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AGREEMENT

BY AND BETWEEN THE

IRVINGTON UNION FREE
SCHOOL DISTRICT

AND THE

CIVIL SERVICE
EMPLOYEES

ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO

CSEA

IRVINGTON UNION FREE
SCHOOL DISTRICT CUSTODIAL UNIT

WESTCHESTER COUNTY LOCAL 860

JULY 1, 2003-JUNE 30, 2006

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



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PREAMBLE

In order to comply with the provisions of Chapter 392 of the laws of 1967 (The Public Employees' Fair Employment Act) and encourage and increase harmonious working relationships, the Board of Education, Union Free School District, Town of Greenburgh, Irvington, New York (hereinafter referred to as the "Board") and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, (hereinafter referred to as the "Association") have agreed to the following:

ARTICLE I NEGOTIATION PROCEDURES

- A. The Board and the Association agree to negotiate in good faith in an effort to reach agreement in terms and conditions of employment (as defined in Public Employees Fair Employment Act) and in the determination of and administration of grievances arising out of such terms and conditions.
- B. All proposals for negotiations shall be submitted in writing by the Board or the Association no later than February 1, 2006. The Board shall not adopt any policies, rules or regulations on matters subject to negotiations under this Article without submitting them for negotiations to the Association.
- C. Negotiated agreement shall be reduced to writing and be signed by the Association and the Board. No agreement shall be signed until all negotiations are completed on all topics being negotiated.
- D. The meetings of the Board and Association will be private. If agreed, the two parties may issue a joint statement after each working session. If the two parties cannot agree upon such a statement either side may issue a statement on its own.
- E. After agreement has been reached on all agenda items, the Board and the Association will seek to agree upon a public statement. If a statement cannot be agreed upon at this point, each side will be free to issue its own statement.

If no agreement on negotiations is reached, or if no mutually acceptable statement on agreed negotiations can be found, then each party will have the right to issue its own statement.

ARTICLE II RECOGNITION OF NEGOTIATION UNIT

The Board of Education of Union Free School District No. 2, having determined that the Civil Service Employees Association, Inc. is supported by the majority of custodial staff members of the school district, hereby recognizes the above

Association as the exclusive negotiating agent for the Custodial and Maintenance Staff members of the district. Such recognition shall extend until the maximum period authorized by law. The Board agrees not to negotiate with any custodial and maintenance organization other than the aforementioned Association for the duration of this Agreement.

ARTICLE III DUES DEDUCTIONS

- A. The Board agrees to deduct from the salary of all employees who are members of the Association covered by this agreement CSEA dues of the local unit, Life Insurance and Sick and Accident Premiums for those who voluntarily and individually authorize the Board to deduct and to transmit these monies to the Association. Employees authorization shall be in writing and in a manner consistent with law.
- B. Deductions shall be made uniformly and consistently on each payday of the month. Funds thus collected shall be transmitted monthly to the Association.
- C. Employees who so desire may also have deductions for the CSEA Master Plan taken from their paychecks.
- D. Deductions authorized by an employee shall continue as authorized unless or until such employee notifies the Board as to his desire to discontinue or to change authorization in writing.
- E. Notification of discontinuance of deductions shall be in writing and signed by the employee and submitted to the Board in triplicate. Once copy shall be retained by the Board, one copy shall be forwarded by the Board to the Treasurer of the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, and one copy shall be forwarded to the Westchester Local 860 CSEA, 595 West Hartsdale Ave., White Plains, New York 10607.
- F. The Civil Service Employees Association assumes full responsibility for the disposition of the funds so deducted once they are turned over.

G. Agency Shop Fee

The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit shall have deductions made by the employer from the wages or salaries of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., an amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit the amounts so deducted, along with a listing of such employees, to

Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

ARTICLE IV
ORGANIZATION OF THE CUSTODIAL STAFF

The job classification for present custodial staff employees covered by this agreement shall be those listed below or as previously reported to the State Civil Service Commission. Additional titles may be added at the discretion of the Board of Education as the need arises. Job descriptions for each title shall be set forth with clear lines of responsibility and shall not be subject to change without formal hearings with the employees bargaining agent. Such job description shall be adopted hereto as Appendix B and become part of the agreement.

