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# AGREEMENT

BETWEEN

**PUTNAM CENTRAL SCHOOL DISTRICT**

and the

**Putnam Employees' Association**

**NYSUT, AFT, AFL-CIO**

7/1  
2009-2010  
2010-2011  
2011-2012<sup>6/30</sup>  
          

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

NOV 23 2009

**ADMINISTRATION**

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# ARTICLE I

## RECOGNITION

The Putnam Central School Board of Education does hereby recognize the Putnam Central School District Employees' Association as the sole and exclusive representative and bargaining unit agent for and on behalf of all teachers and other non-teaching staff, full and part-time within the Putnam Central School District, excluding the Superintendent of Schools, Treasurer, Board Clerk, Account Clerk and Confidential Secretary. Such recognition shall be for the maximum period of allowed under Section 208-C of the Public Employees Fair Employment Act.

# ARTICLE II

## NEGOTIATIONS PROCEDURE

### A. Procedure:

1. Upon written request from either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set no more than fifteen (15) business days following such a request. Such request shall be made after January 1<sup>st</sup> of the year in which the Agreement terminates.

The parties agree to enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach agreement on matters raised by either party concerning the terms and conditions of teachers' and non-teachers' employment.

2. During negotiations, the Board and the Association will present relevant data, exchange points of view and make proposals and counterproposal. The parties agree to make available to each other for inspection all pertinent records, data, and information in their possession.

### B. Implementation:

1. Following ratification by the parties, copies of the Agreement shall be reproduced and distributed to members of the bargaining unit within three (3) weeks of the execution of the final edited instrument.
2. New Teachers and non-teaching staff members shall receive a copy of the agreement at the time of hiring.

### C. Amendment:

1. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms, as listed in Article II, Section A & Section B.

2. This agreement may be changed only through the mutual consent of the parties in a written and signed amendment.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions:**

1. Employee shall mean any teacher, full or part time and non-teaching staff member, full or part time.
2. Superintendent shall mean the Superintendent of Schools, or one acting in that capacity.
3. Grievance shall mean any claimed violation, misinterpretation or inequitable application of this agreement.
4. An aggrieved employee shall mean any employee, group of employees or the Putnam Central School District's Employees' Association.
5. Wherever used, the term "days" shall mean school days.

#### **B. Basic Principles:**

1. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged. The number of days indicated at each level shall be a maximum. Every effort will be made to expedite the process.
2. An aggrieved employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of the procedures by a person or persons of his choice.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such cases.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Superintendent to take such steps as may be necessary to give force and effect to these procedures.
7. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

8. In the event of a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limit set forth herein will be reduced to limits mutually satisfactory so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.
9. In the event that a grievance deals with matters which extend beyond the authority of a supervisor, the grievance shall be submitted to the Superintendent.
10. No grievance will be entertained as described below unless such grievance is forwarded at the first available stage within thirty (30) days after the teacher or non-teacher knew, or should have known, of the act, or conditions on which the grievance is based.

C. Procedures:

1. Informal Stage:

Oral notification and presentation of the grievance shall be made to the immediate supervisor by the aggrieved employee, whose immediate supervisor shall discuss the grievance with said employee orally and informally.

If the grievance is not resolved in this manner within three (3) days, and the aggrieved employee desires to pursue the matter further, said employee shall have the responsibility of presenting the grievance in writing to the immediate supervisor within five (5) days after the supervisor's oral determination. Such written presentation is to be made on a form approved by both the Board and the Association. Thereafter, a written determination by the immediate supervisor shall be rendered to the employee within three (3) days after the written grievance has been presented. Such written determination shall be made on a form approved by both the Board and the Association.

2. Formal Stage:

- A. Within five (5) days after a determination has been made at the preceding stage, the aggrieved employee may make a written request to the Superintendent or his designee for review and determination. If the Superintendent designates a person to act on his behalf, he shall also delegate full authority to render a determination in his behalf.
- B. If either party so request, the Superintendent or his designee shall notify all parties concerned in the case of the time and place when a hearing will be held where such parties may appear and present oral and written statements supplementing their positions in the matter. Such hearing shall be held within five (5) days of the receipt of the written request for review and determination.

- C. The Superintendent or his designee shall render his determination with ten (10) days after the request for review and determination.
- D. If the grievance is not satisfactorily received at this stage, the aggrieved employee may proceed to the Board stage.

3. Arbitration:

- A. If the Association is not satisfied with the disposition of the grievance at the Board stage, the Association may, within five (5) days, notify the Board of Education of its intent to submit the grievance to arbitration.
  - B. With five (5) days after such written notice of submission to arbitration, the Association shall request a list of arbitrators from the Syracuse Office of the American Arbitration Association. The parties shall then follow the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
  - C. The arbitrator so selected will confer with the representative(s) of the Board and the Teachers' and Non-Teachers' Association and hold hearings promptly in the Town of Putnam Station, NY and will issue a decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of submission of final statements and proofs. The decision of the arbitrator will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. Furthermore, he does not have the authority to add to, subtract from, to delete, or in any way amend or modify any of the terms and provisions of this agreement.
  - D. The decision of the Arbitrator will be advisory only.
  - E. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School District and the Association.
- The term Supervisor, shall when appropriate, be interchangeable with Superintendent.

