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Employer Name: **Briarcliff Manor Union Free School District**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **456**

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BC / 8544

AGREEMENT

Between the

BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

and

LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

July 1, 2004 to June 30, 2009

RECEIVED

DEC 04 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

This agreement is entered into by and between the BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "Board" and/or the "District") and LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "Union") and will be in effect July 1, 2004 through June 30, 2009.

ARTICLE I RECOGNITION

The Union has, on March 26, 1997, been certified as the exclusive bargaining agent for the unit defined as all classified and unclassified personnel in the titles of Cleaner, Custodian, Custodial Workers, Building Maintenance Mechanic, Maintenance Laborer, Groundsman, Bus Driver and Head Custodian and/or any employees working for the District in combined titles (hereinafter referred to as "employee(s)") employed by the District either as full-time or part-time for more than twenty (20) hours per week. Excluded from the unit are all other employees, including per diem employees. The Union acknowledges that the District has and continues to employ independent contractors to perform work which is also performed by the members of the unit.

ARTICLE II DUES DEDUCTION

The District agrees that upon presentation of appropriate dues deduction authorization cards the District shall make deductions from the wages of an employee in an amount designated as membership dues by the Union and remit such deductions to the Union. Upon submission by the Union of documentation demonstrating that it has complied with the statutory requirements regarding agency fee, the District shall deduct such fee from the salaries of unit members in the same fashion as it deducts dues pursuant to authorization cards. The District acknowledges such submission has been made by the Union.

**ARTICLE III
UNION RIGHTS**

A. Bulletin Board. The Union shall have the right to post material on bulletin boards designated by the District for that purpose at employee work sites provided the material deals with the proper and legitimate business of the Union.

B. Shop Steward. The employee who is designated or selected as Shop Steward of the Union shall be permitted time from work in reasonable amounts for the purpose of adjusting grievances. However, before the Shop Steward leaves his/her regular job duties, permission shall be sought from the department supervisor. Said permission shall not be unreasonably withheld. The Shop Steward shall also notify the supervisor of any department which he/she may be officially visiting of his/her presence.

C. Visits. The attorney for the Union, the Secretary-Treasurer of the Union and the Union's designated agents shall have the right of visitation upon the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this agreement, provided, however, there shall be no interference with normal operations as a result of such visits. Such visits shall be preceded by notice to the Office of the Superintendent of Schools and shall conform to the entry requirements of the building.

D. Negotiations. Union Shop Steward and one (1) additional member of the bargaining unit, if working, shall be permitted time, with pay, to attend negotiations sessions with the District.

**ARTICLE IV
COMPENSATION - SALARIES**

Salaries for members of the bargaining unit are attached hereto as Appendix "A". All employees hired after the date of ratification of this agreement shall be due an annual salary as set forth for their title at "Step 1" of the salary schedule, or at such step as designated by the District upon initial employment, and shall be advanced one (1) step in the salary schedule on their anniversary date of hire until they reach "Step 7."

**ARTICLE V
WORK DAY - WORK WEEK**

A. Work Day. The work day for full-time employees shall be eight (8) hours per day as scheduled

by the District. Employees on the day shift shall receive a half (½) hour paid duty-free lunch and a fifteen (15) minute paid “work break” in the morning and afternoon. Night shift employees shall receive a one (1) hour paid meal period.

B. Night Differential. Employees who start their work day shift after 12 noon shall be entitled to a differential as follows:.

Effective 7/1/04	\$2,696.00
Effective 7/1/05	\$2,783.00
Effective 7/1/06	\$2,881.00
Effective 7/1/07	\$2,981.00
Effective 7/1/08	\$3,093.00

C. Part Time Employees. Part-time employees shall be entitled to an hourly rate of 1/2080th of the annual salary of a full time employee up to pay grade 5 in the title which they are working. Part-time employees who work more than twenty (20) hours per week are members of the Union bargaining unit.

D. Work Week. The work week shall be eight (8) hours per day for any consecutive five (5) day period for a total of forty (40) hours per week for full-time employees, with two (2) consecutive days off.

E. Call Back. Full time employees who are called back to work outside of their normal work day or work schedule shall be compensated at the overtime rate (time and one-half (1 ½)) for not less than four (4) hours pay and if the call back exceeds four (4) hours at the overtime rate for time actually worked.

F. Snow Removal.

1. Employees working on snow removal on a Saturday, Sunday, school vacation or holiday, shall be entitled to be excused after clean-up is complete and shall be entitled to overtime rate for time worked, or the minimum call-back payment, whichever is more.

2. If snow removal is on a regular work day but schools are closed, employees shall be entitled to be excused after cleanup is completed and shall be entitled to their normal day’s pay plus overtime for any time in excess of a normal work day.