- A. Head Custodian
- B. Custodian
- C. Cleaners
- D. Custodian/Bus Driver
- E. Maintenance

ARTICLE V
BOARD ASSOCIATION RELATIONSHIPS

Section 1- Mutual Obligations:

- A. Neither the Board nor the Association, Members, representatives, agents or committee shall engage in subterfuge of any kind for the purpose of defeating or evading the terms of this agreement.
- B. There shall be no discrimination, interference, restraint, or coercion, by the Board or any of its officers or agents, against any employee because of membership in the Association and the Association, its members, its officers and its agents shall not coerce employees into membership in the Association.
- C. Upon ratification of this agreement, it shall be the obligation of the Board and the Association to loyally support this agreement, and to confine any adverse comments or criticisms to official meetings of their respective bodies.
- D. The Board and the Association shall so administer their obligations under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employees by reason of sex, nationality, race, creed or martial status.

Section 2- Board Obligations

- A. As vacancies occur or different job opportunities are opened in the school system and the Board deems it necessary to fill such vacancy or job openings, a notice will be posted that the vacancy or job opening exists.

Subject to the provisions of the Civil Service Law, employees shall have the first option to bid on such positions before outside help is considered. The employee shall submit his request for consideration to the Business Administrator and/or Superintendent. Selection of employee applicants will be based on seniority and qualification and may also include successfully passing a written and/or oral aptitude test or an actual performance test administered uniformly to all applicants.

- B. If it is impractical for the Board to recruit for a position at its then minimum salary and the Board has to increase the minimum salary of Steps 1, 2 or 3 increments, etc., of the salary grade of such position then when any such increase is made, all incumbents of such position who are receiving less than such new minimum salary shall have their salaries brought up to such minimum.
- C. If an employee is appointed to, reallocated to or promoted to a position with a higher scale, he or she shall be paid the lowest step in the higher scale which is not less than his or her present scale.
- D. The Board will provide three sets of uniforms to each employee once a year. In addition, the Board will provide 2 pair of coveralls, rain gear (boots & rain coats) plus sufficient breathing filters for each building.
- E. The Board agrees to furnish each new employee and all present employees with a copy of this agreement.
- F. The Board agrees that employees have the right to review their own personnel file and append an answer to any material placed therein.

No item will be placed in an employee's personnel file until it has been signed by the employee, unless the employee has failed to sign the item within 10 working days after the item has been submitted to the employee for signature. Signature means only that the employee has seen the item, not necessarily that he or she agrees with it. Submission for signature will be done by Certified Mail, Return Receipt, to the employee's address as listed in District records, unless the employee wishes to sign the item promptly upon in-person submission by an Administrator.

- G. In the event the District deems it necessary to involuntarily change the shift of an employee, consideration will be given, without limiting the managerial discretion of the District, to seniority, family obligations, personal hardships and the needs of the District.

Section 3- Association Obligations:

- A. The Association affirms that it does not assert the right to strike against the Board and agrees that it will not assist or participate in any strike or impose upon any of its members or others an obligation to assist or participate in any such strike.

- B. Adhering to the premises that duties and obligations come with rights and privileges, the Association agrees to do its utmost to see that its members perform their respective duties in the school system loyally, efficiently and continuously under the terms of the Agreement. The Association and its members will use their efforts to protect the interests of the school and the community, to conserve its property, protect the pupils and give service of high quality.

Section 4- Board's Rights

- A. The parties agree that all items discussed during negotiations leading to this agreement will not be reopened during the life of this agreement except as specified in this contract.

- B. Management of the School District
The Union agrees that the management of the School District and the direction of the working force in their normal duties shall be the sole discretion and is the sole responsibility of the Board, and agrees that all management rights (except as specifically limited by any of the provisions of this Agreement) are reserved to the Board, including among others, the right to hire new employees in accordance with the Civil Service Law, to promote, transfer, to discipline for just cause, or suspend for just cause, or discharge for just cause consistent with Civil Service Law, to assign work, to schedule employees' scheduled work week or the working hours thereof, to classify employees, to reclassify employees, to lay off employees because of lack of work. The Union further agrees that the enumerated management rights and powers shall not be deemed to exclude other management rights and powers not specifically enumerated herein.

Section 5- Association Rights

- A. The president of the Westchester Local 860 of the Civil Service Employees Association, Inc. or his designated agent, or the designated field representative, shall have the right to visit facilities of the employer for the purpose of adjusting grievances.

- B. Duly authorized representatives of the Association shall be permitted to transact official Association business directly related to the administration of this Agreement on school property during the work day, but at reasonable times and in a reasonable manner that shall not interfere with or interrupt work of the individual duties and responsibilities of such representatives as school employees.

The Association shall certify to the Board the names of its authorized representatives and the staff field representatives and the area in which their

representation is effective. Should such a representative not be available at a time when his services are required, an alternate designee may be named.