## **ARTICLE IV**

### **SCHOOL HOURS FOR TEACHERS/NON-TEACHING STAFF**

- A. For the purpose of preparing for opening sessions, working with children who need extra assistance, planning activities, meeting with parties, assisting and counseling students the teaching day will be seven (7) hours excluding workshops, and conferences.

In the event that there are no volunteers, Bus Duty will be scheduled on a rotational basis.

In the event a teacher has bus duty, that teacher will arrive fifteen (15) minutes earlier than the scheduled starting time, and may leave fifteen (15) minutes earlier than the scheduled ending time. In the event that extenuating circumstances associated with the transportation of students arise, the Superintendent may request that the teacher on bus duty remain for additional time.

- B. If schedule changes are necessary, school hours will be modified.
- C. The school custodian's work day will be eight (8) hours per day. The normal work will not begin before 6:00 a.m. nor will it end after 3:00 p.m.

## **ARTICLE V**

### **TEACHING CONDITIONS**

- A. All vacancies (including extracurricular activities) shall be posted at least ten (10) school days before the final date when application must be submitted. Currently employed qualified teaching personnel will be given primary consideration for filling of vacancies when interested.
- B. Teachers will be notified of their tentative programs for the coming school year, including grades and/or subjects that they will teach, and any special or unusual classes that they will have as soon as practical and under normal circumstances not later than June 1 of the preceding school year.
- C. The administrator will give all reasonable support to teachers with respect to maintenance of control and discipline in the classroom and throughout the school. Teachers will give all reasonable support and assistance to the administration with respect to maintenance of control and discipline in the classroom and throughout the school.
- D. Every effort will be made to employ a certified substitute teacher to replace any full time teacher who is absent for a full day. The teacher shall provide the substitute with lesson plans outlining material to be covered during the teacher's



absence. No teacher will be required to substitute for an absent teacher. However, such substituting may be done on a voluntary basis. If no substitute is secured for a special teacher, the affected classroom teachers will be notified at least thirt thirty (30) minutes before the student's arrival, in order to ensure adequate preparation for the change in schedule.

- E. Teachers shall report to the proper authority when a need arises to perform maintenance or cleaning in their teaching area. Thereafter teachers shall not be responsible for performing such maintenance or cleaning; however, teachers shall be responsible for following up with the proper authority if the maintenance or cleaning is not performed in a reasonable time.
- F. The following shall be provided:
  - 1. Well lighted, properly equipped and clean rest rooms.
  - 2. A teacher's work area containing adequate working equipment, a telephone and supplies to aid in the preparation of instructional materials. This area will be maintained as a non teaching station. Any personal long distance calls will be paid for the individual placing the call.
- G. Teaching Load
  - 1. Elementary School – Sec. 3629 specifies that the school board must fix the duty hours for full time teachers so that no teacher will be assigned continuous duty in excess of five (5) hours. When the duty hours are in excess of five (5), a period of at least thirty (30) minutes must be free from duties of any nature and it must be scheduled so far as practicable during the hours normally allowed for pupils' lunch periods.
- H. A liaison committee will be established, which consists of at least six (6) members (One Board member plus the Board President, 3 teachers elected annually by the Association Membership, and the Superintendent). This committee will meet upon the request of any of the representatives do discuss current school problems and practices, common goals and problems, long term plans, curriculum strategy, and philosophy of education. There will be no more than three (3) meetings per semester unless otherwise agreed to by all parties. This is in no way to restrict any other means of communication heretofore used or deemed necessary by the Board, Administration or Association.
- I. In the event that the Board is contemplating the construction or renovation of classrooms or instructional facilities or change in program, those professional employees involved will be notified as soon as possible and will be given opportunity to participate in the planning.
- J. Teacher and non-teaching staff members that must drive personal vehicles on school business will be compensated at the current I.R.S. rate per mile on a monthly basis.

- K. Each teacher will have at least thirty (30) minutes per school day for the planning and preparation of lessons. This is in addition to the teacher's duty free lunch period.

## **ARTICLE VI**

### **STAFF AND PROGRAM REDUCTION**

In the event that the Board of Education plans any reduction in the present staff and/or programs, the Association will be notified in writing the day following the meeting at which recommendations are made to the Board of Education. The Board of Education will defer action on the recommendations until the next regularly scheduled meeting. The Association will have the opportunity to present its recommendation concerning the proposed reduction in professional staff or programs on or before the date the Board of Education will take action in the subject.