G. Out-of-Title. Employees assigned in writing to perform the duties of a higher pay classification for five (5) consecutive work days shall be entitled to the rate of pay due that higher pay classification retroactive to the first day of such assignment.

**ARTICLE VI
EMPLOYEE BENEFITS**

A. Insurance. The District shall provide the following insurance benefits, without cost to the employee, except as specified and shall have the right, in its sole discretion, to change the plan of insurance at any time during and after this agreement, provided the new insurance plan provides benefits comparable to the benefits in effect for employees at the time of change:

1. Health insurance and dental insurance for employees and their eligible dependents and retirees and their eligible dependents. Employees shall contribute, through a payroll deduction, 5% of annual premium to the cost of family dental and health insurance and 5% of annual premium to the cost of individual health and dental insurance.
2. Employees who retire prior to June 30, 2009 and, on the date they retire, are entitled to and receive pension benefits from the N.Y.S.E.R.S., shall be entitled to 100% payment of premiums by the District.

Employees who retire after June 30, 2009:

<u>Years of Service</u>	<u>District Payment</u>
20 Years	100% of premiums
15 Years	75% of premiums
10 Years	50% of premiums
Less than 10 years	0% of premiums

To be eligible for payment by District, members must, on date of separation, be entitled to and receive pension benefits from the N.Y. State Employee's Retirement System.

3. Group Life Insurance in the amount of Fifty Thousand Dollars (\$50,000).
4. Long term Disability Insurance, with a sixty (60) day waiting period.

B. Sick Leave. Fifteen (15) working days per year with maximum accumulation up to two hundred twenty-five (225) days, effective July 1, 2006. Sick leave may be used for illness or injury of an employee or for the necessity to care for a member or the employee's immediate family and/or a family member residing in the employee's residence.

C. Vacation. In the first year of full-time employment: employed before May 1, - 5 work days; second and third years of employment - 10 work days. After three years of employment - 15

work days; after ten years of employment - 20 work days. To be eligible for vacation, an employee shall submit a vacation schedule between June 1 and June 15 setting forth his or her vacation plan for the next school year. Employees who work less than thirty (30) hours but more than twenty (20) hours per week shall be entitled to annual paid vacation as follows:

- After 5 continuous years of service - 2 work days
- After 10 continuous years of service - 4 work days
- After 15 continuous years of service - 6 work days

Vacation days may be taken any time during the fiscal year upon written approval of immediate supervisor and after submission of a "Request for Vacation Form" submitted to and approved by the Assistant Superintendent for Business, who, in his discretion, shall make final determinations over the appropriateness of the vacation request taking into consideration the best interests of the employee and the District. It is understood that some vacations will be scheduled during the school year. To the extent possible, the District will resolve conflicting vacation requested based upon the seniority of the employee. Each employee shall submit a vacation schedule between June 1 and June 15 setting forth his/her vacation plan for the next school year. No employee shall submit a plan calling for vacation for the two (2) weeks prior to the opening of school. Vacation days cannot be carried over from one fiscal year to the next without the written approval of the Assistant Superintendent for Business.

D. Holidays. The District shall publish a calendar for unit employees prior to the start of each new school year and shall designate at least fourteen (14) days as holidays. The District shall have the right to designate such additional days as holidays as, in its discretion, it deems appropriate.

E. Personal Leave. Starting with the first July of employment, employees shall be entitled to three (3) days of personal leave per year credited to employees on the first day of each fiscal year. Personal leave days may be used only for handling personal business and matters which cannot be transacted on weekends or after work hours. Requests for personal leave shall be submitted in writing to the Superintendent of Schools or his/her designee for approval at least one (1) day in advance of the anticipated absence except in cases of emergency. In cases of emergency, requests shall be made prior to the start of the work day if practicable. Employees hired during a fiscal year shall be entitled to a prorated portion of personal leave in their first fiscal year of employment. Unused personal leave shall be credited to the employee's accumulated sick leave.

F. Bereavement Leave. In case of death in the immediate family absences will be approved

without loss of pay from the time of death through the day of burial, but may not exceed five (5) days. Immediate family includes the employee's spouse, children, parents, parents-in-law, sisters, brothers, grandparents, grandparents-in-law or any person for whose financial or physical care the employee is responsible. In the event of the death of any other relative or relative-in-law, the employee shall be granted two (2) days absence, without loss of pay.

G. Retirement Plan. All employees of the bargaining unit will be covered by Section 75-I of the New York State Retirement System Pension Plan, unless specifically waived in writing.

1. The District has adopted and made available to employees the provisions of Section 41(j) of the Retirement and Social Security Law.

H. District Retirement Benefit. In conformity with the resolution of the Board of Education of April 7, 1986, the District shall provide a retirement benefit upon the following conditions:

- The employee has fifteen years or more of service in full-time assignment (30 hours per week or more)
- The employee is eligible for retirement under the New York State employees' Retirement System
- The employee gives written notice to District, one year in advance. This may be waived at District's option.
- Upon completion of the conditions the District shall pay to the employee upon employee's resignation date, one percent (1%) of average yearly contract salary over the last five years, times the number of years of service.