- C. All Association members shall be allowed one (1) hour of work time a month for Association meetings which are to be held on or after 2:00 P.M. and shall be allowed the use of a district building to conduct such meeting.
- D. The Association shall have the right to post notices and other communications dealing with proper and legal Association business on bulletin boards maintained on the premises and facilities of the Board reserved in an acceptable place in each building for the exclusive use of the Association. These boards shall be paid for by the Association.
- E. The President of the Association will be notified of all new employees and will have the right to inform such employees of the Union and available benefits and to distribute relevant materials.
- F. The President of the Association or his designated alternate may be given up to two days off with pay in any year to attend CSEA conventions.

ARTICLE VI **SENIORITY AND TENURE**

Section 1

Seniority will be based as specified in the Civil Service Law. The Board will maintain a current seniority list of its personnel on a district wide basis. This list will be used to determine job openings, reduction in the work force and in any other area where seniority has a bearing on the issue.

Section 2

Upon completion of a probationary period of six (6) months, which may be extended to one (1) year at the District's discretion upon two (2) weeks notification to the employee, all non-competitive and labor class employees shall be afforded the same rights as competitive employees under Section 75 of the Civil Service Law as it relates to removal and/or suspension. During such probationary period, the employment of the probationary employee may be terminated at any time by the Board in its discretion.

ARTICLE VII **WORKDAY-WORKWEEK**

- A. The work week for the day shift of Head Custodian, custodians, cleaners and maintenance shall consist of forty (40) hours per week, eight (8) hours per day, Monday through Friday, including a half (1/2) hour for lunch.

- B. The work week for those working the night shift, of custodians and cleaners, shall consist of 37 ½ hours per week, 7 ½ hours per day, Monday through Friday, including a half (1/2) hour for lunch.

For the purpose of distributing overtime, a list will be established by seniority to include all employees in the bargaining unit. This list will only be used if there are no employees who agree to volunteer for a particular overtime assignment.

- C. If, during the term of this agreement, the District undertakes the operation of facilities which requires weekend coverage, other than the responsibilities for the buildings and grounds which the District has approved in the past, the Board of Education shall have the right to hire new employees to provide such coverage. Employees so hired will be placed on the regular salary schedule for such positions. The workweek will be designated by the Superintendent of Buildings and Grounds. No overtime salary for these regular hours will be included in the regular salary schedule.

It is hereby agreed and understood that no present employees shall be subject, except on a voluntary basis, to the foregoing requirements.

- D. Time sheets shall be posted in building custodian offices. Employees shall sign in when going on duty and sign out when going off duty. This shall be done daily. The staff will assume responsibility for the buildings when they are in use. Saturday, Sunday and Holiday duty when required will be mandatory and on a rotating basis unless changed by agreement with the employee and the Superintendent of Buildings & Grounds of the District and/or the Business Administrator.
- E. Head Custodians or their designated alternate will receive one hour per day overtime for building checks performed on Saturday, Sunday, and Holidays.

Overtime for building checks will be paid at the rate two times that of the Head Custodian's base salary.

- F. The Union agrees to the addition of one weekday during the school year to be used for professional development; effective July 1, 2003.

ARTICLE VIII **PREVIOUS PRACTICES**

- A. All conditions of employment which have been in practice and mutually agreed to within the District shall be maintained for the life of this contract except as provided by the express terms and conditions of this contract.

- B. In recognition of the Board's responsibility to the community which at times involves the use of its facilities, it is agreed that the present practice of granting use of its facilities, while school is closed, shall be continued.

ARTICLE IX-COMPENSATION

Section 1

- A. Effective July 1, 2003, there shall be a 3.75% salary increase on the salary schedule as of June 30, 2003.

Effective July 1, 2004, there shall be a 3.5% salary increase on the salary schedule as of June 30, 2004.

Effective July 1, 2005, there shall be a 3.25% salary increase on the salary schedule as of June 30, 2005.

- B. Advancement of incremental steps will be subject to review of the Superintendent of Buildings & Grounds and the Business Administrator with input from the Head Custodian and Building Principal and submitted to the Superintendent for approval by the Board of Education.

If the Board fails to approve a step advancement by June 15th or if the employee is dissatisfied with the recommendation or the Board decision, the employee may submit to the Board, by the following July 15th, a written request for a review of such recommendation or decision by an arbitration panel composed of one (1) representative of the CSEA, one (1) representative of the Board, and a Chairman appointed by the American Arbitration Association Panel. Such Panel shall be designated within thirty (30) days of such request.

Such panel shall conduct a hearing and report to the Board and the employee in writing as to whether it believes there was just cause for recommendation or decision in question, but such report shall be advisory only. The Board shall give due consideration to such report, but shall not be bound by it.