## **ARTICLE VII**

### **TEACHER EVALUATION PROCEDURE**

- A. Purposes: The chief purpose of the evaluation of the teacher staff shall be (a) to maintain the best qualified and competent staff available, and (b) to promote its continuing development. To further these purposes, the supervisory staff responsible for teacher evaluation acknowledges the right of the teacher to:
  - 1. know how well he/she is performing the duties and responsibilities of his position;
  - 2. know the areas where improvement is needed;
  - 3. have candid appraisal of his/her work;
  - 4. discuss his/her evaluation reports with his/her supervisor;
  - 5. seek and receive supervisory assistance where needed.
- B. Procedures:
  - 1. All formal evaluation of a teacher shall be conducted openly and with full knowledge of the teacher.
  - 2. At an appropriate time early in the school year and before a formal is made, the purpose and procedures for teacher evaluations as herein provided will be reviewed with the teachers by the Administrator. A similar review will take place with a teacher hired during the school year shortly after employment.

3. The number of formal evaluation will vary according to the individual teacher's tenure status and the factors related to his growth. A teacher's request for additional formal or informal evaluations should be honored.
4. In any event, each probationary teacher will be formally evaluated at least three (3) times the first year, twice the second year, and once the third year, and all other teachers will be formally evaluated at least once a year. Required classroom evaluation shall be spaced at least thirty (30) calendars apart.
5. Each formal evaluation will be preceded by a pre-conference at which the teacher's plans for the lesson are to be discussed, unless waived by mutual consent of the teacher and administrator on a case-by-case basis.
6. Written reports of formal evaluations are to be signed by both the evaluator and the teacher at a conference normally held within five (5) working days of the evaluation. Whenever possible the conference should be held at the same or next day as the evaluation. The teacher's signature does not necessarily indicate agreement with the evaluation. It only indicates that a conference was held and the teacher has seen a copy of the evaluation. The teacher may file a written comment on the evaluation and this will be attached to the evaluation and become part of his or her own personal file.
7. It is recommended that all formal classroom evaluations cover a complete lesson or class period.

## **ARTICLE VIII**

### **EMPLOYEE PERONAL FILE**

All data maintained by the District on individual teachers and non-teaching staff members relative to employment, promotion, discipline, evaluation and all other job related matters, exclusive of confidential references and communications received in connection with the initial employment shall be placed in a single file and maintained in the Superintendent's Office.

A teacher and non-teaching staff member shall have the right to inspect, copy, photocopy, or photograph the contents of his/her file during business hours. The teacher shall reimburse the District for copying costs. He/she shall be entitled to have a personally selected representative accompany him during such review.

Any material of a derogatory nature will be brought to the teaching or non-teaching employee's attention prior to filing. Upon examination of the material, the employee will be considered insubordinate if he or she fails to affix his or her signature on the actual copy to be kept with the express understanding that such signature merely signifies that he or she has examined the material. Such signature does not necessarily indicate

agreement with the material. Any article an employee believes to be inaccurate or unjustified may be carried to grievance procedure for final determination if desired. If material is determined to be unjustified or inaccurate by both the employee and the administration, whether by grievance or other means, it shall be removed.

Any teacher or employee has the right to rebut, explain and comment upon any material in his/her file and such statement shall be appended to the appropriate item(s) in the file.

No anonymous (of unknown authorship or agency) material shall be placed in a teacher's personal file or non-teacher's personal file.

No material in the file shall be forwarded to any agency, organization, prospective employer or other party without the knowledge of the teacher or non-teacher.

## **ARTICLE IX**

### **ASSOCIATION BUSINESS**

- A. Solicitation of membership and activities concerned with the internal management of the union will be restricted to the following:
  - 1. Before and after duty hours.
  - 2. During unassigned periods (all parties involved)
- B. At the request of the Association, the administration will provide, where available, an adequate room for Association Meetings.
- C. The Association will have use of school equipment subject to requirements of law. the Association agrees to reimburse the Board for any District supplies it uses.
- D. The Superintendent will provide the Association with a copy of the minutes of all Board of Education meetings no later than two (2) weeks after approval of the minutes. A copy of the Board meeting agenda will be provided to the Association prior to each meeting. Upon written request to the Superintendent, stating items to be discussed, the Association will be placed on the Board meeting agenda.
- E. A representative of the Association will be granted leave with pay for the purpose of:
  - 1. attending the NYSUT Representative Assembly with a maximum of two (2) days for one delegate.
  - 2. attending NYS Retirement System Conference or a special activity of the New York State United Teachers with a maximum allowance of one (1) day per year.

## **ARTICLE X**

### **JUST CAUSE DISMISSAL**

No teacher or non-teaching employee shall be dismissed, reprimanded, reduced in rank or compensation, or deprived of any other professional advantage except for just cause. Just cause dismissal does not apply to staff reduction. (Documentation reviewing an incident involving any teacher/non-teaching staff member must be filed with the Superintendent's office before any action can take place.)

## **ARTICLE XI**

### **PAID AND UNPAID**

#### **A. Sick Leave**

1. Each teacher will be entitled to twelve (12) sick leave days per school year, cumulative to a total of one hundred eighty (185) days.

Sick leave may be used for the following reasons:

##### **A. Personal illness, physical or mental**

##### **B. Up to three (3) days may be used for:**

1. Death in the immediate family. Immediate family being defined as spouse and children, parents, brother or sisters of either spouse.
2. Illness of a member of the immediate family requiring the care and services of the employee, immediate family being defined as parents, children and spouse of the employee.

Additional days may be granted upon request to the Board.