ARTICLE VII JURY DUTY

A. Notice. Notice of jury duty must be submitted to the Superintendent of Schools or his/her designee. The jury fee shall be returned to the District. Transportation reimbursement fees shall be retained by the employee. Jury duty will be served with no loss of pay.

B. Postponement. Employee shall request that his/her jury duty be postponed to a time when school is not in session. The parties recognize that the ultimate right to postpone jury duty rests with the court.

**ARTICLE VIII
SENIORITY**

An employee's seniority shall commence from the date of his/her full-time employment, i.e., thirty (30) or more hours per week.

**ARTICLE IX
PROMOTIONS**

Whenever there is a permanent or temporary opening in a non-competitive position within the bargaining unit, or whenever there is a new non-competitive position created by the District within the bargaining unit, the District shall post a notice of such opening for a period of not less than ten (10) work days. During this period, any employee of the bargaining unit interested in applying for the position shall send a written notice to the District of the employee's interest in said position. Applicants who are employees of the District shall be considered for the opening before outside applicants are considered. Nothing herein shall compel the District to hire current employees for such openings.

**ARTICLE X
DEFENSE OF EMPLOYEE**

The District shall make available for employees the protections under Section 18 of the Public Officers Law.

**ARTICLE XI
PERSONAL VEHICLE USE**

No employee shall be required to use his/her personal vehicle for District business. In the event an employee volunteers to use his/her own vehicle on District business and receives written approval from the District said employee shall be reimbursed at the then current I.R.S. rate per mile.

**ARTICLE XII
UNIFORMS**

The Board shall provide and maintain uniforms used by employees. Uniforms shall be replaced on an "as needed" basis.

**ARTICLE XIII
GRIEVANCE PROCEDURE**

A. Definition. A grievance is a complaint over a claimed misinterpretation, misapplication or violation of this agreement. It shall not apply to the exercise of a judgment which is conferred by law or by this agreement upon the District, any of its administrative officers, or the Board of Education. This procedure shall be the sole remedy for any claimed misinterpretation or misapplication or violation of any of the terms of this agreement. The time limitations set forth below shall be strictly construed and any failure to commence a grievance within the specified time period or to appeal to the next stage of the procedure shall be deemed a waiver of the grievance and the grievance shall abate. Time limits may be extended by the mutual agreement of the parties in writing.

B. Filing. A grievance may be filed by the Union on behalf of a member of the bargaining unit. A grievance shall be filed in writing and shall be signed by a Union representative or by the party for which the Union is filing the grievance. It shall include the name and position of the aggrieved party(s) and the identity of the provision(s) of this agreement upon which the grievance is based. It shall also include a statement of the underlying facts including dates, events or conditions which constitute the grievance, the identity of the party alleged to be responsible for causing the events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party or by the Union.

Procedure.

STEP 1. All grievances must be filed with the aggrieved employee's immediate supervisor and the School Business Administrator no later than thirty (30) days after the date upon which the alleged grievance arose. In the event that the employee's immediate supervisor and the Union cannot adjust the grievance a hearing shall be held before the district Business Administrator who shall make a written determination within ten (10) days after conclusion of the hearing.

STEP 2. In the event that a grievance is not adjusted between the District and the Union at Step 1, the Union may appeal to the Superintendent of Schools or the Superintendent's designee. Such appeal must be filed no later than fifteen (15) days after the receipt of the Step 1 disposition by the District Business Administrator. Any appeal to the Superintendent shall be in writing and shall include the written grievance filed in Step 1, the answer thereto, if any, and a statement from the appealing party for the reasons for the appeal. A hearing shall be held by the

Superintendent or the Superintendent's designee within fifteen (15) days after the filing of an appeal to Step 2. The Superintendent shall have fifteen (15) days after the hearing to decide the grievance. The decision shall be in writing.

STEP 3. If the Superintendent's determination does not resolve the grievance, the Union may appeal to the Board of Education. Such appeal must be filed no later than fifteen (15) days after receipt of the Step 3 disposition by the Superintendent, the Board of Education or a Committee thereof shall schedule a hearing on the grievance within twenty (20) days after the filing of an appeal at Step 3. The Board of Education or its committee shall have twenty (20) days after the hearing to decide the grievance. The decision shall be in writing.

STEP 4. If the decision of the Board of Education or its committee does not resolve the grievance, the Union may appeal by filing a Demand for Arbitration with the American Arbitration Association within twenty (20) days of receipt of the decision at Step 3. The selection of the neutral arbitrator shall be pursuant to the rules of the American Arbitration Association and the decision of the neutral arbitrator shall be final and binding. The cost and expenses of the neutral arbitrator shall be borne equally by the parties. Any other costs incurred by the parties shall be borne by the party incurring the costs. The arbitrator shall be without power or authority to make a decision which requires the commission of any act prohibited by law or which is violative of the terms of this agreement or is left by law or by this agreement to the discretion of the District or any of its administrative officers or the Board of Education.