Section 2- Additional Pay

A. Career Increment

a. A career increment- effective on anniversary date will be paid to employees as follows:

\$850 after ten (10) years

An additional \$1,000 after fifteen (15) years

An additional \$1,150 after twenty (20) years

Amounts will be paid in two lump sums, for the first pay period in December and the last pay period in June, as separate checks.

b. Out of Title Pay- Employees required to work out-of-title at a higher rate of pay will receive five dollars for each day assigned, except that any employee designated to replace the Head Custodian shall receive the same rate of pay of that Head Custodian.

B. Overtime Pay

All employees covered by this agreement shall receive overtime compensation at the rate of time and ½ their rate of pay for all hours worked in excess of their respective work week. For this purpose an unworked holiday shall constitute a day worked. However, double time will be paid on Sundays and holidays.

C. Night Shift Paychecks

Employees who work on the night shift shall receive their paycheck at the start of work on the day before their paycheck is due.

D. Any employee called in for overtime work for any reason shall receive not less than two (2) hours overtime.

E. No substitution of time off for overtime work performed shall be scheduled except by agreement between the Superintendent of Buildings and Grounds and/or Business Administrator. Any time off agreed to will be at the rate of 1 ½ hours for every hour worked.

F. The Board of Education shall be responsible for all overtime payments.

ARTICLE X
HOLIDAYS WITH PAY

A. The following schedule of holidays will be in force, except if school is in session:

July 4 th	Day before Christmas
Labor Day	Christmas Day
Columbus Day	Day before New Year's Day
Presidential Election Day	New Year's Day
Veteran's Day	Lincoln's Birthday
Thanksgiving Day	Washington's Birthday
Friday after Thanksgiving	Good Friday
Yom Kippur*	Memorial Day
Rosh Hashanah*	Martin Luther King's Birthday

There shall be at least one (1) member of the Custodial Unit on the committee for establishing the officially adopted school calendar.

*Yom Kippur and Rosh Hashanah will be given as holidays only if they are on the school calendar and not if they fall on Saturday and Sunday.

- B. In the event a holiday, as defined above, shall be used for a school day, employees covered by this Agreement shall be granted a compensatory day on group or individual basis designated by the Superintendent and/or the Business Administrator.
- C. When a holiday falls on a Saturday, the preceding Friday will be given off. When a holiday falls on a Sunday, the following Monday will be given off.

ARTICLE XI
VACATION WITH PAY

- A. One year as used in this article means July 1- June 30th.
- B. Employees will be entitled to vacation with pay as per the following schedule:
 - a. After one (1) year of service –two (2) weeks vacation.
 - b. After four (4) years of service –three (3) weeks vacation.
 - c. After ten (10) years of service –four (4) weeks vacation.
 - d. After twenty (20) years of service – five (5) weeks vacation.
- C. If a vacation period includes a holiday normally celebrated on a day other than Saturday or Sunday, the employee may extend his/her vacation by such day or days.
- D. Employees will be able to take their vacation at their preference by seniority. Vacations will be scheduled with the Head Custodian for each building by seniority and approved by the Business Administrator and/or Superintendent; except that Maintenance Staff shall schedule their vacations with the Superintendent of Buildings & Grounds by seniority and approved by the Business Administrator and/or Superintendent. Any changes in the schedule should also be approved by the Superintendent and/or Business Administrator. It is understood that the first week and last week of the school year do not present unusual problems for the scheduling of vacations.
- E. Any employee with over one (1) year's service who terminates his/her employment voluntarily shall be entitled to the cash equivalent of 5/6th of one day's wage for each full calendar month from July preceding the date of termination through the effective date of the employee's resignation minus any vacation taken that year.
- F. Any employee with over one year service whose employment is terminated other than by the voluntary act of the employee shall receive no vacation allowance except at the discretion of the Board.

- G. Checks which would be issued during an employee's vacation will be issued in advance, upon one month's written notice showing approval of the vacation by a supervisor.

ARTICLE XII
INSURANCE AND OTHER BENEFITS

The Board shall make available the State-wide Schools Cooperative Health Plan to full-time employees and their dependents. Employees will be responsible for a portion of the premium costs as set fourth by Section B below.

B. Health Insurance Contribution

Employees with family coverage shall contribute toward annual health insurance premiums as follows:

Effective July 1, 2002 425.00

Employees with individual coverage shall contribute toward annual health insurance premiums as follows:

Effective July 1, 2002 250.00

Contributions to the cost of premiums will be made by biweekly payroll deductions.

The Board, at its option, may change carriers and select one or more insurance companies to provide insurance coverage, if the substitute carrier provides substantially similar coverage to that provided by SWSCHP.