The Board of Education requires a doctor's certificate for any illness of five (5) or more continuous days of leave.

Teaching or non-teaching employees requesting sick leave must notify the Superintendent's representative by phone at least by 6:00 a.m. each day of sickness so as to allow sufficient time to obtain the services of a substitute.

Personal days may be substituted for sick days in the event that sick leave is used and personal leave is not.

#### **B. Personal Leave Days**

1. Each teacher will be entitled to three (3) personal leave days per school year.

Personal days will be used to conduct affairs which cannot be conducted outside the normal work day.

2. Any unused personal leave days shall be converted to sick leave days and shall accumulate under the limits of that provision.
3. Teachers or non-teaching employees must secure permission of the Superintendent at least one (1) day in advance of day requested.
4. Not more than two (2) teachers will be granted personal leave at the same time. This will be on a first come, first serve basis.
5. Part time employees will receive personal leave in proportion to the number of days worked each year.

#### C. Professional Leave

##### 1. School Visitation

Visitation Leave: Upon recommendation of the Superintendent and approval of the Board, each teacher may be granted one day per school year to visit other schools to improve instructional techniques or professional abilities through observation and by interaction with other teachers.

#### D. Child Bearing and Child Rearing Leaves

##### 1. Child Bearing Leave

- A. Disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, are, for all job related purposes, temporary disabilities and shall be treated as such under any health or sick leave provision of this agreement. The Board may require a physician's certificate attesting to the period of disability. During a period of disability, the teacher shall, at her option, be entitled to the use of any accrued sick leave.
- B. A teacher or non-teacher may resume her duties upon certification by her physician that she is capable of resuming her normal teaching or non-teaching duties.
- C. A temporary disabled teacher or non-teacher utilizing this section, and who exhausts her accrued sick leave prior to returning to work, shall automatically go on leave-of-absence without pay, for the duration of the disability.
- D. Bargaining unit members whose pregnancies are terminated by reason of abortion, miscarriage, or stillbirth shall be permitted to return to employment upon certification by a physician that they are capable of resuming their normal duties.

## 2. Child Rearing Leave

Bargaining unit members will be granted unpaid child rearing leave after the birth or adoption of a child upon submission of a written application to the Superintendent. Child rearing leave may be granted for a period not exceeding two (2) years.

### E. Military Obligations

A teacher or non-teacher who is called into temporary active duty, not to exceed thirty (30) days, in any unit of the United State Reserves or New York State National Guard and cannot defer this obligation at a time when school is not in session, shall be allowed to leave with full pay as necessary in order to discharge such obligation.

Military leave will be granted to any teacher or non-teacher who is inducted in any branch of the armed forces of the United States. Upon honorable discharge and upon return from such leave, a teacher or non-teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of four (4) years.

### F. Extended Sick Leave

Any teacher or non-teacher whose personal illness extends beyond the period of accumulated sick leave may be granted leave of absence for a period of up to one (1) year without pay with approval of Board of Education.

### G. Jury or Court Related Duty

Teachers or non-teachers serving on jury duty shall be paid their regular salary during such time of service. The teacher or non-teacher shall reimburse the District the full amount of any additional payment made for jury service except for travel allowance granted. Such compensation during jury duty shall not be charged against the teachers' leave time or non-teachers' sick time.

### H. Return from unpaid leave

All benefits to which an employee was entitled at the time an unpaid leave of absence commenced, including accumulated sick leave, will be restored upon return to the District. Such employees will be assigned to the same position which was held at the time the leave of absence began, if available, or not, to a position in the same tenure area. (An employee who returns from a leave of absence will be placed on the same level of the salary schedule as when the leave commenced.)

### I For the purposes of this section, "leave" shall mean sick leave.

The District may monitor the teacher's leave records from time to time to determine that patterns of potential improper use of leave do not develop. The following procedure will be used by the District for all teachers in the Bargaining Unit.

1<sup>st</sup> Review- Should a teacher use ten (10) days of leave in a year, the District may review the leave record for patterns of leave use, such as leave being used with weekends, Holidays, Vacations or in conjunction with other leaves. If the District finds a pattern is present or leave usage is at an unreasonable level or past circumstances is a factor, then the teacher will be counseled and an explanation may be requested.

2<sup>nd</sup> Review – Should a teacher use fifteen (15) or more days of unscheduled leave in a school year, said teacher will be requested to provide verification for the usage to the District unless the teacher is hospitalized or under the care and orders of a Doctor not to report for work. Any leave used beyond fifteen (15) days in a school year which is not satisfactorily or medically verified may result in disciplinary action against the teacher.