ARTICLE XIV PROFESSIONAL SCHOOLS

The District, in its discretion, shall have the right to assign employees to attend any workshop, seminar, meeting or courses for the purpose of improving work performance, without cost to the employee. In the event that such workshop, seminar, meeting or course requires the employee to exceed the normal eight (8) hour day to attend including travel time, the compensation provisions of this Agreement shall apply.

**ARTICLE XV
BACKGROUND CHECKS**

A. Records Check. The District may, prior to hiring new employees, require the new hire to submit a background check which may include a criminal records check.

B. Required Disclosure. Employees who are arrested on felony and/or misdemeanor charges and/or alcohol related offenses, such as DWI, shall notify the Superintendent who shall keep the information confidential to the extent that it shall not be released to the public but this shall not prohibit the District from taking disciplinary action it deems appropriate.

**ARTICLE XVI
LONGEVITY**

Longevity will be paid to employees upon the completion of ten (10), fifteen (15) and twenty (20) years of employment, and upon a determination by the District, prior to each longevity payment, that the employee's work has been satisfactory. In the event an employee is denied an increment, the reasons for denial shall be in writing and if the employee feels the denial is not justified, shall be subject to the grievance procedure. Once an increment is received it cannot be withdrawn. Annual longevity payments to qualified employees will be paid based on the following schedule:

	7/1/04	7/1/05	7/1/06	7/1/07	7/1/08
Upon completion of 10 years	\$ 450	\$ 465	\$ 481	\$ 497	\$ 517
Upon completion of 15 years	\$ 900	\$ 929	\$ 962	\$ 996	\$1,033
Upon completion of 20 years	\$1,350	\$1,394	\$1,443	\$1,494	\$1,550

**ARTICLE XVII
LEGISLATIVE ACTION**

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 XVIII
DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2004, and continue in effect until June 30, 2009, but no salary or benefits shall be retroactive for anyone not in the District's employ on the date of the execution of this Agreement.

BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

By: James Wells

LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: Edward Cey S

DATED: 5/15/, 2007

APPENDIX A

7/1/04 7/1/05 7/1/06 7/1/07 7/1/08

<u>Custodial Worker:</u>	3%	3.25%	3.5%	3.5%	3.75%
1 - \$29,864	\$30,760	\$31,759	\$32,871	\$34,021	\$35,297
2 - \$31,055	\$31,987	\$33,026	\$34,182	\$35,378	\$36,705
3 - \$32,788	\$33,772	\$34,869	\$36,090	\$37,353	\$38,754
4 - \$35,235	\$36,292	\$37,471	\$38,782	\$40,140	\$41,646
5 - \$38,224	\$39,371	\$40,650	\$42,073	\$43,546	\$45,179
6 - \$41,507	\$42,752	\$44,142	\$45,687	\$47,286	\$49,059
7 - \$45,315	\$46,674	\$48,191	\$49,878	\$51,624	\$53,560

7/1/04 7/1/05 7/1/06 7/1/07 7/1/08

<u>Building Maintenance:</u>	7/1/04	7/1/05	7/1/06	7/1/07	7/1/08
1 - \$36,147	\$37,231	\$38,441	\$39,787	\$41,180	\$42,724
2 - \$37,874	\$39,010	\$40,278	\$41,688	\$43,147	\$44,765
3 - \$39,601	\$40,789	\$42,115	\$43,589	\$45,115	\$46,806
4 - \$41,327	\$42,567	\$43,950	\$45,488	\$47,080	\$48,846
5 - \$43,053	\$44,345	\$45,785	\$47,388	\$49,047	\$50,886
6 - \$44,800	\$46,144	\$47,644	\$49,311	\$51,037	\$52,951
7 - \$46,506	\$47,901	\$49,458	\$51,189	\$52,981	\$54,967

<u>Head Custodian Differential</u> \$4,261	\$4,389	\$4,531	\$4,690	\$4,854	\$5,036
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<u>Custodian Worker Over 25 Years</u> \$46,509	\$47,904	\$49,461	\$51,192	\$52,984	\$54,971
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Head Custodians shall be appointed, if a "Custodial Worker," (Appendix A-1), at the pay grade equal to their years of service with the District, but no less than pay grade 4 regardless of their years of service, plus the Head Custodian stipend, and plus night differential, (if applicable). New hires, for their first year, shall be paid at the rate of pay due a Custodial Worker at pay grade 4, plus the Head Custodian stipend and night differential, (if applicable). They then shall be increased in pay grade one (1) step each year.