For part-time employees who elect to participate, the Board will pay a prorated portion of the premium paid by the Board, prorated according to their part-time employment, and the employee must pay the remaining amount or the contribution applicable to full-time employees, whichever is higher.

In additional, all retired employees with ten (10) full-time year of service in the Irvington Schools and their spouses shall receive the same coverage. A retired employee has the option to cover any additional cost for coverage of dependents whom the employee wishes to include subject to the terms of the insurance plans in effect.

- C. Life Insurance- the Board will pay the full cost of providing \$70,000 term life insurance per employee.

D. Disability Insurance- The Board will pay the full cost of a long term disability insurance policy with a 90 day waiting period, 60% income payable to age 65 to disability resulting from sickness or accident.

If an employee has sick days remaining at the time long term disability becomes effective he or she may choose to have the Board pay the difference between his or her full salary and the Insurance Company payment of sixty percent (60%). If the Board pays the forty (40) percent difference, the remaining accumulated sick leave will be reduced on a pro-rata basis.

E. Dental and Optical Insurance Effective July 1, 2002, the Board shall contribute \$800 per full-time employee toward the Irvington Employee Benefit Fund.

F. Payments in lieu of health insurance

Full-time employees who are currently receiving family health insurance from the District and new full-time employees when first eligible for family health insurance and who opt out of the District's health insurance program for at least one year shall receive a cash payment of \$3,500 or 50% of premium, whichever is greater for the year they opt out of the health insurance program.

ARTICLE XIII **RETIREMENT**

A. The Board shall continue to participate in the New York State Employees Retirement (retroactive to 1960) Program. The Board will adopt the provisions of Plan 75I, Death Benefit 60B, Section 41J, applications of unused sick leave forwarded to service credit upon retirement and World War II Veterans Credit Benefit 41k of the New York State Employees Retirement System. All of the foregoing will apply only to employees eligible under the law.

ARTICLE XIV **LEAVES**

A. Illness

1. No deduction in pay will be made for absence of six (6) days or less for illness during the first year of employment, nine (9) days or less during the second year of employment, and thirteen (13) days or less for illness for the third year and every year after of employment.

2. A newly appointed employee will be allowed fifteen (15) days of illness before any loss of pay. This allowance covers the first two years of service in Irvington.

If an employee leaves the district in less than two years, having used more than his/her pro-rated amount of sick leave, his salary will be adjusted accordingly.

3. Unused sick leave up to six (6) days the first year of employment, nine (9) days the second year of employment and thirteen (13) days the third year and every year after of employment shall be cumulative over succeeding years. Whenever an employee is absent for illness, for more than nine (9) days, the second year of employment and thirteen (13) days the third and every year after of employment, the additional absence shall be deducted from the cumulative total. The deductions described in "A" above shall take effect only after accumulated sick leave has been consumed.

4. An employee who has been absent for illness for ten (10) consecutive workdays shall be examined by the school physician within three (3) days prior to his/her return to duty. The school physician shall certify to the Board of Education, in writing, that said employee is physically capable of resuming his/her duties. All employees, upon returning to duty, shall submit a doctor's certificate attesting to the employee's illness.

5. Up to thirty (30) working days will be available to each employee for an extended illness. Extended illness shall mean illness or disability of thirty (30) or more working days. This reserve shall be in effect only after accumulated sick leave has been used up. Thereafter the employee will receive the difference between his/her salary and the amount paid for a substitute until long term disability insurance becomes effective.

B. Absence Other Than Illness
Family Illness

Leave of absence for illness in the immediate family shall be granted upon authorization as follows:

- 1st year of employment – 3 days
- 2nd year of employment – 4 days
- 3rd year of employment – 5 days

Personal Business

Absence for personal business matters shall be granted upon authorization as follows:

- 1st year of employment – 3 days
- 2nd year of employment – 4 days

Personal business days are not to be taken before or after a school vacation or holiday and must have prior permission. Personal leave shall be credited to sick leave at the end of each fiscal year.

Family Death

Absence for death in the immediate family up to a total of three (3) days each death will be granted to each employee. The immediate family is defined as father, mother, brother, sister, son, daughter, husband, or wife, mother-in-law, father-in-law, or grandparents.

Jury Duty

An employee who is called for jury duty will receive his or her regular salary and will have no time deducted from his or her sick and/or personal days. However, if an employee receives jury duty pay for a workday, he or she will turn that amount over to the District, less the amount paid for travel expense.

Workers' Compensation Law

If an employee is absent from work due to an injury as defined in the Workers' Compensation Law, there shall be no loss to the employee of any sick leave benefits he/she would have normally received. This shall not supersede any rights the Board may have under Civil Service Law Sections 72 and 75.