## **ARTICLE XII**

### **PROFESSIONAL COMPENSTATION**

- A. Teachers or non-teachers will be placed on the salary schedule for the term of this agreement.
- B. Any teacher or non-teachers who meet the requirements listed under 1 or 2 will be granted increases in accordance with the existing salary schedule.
  - 1. Graduate courses which are required to be completed for 30 hours leading to permanent certification or a Masters Degree and meet the requirements of the New York State Teachers' Certification Division or an accredited University or College shall be paid for every credit hour satisfactorily completed.
  - 2. Teachers who are permanently certified or hold a Masters Degree shall receive extra pay for every graduate course completed which meets one of the three conditions listed below:
    - A. Lead to a specific degree or specific goal in administration, supervision, guidance with the approval of the Superintendent. If disapproved by the Superintendent written reasons will be provided.
    - B. Are in the field of the teacher's assigned classroom instruction.
    - C. Are recommended by the Superintendent as courses which will upgrade the performance of the teacher.
  - 3. Any adjustment to the salary will take place either with the first payroll in October or the first payroll in February.



- C. When advance approval has been given by the Superintendent, teacher(s) will be reimbursed for expenses associated with in service course registration and transportation from the Putnam Central School or the employees home to the location where the course is being offered whichever is less.
- D. All regularly employed part time teachers will be paid a proportionate amount of the salary they would be making if they were employed five (5) days per week. This amount will be determined by the fraction of the week for which they are employed.
- E. The salary schedule is the base of a ten-month school year. Teachers required to work more than ten months per year shall be paid at the rate of 1/200<sup>th</sup> of their salary for each day (not to exceed 1/10 in any month) or 1/10<sup>th</sup> for each month of service over ten months as may be applicable.
- F. The Board and the Association recognize that students absent from school and requiring home tutoring, are entitled to the best professional tutoring which can be arranged. Ideally, the very same teacher of the youngster in class should be the one to tutor. If this cannot be arranged, an effort to secure a member of the staff in the same grade level (elementary) or department (secondary) should be made. The rate of compensation for Home Tutoring shall be \$21.00 per hour.
- G. Salary Payment: All teachers are paid every two (2) weeks with payment on the last working day of each pay period. A teacher may request 26 pay periods or 21 pay periods. Those requesting 26 will be paid six (6) payments on the last pay day in June. Any teaching done outside the school year is at the rate of 1/200<sup>th</sup> of the school year salary.

## **ARTICLE XIII**

### **HEALTH INSURANCE**

- A. The Putnam Central School district will offer an annual incentive payment to waive healthcare insurance coverage provided by the District for any teacher who is covered by another health insurance plan provided by another employer or a spouses' health insurance plan. Proof of health insurance must be provided to the District. The annual incentive payment will be \$300.00
- B. The incentive payment will be in (2) equal installments. The first payment will be made on the pay period immediately following January 1<sup>st</sup> of each year. The second payment will be made on the last pay date of the school year.
- C. The incentive payment, if applicable, will be prorated as to the amount of time remaining in the school year based on the number of pay periods remaining. For any separation agreements, incentive payment is discontinued upon notice to or from the District.

D. The incentive payments, in Section A and B above, will be applicable provided that the employee signs a waiver, with conditions of reinstatement indicating that until such time that conditions change, wherein the employee's spouse is no longer eligible to be covered under another health insurance plan, the employee receiving the incentive will not participate in the District's plan.

E. Participants will co-pay insurance as follows:

a. Teachers:

2009-10	Single Plan 10% of premium	Married Couple and/or Family Plan 10% of premium
2010-11	Single Plan 10% of premium	Married Couple and/or Family Plan 10% of premium
2011-12	Single Plan 10% of premium	Married Couple and/or Family Plan 10% of premium

b. Custodian:

2009-10	Single Plan 6.5% of premium	Married Couple and/or Family Plan 6.5% of premium
2010-11	Single Plan 6.5% of premium	Married Couple and/or Family Plan 6.5% of premium
2011-12	Single Plan 6.5% of premium	Married Couple and/or Family Plan 6.5% of premium

c. Teachers' Assistant:

2009-10	Single Plan 6.5% of premium	Married Couple and/or Family Plan 6.5% of premium
2010-11	Single Plan 6.5% of premium	Married Couple and/or Family Plan 6.5% of premium
2011-12	Single Plan 6.5% of premium	Married Couple and/or Family Plan 6.5% of premium

d. Teachers' Aide:

2009-10	Single Plan 6.5% of premium	Married Couple and/or Family Plan 6.5% of premium
2010-11	Single Plan 6.5% of premium	Married Couple and/or Family Plan 6.5% of premium
2011-12	Single Plan 6.5% of premium	Married Couple and/or Family Plan 6.5% of premium

Should the District voluntarily decide to change health insurance plans, it will first negotiate that change before any alterations takes place.

F. Retiree Health Insurance

1. Teachers and staff (TA, Aides, custodial) will all pay the same percentage as an active employee in their area/job classification upon retirement as long as the employee has accrued 10 concurrent years of service in the District for current employees and 15 years for anyone hired after June 30, 2009. Also, employees are only eligible for this retirement insurance rate if they retire in the first year in which they are eligible under

New York State Retirement Rules and Regulations. Anyone not retiring at the end of the year in which they are eligible will pay 35% of their health insurance. Current employees eligible to retire have until 6/30/2010.

2. Retirees will be covered under the District health insurance plan for active workers until they reach age 65. At that time they will only be eligible for the District's Medicare plan. This is currently a Blue Cross /Blue Shield plan, but similar to the District's active worker plan is subject to Community Rating procedures. The employee is required to pay Medicare Part B premium as well as the percentage of an active employee.

