concerted refusal to perform work.

ARTICLE XXII
BOARD RIGHTS

Except as specifically expressed and modified by the terms of this Agreement, the Board retains the sole and exclusive right to manage, direct and supervise the affairs of the District and the exercise of such right shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE XXIII
RIGHTS OF CLERICAL ASSOCIATION CHAPTER OF THE YCT

A combined total of two days without loss of pay in each school year may be used for the following purposes: upon at least 24 hours' written notice of each such day to the Assistant

Superintendent, for members of the Clerical Association Chapter to attend NYSUT and/or AFT workshops.

ARTICLE XXIV
DUES DEDUCTIONS

A. Pursuant to the terms and conditions of the Public Employees' Fair Employment Act, the Board shall deduct from the wages of all employees who have so authorized and directed the Board to do so in writing, and remit to the CAC-YCT, dues for the Clerical Association Chapter of the Yorktown Congress of Teachers.

These deductions shall commence at an agreed upon pay period, after September 1. The CAC-YCT and the Board shall determine such pay period.

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 CAC-YCT who have not filed dues deduction authorizations with the Board and who have been employed by the Board for more than 30 days an amount equivalent to the amount of dues levied by the CAC-YCT and to remit the sums so deducted to the CAC-YCT. The pay periods for which such deductions shall be made shall be as determined in accordance with paragraph A above.

The 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 YCT's rebate procedure is deemed lawful by an appropriate agency or court.

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

ARTICLE XXV
LEGISLATIVE ACTION

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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVI
DURATION OF AGREEMENT

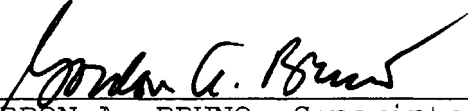
This is a three-year contract which constitutes the complete and full agreement between the Board and the CAC-YCT and which shall be effective as of July 1, 2004 and shall continue in effect through June 30, 2007.

Dated: Yorktown Heights, New York

February 15, 2005

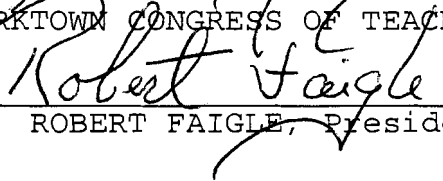
BOARD OF EDUCATION
YORKTOWN CENTRAL SCHOOL DISTRICT


PATRICIA HARRIS, President


GORDON A. BRUNO, Superintendent

CLERICAL ASSOCIATION CHAPTER
YORKTOWN CONGRESS OF TEACHERS


YORKTOWN CONGRESS OF TEACHERS


ROBERT FAIGLE, President

* * *
COMPLIANCE WITH TITLE IX

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 the Assistant Superintendent for Administrative Services, 46 Triangle Center, Yorktown Heights, New York 10598, 914-243-8022.

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 Clerical Association 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 Clerical Association Chapter of the Yorktown Congress of Teachers, to deduct from my salary and transmit to said Clerical Association Chapter of the Yorktown Congress of Teachers dues as certified by said Clerical Association 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 therefor. 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 - Clerical Association Chapter of the Yorktown Congress of Teachers (CAC-YCT)

Please initial designation: _____

CAC-YCT

Employee Signature _____ Date

APPENDIX A

SCHEDULE A	2004-05	2005-06	2006-07
STEP	3.6%	3.75%	3.75%
1	28,233	29,292	30,390
2	29,277	30,375	31,514
3	30,326	31,463	32,643
4	31,382	32,559	33,780
5	32,420	33,635	34,897
6	33,465	34,720	36,022
7	34,779	36,082	37,436
8	35,816	37,159	38,552
9	36,891	38,274	39,710

SCHEDULE C	2004-05	2005-06	2006-07
STEP	3.6%	3.75%	3.75%
1	32,420	33,636	34,897
2	33,465	34,720	36,022
3	34,779	36,083	37,436
4	35,816	37,159	38,552
5	36,866	38,248	39,682
6	37,892	39,313	40,787
7	38,853	40,310	41,822
8	39,757	41,248	42,795
9	40,951	42,487	44,080

SCHEDULE D*	2004-05	2005-06	2006-07
STEP	3.6%	3.75%	3.75%
1	35,295	36,619	37,992
2	36,348	37,711	39,125
3	37,908	39,330	40,805
4	39,219	40,690	42,216
5	40,791	42,321	43,908
6	41,817	43,385	45,012
7	42,781	44,385	46,049
8	43,687	45,325	47,025
9	44,997	46,684	48,435

* Printer: Position is based on 264 work days which includes a 10% wage differential.