Fire Department/Ambulance

Employees actively engaged in the fire department or ambulance corps will be given the necessary release from their duties with pay to respond to emergencies.

C. Leave of Absence

1. A leave of absence may be requested without pay for valid reasons. The leave of absence may be no longer than two (2) years and must be approved by the Board.

2. An employee granted a leave shall give four (4) weeks notice of intent to return and upon return shall receive the same step of the salary scale as the start of the leave.

D. Maternity Leave

1. A maternity leave for one (1) year shall be granted upon request. An additional year may be granted with the Board's approval.

2. An employee granted a leave shall give four (4) weeks notice of intent to return and upon return shall receive the same step of the salary scale as the start of the leave.

ARTICLE XV
EFFECT OF THIS AGREEMENT

- A. This agreement may be altered or modified only through the voluntary mutual consent of the two parties in a written and signed amendment to this Agreement.

ARTICLE XVI
COMPATIBILITY WITH LAW

Section 1 – Priority of Law

- A. Nothing contained herein shall be construed to deny or restrict with respect to any employee any rights he may have under the Civil Service Laws or any other applicable law and regulations.

Section 2 – Separability

- A. The Agreement shall be construed so as to be compatible with all Federal, State and Local Law and the invalidity of any provisions of the Agreement by reason of any existing law shall not affect the validity of the surviving provisions.
- B. If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or one not between the parties but controlled by reason of the facts) renders any portion of the Agreement invalid or unenforceable, such legislation and decision shall not affect the validity of the surviving provisions of the Agreement which shall remain in full force and effect as if such invalid portion has not been included therein.

Section 3 – Association Security

- A. In the event that the current laws are modified that permits a greater Association Security than presently permitted by law, the Board and the Association will negotiate concerning amendments to the Agreement in accordance with such modified legislation.

Section 4 – Mandatory Provision

- A. Notices as provided by Section 204-A of the New York State Public Employees Relations Act:

“It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit the implementation by amendment of law or by providing the additional funds shall not become effective until the appropriate legislative body has given approval.”

ARTICLE XVII
GRIEVANCE PROCEDURE

- A. The Grievance Procedure shall be annexed to this Agreement as Appendix A.

ARTICLE XVIII
COMMITTEES

- A. There will be formed a Labor Management Committee consisting of representatives of the CSEA and the Board of Education. The purpose of such committee will be for a full discussion of any matter excluding grievance or negotiations.
- B. Any changes in rules, regulations or procedures that will affect the members under this contract will be brought to the attention of the Labor Management Committee for full discussion before its adoption.

ARTICLE XIX
TRANSPORTATION

The school will provide transportation for employees and only authorized employees will be requested to use their personal cars for official school business. Employees will be paid at the rate of \$.21 per mile when required to use their personal cars for official school business. Should this rate increase, as determined by the Internal Revenue Service, the same should apply to this unit.

ARTICLE XX
SNOW DAYS

- A. Employees who are able to report to work on snow days will be allowed to go home upon completion of snow removal with approval of the Head Custodian.
- B. Employees shall be notified of all school closings where possible.

ARTICLE XXI
BOMB PROCEDURE

In the event the school is notified of a bomb threat, members covered under this Agreement will not be required to search buildings, but will be required to make themselves available to open the necessary doors.

ARTICLE XXII
LIABILITY CLAUSE

The Board of Education will save harmless and protect all employees from financial loss arising out of any claim demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, provided such employee was acting in the discharge of his or her duties within the scope of his or her employment.

ARTICLE XXIII
CUSTODIAL DRESS

Employees whose work bring them in contact with the public shall be neatly dressed and wear the uniform provided.

ARTICLE XXIV
TRAINING SESSIONS

Personnel shall be required to attend training sessions to improve job skills. These sessions will be scheduled during working hours, by the Business Administrator and/or Superintendent.

ARTICLE XXV
JOB SECURITY

The Board of Education agrees to maintain the existing custodial staff covered under this bargaining unit so long as the present facilities are in operation.

The Board of Education agrees that this clause (Article XXV) applies to all employees currently on payroll as of December 1, 1993. The District reserves the right to maintain or fill vacancies of custodial staff, hired after December 1, 1993, pursuant to Civil Service rules and regulations and this agreement.

ARTICLE XXVI
COURSE OF STUDY

Any employee who desires to undertake a course of study designed to enhance the ability of his/her job classification, shall receive full reimbursement for tuition and books upon successful completion of the course(s), subject to the prior approval of the Superintendent of Schools.