## **ARTICLE XIV**

### **DUES DEDUCTION**

- A. The School District agrees to deduct from the salaries of teachers and non-teachers dues for the Putnam Employees' Association and affiliates as said employees individually and voluntarily authorizes the School District to deduct and transmit the monies promptly to the Putnam Employees' Association. The teachers' and non-teachers' authorization will be in writing by uniform card furnished by the Association. the School District is not responsible for deductions of dues of a teacher or non-teacher who resigns, retires, or otherwise leaves the employment of the District.
- B. The Association will certify to the Superintendent, in writing, the current rate of its membership dues and it will give the School District thirty (30) days' written notice prior to the effective date of such change.
- C. Deductions referred to in Paragraph A above will be made in twenty (20) equal installments. The School District will not be required to honor deductions that are delivered to it later than fifteen (15) days prior to the distribution of the payroll from which deductions are to be made. In such case, deductions will be made in equal installments from the remaining pay periods.
- D. The School District will notify the Association monthly of any changes by photocopy of corrected list. Any teaching or non-teaching employee having the School District discontinue deduction she has previously authorized, must notify the Superintendent and the Association, in writing, at least fifteen (15) days prior to said change.
- E. The district shall check off and submit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the district. The District shall remit to the NYSUT Benefit Trust, on a timely basis, the payments deducted and shall furnish the plan and the bargaining agent with a list of all employees from whose salaries such deductions have been made.

The NYSUT Benefit Trust assumes responsibility for the proper withholding of funds from NYSUT Members and Agency Fee Payers and shall save harmless the school district for liability arising out of the withholding or lack of withholding of such funds

for the purpose of paying for those benefits secured to Members and Agency Fee Payers by the Trust, unless such withholding upon which liability is predicated is the Result of a criminal act or acts on the part of the school District.

- F. The District agrees to deduct from salaries of bargaining unit members an amount of money that said members individually and voluntarily authorize the School District to deduct and transmit such monies promptly to NYSUT VOTE/COPE. The bargaining unit members authorization shall be in writing by a uniform card furnished by the Association.

The Putnam Teachers Association assumes responsibility for the proper withholding of funds from NYSUT members for VOTE/COPE and shall save harmless the school district for liability arising out of the withholding of lack of withholding of such funds unless, such withholding upon which liability is predicated is the result of a criminal act or acts on the part of the school District.

As required by law, the District upon forwarding monies to VOTE/COPE will provide:

1. Names of contributors
2. Amount of each listed contributor's contribution
3. Contributor's Social Security number.

## **ARTICLE XV**

### **MISCELLANEOUS PROVISIONS**

- A. It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementations by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given approval.
- B. This agreement shall be binding upon the Putnam Central School District Board of Education and must be ratified by any school district into which this district may be annexed, consolidated, merged or centralized, unless otherwise agreed to by the Putnam Teacher's Association, as a condition of annexation. As a further condition of annexation, merger, consolidation or centralization, all employees presently employed by this district shall be offered a position in any annexed, merged, consolidated or centralized district based upon their existing seniority rights as determined by their employment with the Putnam Central School. The District and the Association agree to follow all New York State laws as it pertains to merger, centralization and annexation.
- C. Right to join or not to join: It is further recognized that personnel have the right to join, or not join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

Right of minorities and individuals: The legal rights inherent in the State School Code and in the rulings and regulations of the Commissioner of Education affecting teaching personnel are in no way abridged by this agreement.

## ARTICLE XVI

### DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2009 and shall continue in effect through June 30, 2012, or until a successor agreement becomes effective.

DATED: October 5, 2009

SCHOOL DISTRICT:

*Michelle Brubaker*  
SUPERINTENDENT OF SCHOOLS

EMPLOYEES' ASSOCIATION

*Jean P. McIntyre* <sup>VP</sup>  
LOCAL PRESIDENT

**APPENDIX A**

**PUTNAM CENTRAL SCHOOL  
TEACHING SALARY SCHEUDLE  
2009-2010**

<b>2009-10</b>	<b><u>Step</u></b>	<b><u>BS</u></b>	<b><u>BS+15</u></b>	<b><u>BS+30</u></b>	<b><u>MS</u></b>	<b><u>MS+30</u></b>
	1	36720	37965	39278	39724	40749
	2	37498	38801	40143	40598	41646
	3	38234	39561	40931	41394	42463
	4	38983	40337	41733	42206	43295
	5	39489	40844	42239	42710	43800
	6	39995	41352	42745	43215	44305
	7	40502	41859	43250	43720	44810
	8	41008	42366	43756	44225	45315
	9	41514	42874	44263	44730	45820
	10	42019	43381	44770	45235	46323
	11	42523	43889	45276	45741	46830
	12	43028	44397	45782	46247	47336
	13	43534	44903	46287	46754	47842
	14	44040	45410	46793	47259	48347
	15	44543	45916	47298	47764	48853
	16	45048	46422	47801	48268	49357
	17	45555	46928	48308	48773	49863
	18	46061	47436	48814	49278	50367
	19	46566	47942	49317	49783	50874
	20	47071	48449	49825	50292	51380
	21	48589	49965	51341	51807	52896
	22	50105	51481	52857	53326	54415
	23	51624	53000	54379	54843	55932
	24	53141	54516	55894	56362	57450
	25	54662	56034	57411	57878	58967
	26	56174	57551	58928	59395	60485
	27	57694	59071	60447	60541	62003
	28	59211	60589	61964	62058	63521
	29	60728	62103	63481	63947	65036
	30	62246	63621	64998	65465	66554
	31	63764	65140	66516	66983	68073
	32	65281	66658	68035	68502	69592
	33	66798	68175	69553	70019	71107
	34	68317	69694	71066	71538	72624

## APPENDIX A

### PUTNAM CENTRAL SCHOOL TEACHING SALARY SCHEUDLE 2010-2011

2010-11

<u>Step</u>	<u>BS</u>	<u>BS+15</u>	<u>BS+30</u>	<u>MS</u>	<u>MS+30</u>
1	37454	38725	40064	40518	41564
2	38248	39577	40946	41410	42478
3	38998	40352	41749	42222	43312
4	39763	41144	42568	43050	44161
5	40279	41661	43084	43565	44676
6	40795	42179	43600	44080	45191
7	41312	42696	44115	44595	45706
8	41828	43213	44631	45110	46221
9	42344	43731	45148	45625	46737
10	42859	44248	45665	46140	47250
11	43373	44766	46181	46656	47767
12	43888	45284	46697	47172	48283
13	44404	45802	47212	47689	48799
14	44920	46319	47728	48204	49314
15	45434	46835	48244	48719	49830
16	45949	47351	48757	49234	50344
17	46466	47867	49274	49749	50860
18	46982	48385	49790	50264	51374
19	47497	48901	50303	50779	51891
20	48012	49418	50821	51298	52408
21	49560	50964	52367	52843	53954
22	51108	52511	53915	54392	55503
23	52657	54060	55467	55940	57050
24	54204	55606	57012	57489	58599
25	55755	57154	58559	59035	60147
26	57298	58702	60107	60582	61695
27	58848	60253	61656	61752	63243
28	60395	61801	63203	63299	64791
29	61942	63345	64750	65226	66337
30	63490	64894	66298	66774	67885
31	65040	66443	67847	68323	69434
32	66587	67991	69396	69872	70983
33	68134	69538	70944	71419	72529
34	69683	71087	72488	72968	74076

## APPENDIX A

### PUTNAM CENTRAL SCHOOL TEACHING SALARY SCHEUDLE 2011-2012

2011-12

<u>Step</u>	<u>BS</u>	<u>BS+15</u>	<u>BS+30</u>	<u>MS</u>	<u>MS+30</u>
1	38203	39499	40865	41329	42395
2	39013	40368	41765	42238	43328
3	39778	41159	42584	43066	44178
4	40558	41967	43419	43911	45044
5	41085	42494	43946	44436	45569
6	41611	43022	44472	44961	46095
7	42138	43550	44997	45487	46620
8	42665	44077	45524	46012	47145
9	43191	44606	46051	46537	47672
10	43716	45133	46579	47062	48195
11	44241	45662	47105	47589	48722
12	44766	46190	47631	48115	49249
13	45292	46718	48157	48643	49775
14	45819	47245	48683	49168	50300
15	46343	47771	49209	49693	50827
16	46868	48298	49732	50218	51351
17	47396	48824	50260	50744	51877
18	47922	49353	50786	51269	52401
19	48447	49879	51309	51794	52929
20	48973	50406	51838	52324	53456
21	50552	51983	53415	53900	55033
22	52130	53561	54993	55480	56613
23	53710	55141	56576	57059	58191
24	55288	56718	58152	58639	59771
25	56870	58297	59730	60216	61349
26	58444	59877	61309	61794	62929
27	60025	61458	62889	62987	64508
28	61603	63037	64467	64565	66087
29	63181	64612	66045	66530	67664
30	64760	66192	67624	68109	69243
31	66340	67772	69203	69690	70823
32	67918	69351	70784	71270	72403
33	69496	70929	72363	72848	73980
34	71077	72509	73938	74428	75558



## APPENDIX C

### CUSTODIAN PUTNAM CENTRAL SCHOOL 2009-2012

1. Three (3) weeks of vacation time - formal
2. Three (3) paid personal days
3. Twelve (12) sick days accruable to one hundred eighty five (185) days
4. Employment period (12 months)
5. Legal Holidays (according to National Calendar)

- 5.1 Columbus Day
- 5.2 Veteran's Day
- 5.3 Thanksgiving Vacation (Thursday only)
- 5.4 Memorial Day
- 5.5 Washington's Birthday
- 5.6 Christmas Vacation (1 day)
- 5.7 New Year's Day (1 day)
- 5.8 July 4<sup>th</sup>
- 5.9 Labor Day
- 5.10 Martin Luther King Day

All days taken or any substitutions made should be filed with the Superintendent's Office by written request. (Personal folder)