ARTICLE XXVII
DURATION OF AGREEMENT

The terms of this Agreement shall be from July 1, 2003 through June 30, 2006 and thereafter from year to year unless one party gives notice in writing to the other party that a change is desired as specified in Article 1.

In witness thereof, the parties hereto have caused this Agreement to be executed by their officers the day and the year first above written.

Gary M. Kumbasa V.P.
Richard H. [Signature]
CSEA CUSTODIAL UNIT
PRESIDENT

Patrick F. Delaney
BOARD OF EDUCATION
PRESIDENT

Gary Cannonier
GARY CANNONIER, CSEA
LABOR RELATIONS SPECIALIST

DATE: 4/28/05

DATE: 5/24/05

APPENDIX A
GRIEVANCE PROCEDURES

1. GRIEVANCE

The Board of Education of Union Free School District, Town of Greenburgh, Irvington, New York and the CSEA do hereby establish and adopt the following procedures for the orderly settlement of any grievance of all non-teaching employees covered by this Agreement.

Declaration of Policy

It is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of any differences, promptly and fairly, as they arise and to assure equitable and proper treatment of the members of the CSEA pursuant to established rules, regulations and policies of the District.

A. Definitions

1. Non-Teaching Employee shall mean an employee or employees similarly situated of the bargaining unit.
2. Supervisor shall mean the person to whom the said employee is directly responsible.
3. Chief Administrator shall mean the Superintendent of Schools.
4. Representative shall mean the person or persons designated by the aggrieved employee as his/her counsel and to act and speak on his/her behalf.
5. Committee shall mean the CSEA Grievance Committee.
6. Grievance shall mean any claimed violation, misrepresentation or inequitable application of the collective bargaining agreement.
7. Arbitrable Grievance means a claimed violation of this Agreement.

BASIC PRINCIPLES

1. It is the intent of these procedures 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 encourage.

2. A non-teaching employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

All hearings held prior to the review stage shall be strictly confidential.

3. Said employee shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice and/or by the Grievance Committee of the CSEA. All meetings held to resolve a grievance shall be open to the representatives of the aggrieved employee.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. It shall be the responsibility of the Chief Administrator to take such steps as may be necessary to give force and effect to these procedures. Each supervisor shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.
6. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies, which relate to or affect the employee in the performance of his or her assignment. These procedures are not designed to be used for changing such rules or establishing new ones.

PROCEDURES

STEP 1

Within 30 calendar days of the date on which the act or omission actually occurred or when the employee or Union reasonably should have become aware of the act or omission, a written grievance shall be submitted by the employee or Union to the employee's immediate supervisor. The supervisor shall be allowed up to ten (10) calendar days in which to respond in writing. Failure to file a grievance within the time period shall constitute a waiver of a grievance unless mutually extended, in writing, by the parties.

STEP 2

Within ten (10) calendar days of the receipt of the previous response, the employee or Union may file a written appeal of such decision to the Superintendent of Schools (or designated representative). The Superintendent of Schools shall be allowed up to ten (10) calendar days in which to respond in writing.

STEP 3

Within ten (10) calendar days of the receipt of the step 2 determination, the employee(s) or Union, may request a meeting of representatives of the Board of

Education for review and determination. The meeting shall be held within thirty (30) calendar days of the request and a determination shall be rendered within five (5) calendar days of the date of the meeting.

STEP 4

Within thirty (30) calendar days of the receipt of the Step 3 determination, the Union shall have the right to file a written Demand for Arbitration with the American Arbitration Association with a copy to the Clerk of the Board of Education indicating a desire to proceed to final and binding arbitration.

The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association (AAA).

The cost of the Arbitrator shall be divided equally between the parties.

The arbitrator shall have no authority to modify the scope or terms of the contract.

APPENDIX B **HEAD CUSTODIAN**

GENERAL STATEMENT OF DUTIES

Has charge of school building cleaning and maintenance activities; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS

Under general supervision, this position is responsible for the efficient and economical maintenance of a school plant. In large districts this class is usually in charge of only one building under the general direction of the Superintendent of Buildings and Grounds. Considerable independent judgment is usually involved in carrying out the responsibilities of the position. Supervision is exercised over Custodians, Cleaners, and other personnel.