6. When school is not in session during regular vacation periods the custodian must be present for his eight (8) hour day unless he is on vacation/personal/sick time as authorized by the Superintendent.
7. Compensatory Time:  

During the months when the furnace is in operation, the custodian must check the building on Saturdays and Sundays. The custodian will be granted one hour of time away from his regular work day for each day he must complete with the above request. Each incident must be reported with the Superintendent's Office and recorded in the custodian's personal folder. If the custodian must be away during the above mentioned period, the Superintendent should be notified of each incident in reference to this type of arrangement. The Superintendent and custodian should have this in writing for the custodian's personal folder. (This time may be used at the discretion of the Superintendent of Schools.)
8. For any hours worked beyond forty (40) hours per week, the custodian will be paid at a rate equivalent to one and one-half times the hourly rate as determined from the annual salary.

9. Annual salary will be as follows:

<b>Step</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>
1	20,275.	20,680.	21,094.
2	20,781.	21,197.	21,621.
3	21,189.	21,613.	22,046.
4	21,605.	22,037.	22,477.
5	22,231.	22,676.	23,129.
6	22,920.	23,379.	23,846.
7	23,620.	24,093.	24,574.
8	24,542.	25,033.	25,534.
9	25,464.	25,974.	26,493.
10	26,387.	26,915.	27,453.
11	27,309.	27,856.	28,413.
12	28,232.	28,796.	29,372.
13	29,154.	29,737.	30,331.

## **APPENDIX D**

### **TEACHING ASSISTANT PUTNAM CENTRAL SCHOOL 2009-2012 School Years**

1. Full-Time Teaching Assistant(s) will receive the same benefits as Teachers (i.e. Paid and Unpaid Leaves, Health Insurance). Part-Time Teaching Assistant(s) who work less than full-time but equal to or more than the normal work day will receive pro-rated benefits and will pay a pro rated portion of Health Insurance: the amount of compensation will be prorated. Teacher Assistants who work less than one-half (1/2) the normal work day will not be entitled to the benefits but the amount of compensation will be prorated.
  
2. Teacher(s) and/or representative(s) of the Association will provide the District with input into the development of a Job Description for Teaching Assistant(s). The District and representative(s) from the Association will mutually develop any training necessary for the Teaching Assistant.

3. Annual salary will be as follows:

<b>STEP</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>
1	12,761.	13,016.	13,277.
2	13,073.	13,335.	13,602.
3	13,330.	13,597.	13,869.
4	13,592.	13,863.	14,141.
5	14,413.	14,701.	14,995.
6	15,273.	15,579.	15,891.
7	16,140.	16,463.	16,793.
8	17,100.	17,442.	17,791.
9	18,061.	18,422.	18,791.
10	19,021.	19,401.	19,789.
11	19,982.	20,381.	20,789.
12	20,942.	21,360.	21,788.
13	21,905.	22,343.	22,789.

## **APPENDIX E**

### **TEACHER AIDE PUTNAM CENTRAL SCHOOL 2009-2012**

1. Any Aide working 5 hours or more a day (based on 180 days) will be eligible to receive health insurance at the designated rate.
2. The aide will receive two (2) personal days. These days are non accruable.
3. The Aide will receive six (6) sick days per year accruable to forty (40).
4. The Aide will be paid according to the following schedule:

<b>STEP</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>
1	6.95	7.11	7.27
2	7.12	7.28	7.45
3	7.25	7.42	7.59
4	7.40	7.57	7.74
5	7.87	8.05	8.23
6	8.33	8.52	8.71
7	8.79	8.99	9.20
8	9.25	9.46	9.68
9	9.71	9.93	10.16
10	10.18	10.41	10.65
11	10.64	10.88	11.13

## APPENDIX F

### FOOD SERVICE WORKER PUTNAM CENTRAL SCHOOL 2009-2012 School Years

1. The Food Service Worker will receive three (3) sick leave days a year, accruable to twenty (20) days.
2. The Food Service Worker will receive a minimum of two (2) hours pay each day, when required to work.
3. The Food Service Worker will be paid according to the following schedule:

<u>STEP</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
1	7.38	7.53	7.68
2	7.56	7.71	7.86
3	7.71	7.87	8.02
4	7.86	8.02	8.18
5	8.32	8.49	8.66
6	8.78	8.96	9.14
7	9.24	9.43	9.61
8	9.71	9.90	10.10
9	10.17	10.37	10.58
10	10.63	10.84	11.06
11	11.09	11.31	11.54

## APPENDIX G

### Extra Curricular Compensation

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Newsletter	800.00	850.00	875.00
Yearbook	1,000.00	1,100.00	1,200.00
Chapter I	895.00	900.00	905.00

The District will free up time during the school day for the Chapter I Assistant to work on the duties associated with that position.

## APPENDIX H

### Addendum – IRS 125-c Flexible Benefits Plan

1. IRS Section 125c Flexible Benefits Plan  
The District shall establish an IRS Section 125c Flexible Benefits Plan which include the following components:
  - A. Premium Contribution Account
  - B. Unreimbursed Medical Expense
  - C. Dependent Care Expenses