EXAMPLE OF WORK – (Illustrative Only)

- Assigns Custodians, Cleaners and Tradesmen to various tasks;
- Supervise the operation and maintenance of steam boilers;
- Makes periodic inspections of maintenance activities to see that they are being performed according to regulations;
- Inspects work performed by private contractors;
- Keeps records and makes reports of supplies used and activities carried on;
- Assists with custodial and maintenance work;
- Supervises and performs repair and cleaning work;
- Meets with vendors concerning maintenance and cleaning supplies;

- Prepares work schedules and keeps time records;
- Instructs Custodians and Cleaners in building cleaning and maintenance;
- May supervise the work of the ground crew;
- Maintain liaison between teaching staff and Custodians.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES

- Through knowledge of building cleaning practices, supplies and equipment;
- Good knowledge of the operation and maintenance of steam boiler equipment;
- Good knowledge of the practices, tools, and terminology of one or more skilled trades;
- Ability to plan and supervise the work of others;
- Ability to understand oral and written directions;
- Dependability; initiative; thoroughness; good physical condition.

MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE

Either (a) three (3) years of satisfactory experience in building cleaning and maintenance; or

(b) two (2) years of experience as a carpenter, painter, electrician, plumber, or steam fireman; or

(c) a satisfactory equivalent combination of training and experience.

APPENDIX B (Continued)

CUSTODIAN

GENERAL STATEMENT OF DUTIES

Performs cleaning and semiskilled maintenance tasks; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS

Under supervision, this class is responsible for the condition of a school building or an assigned section thereof.

Work includes semiskilled repair and maintenance tasks.

Supervision may be exercised over Laborers and Cleaners.

EXAMPLES OF WORK-(Illustrative only)

- Sweeps, mops and waxes floors;
- Dusts and washes walls;
- Dusts furniture and other articles;
- Empties wastebaskets and burns or disposes of rubbish;

- Dusts woodwork, furniture and other articles;
- Replenishes lavatory supplies;

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Working knowledge of building and cleaning practices, supplies and equipment and ability to use them economically and efficiently;
- Ability to understand and follow simple oral and written directions;
- Willingness to perform janitorial tasks;
- Thoroughness, dependability; good physical condition.

MINIMUM QUALIFICATIONS

- Ability to read and write English and preferably some cleaning experience.

APPENDIX B Continued)

BUILDING MAINTENANCE MECHANIC

DUTIES AND RESPONSIBILITIES

The maintenance mechanic shall be directly responsible to the School Business Administrator, performing such tasks as may be required for the efficient maintenance of buildings and equipment. Supervision may be exercised over a small number of employees. Employees in this class are on call at any time. Generally, he performs work involving one or more of the mechanical or construction trades for public buildings, grounds and equipment, and does related work as required.

In his daily activities, the Building Mechanic may be required to:

- Make regular inspection of buildings, grounds and equipment;
- Perform painting, carpentry, masonry, electrical, plumbing, roofing, tiling, locksmithing, glazing, and mechanical work;
- Operate and maintain heating, ventilating, and air conditioning systems;
- Maintain kitchen, refrigeration and other equipment;
- Maintain grounds, walks, roadways and parking areas;
- Operate and service motor powered tools and equipment;
- Estimate and record time and materials required for repairs, stocks, and inventories, spare parts, materials and tools.

REQUIRED KNOWLEDGE, ABILITIES AND TRAITS

- Good knowledge of materials, practices, tools, terminology and safety precautions required for the maintenance of buildings and building equipment;
- Skill as a general mechanic;

- Replaces light bulbs, towels, soap and other supplies;
- Paints rooms and equipment;
- Repairs furniture and makes minor plumbing and electrical repairs;
- Operates and maintains heating systems;
- Cuts grass, trims shrubbery, rakes leaves, shovels snow, and generally maintains grounds;
- Assists with heavy work in kitchen and cafeteria;
- Checks doors and windows to see that they are closed or locked when proper;
- May act as a monitor before and after school and in cafeteria;
- Moves and arranges chairs, tables and other furniture or equipment.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES, AND ATTRIBUTES

- Good knowledge of building cleaning practices, supplies and equipment, and ability to use them economically and efficiently;
- Familiarity with the operation and maintenance of heating systems;
- Ability to make semiskilled plumbing, electrical, carpentry and mechanical repairs;
- Ability to understand and follow simple oral and written directions;
- Thoroughness; reliability, good physical condition.

MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE

- Ability to read and write.
- Some experience in building cleaning and maintenance would be helpful in performing the duties of this position.

APPENDIX B (Continued)

CLEANER

DEFINITION

Perform routine cleaning duties; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS

This is routine manual work calling for the performance of simple cleaning duties. Work is performed under the immediate supervision of a Custodian who assigns the tasks and frequently inspects them when completed.

EXAMPLES OF WORK PERFORMED

- Sweeps and mops floors;
- Washes windows and polishes floors;

- Ability to read and interpret plans and specifications;
- Ability to understand and follow oral and written directions;
- Ability to supervise the work of others.

ACCEPTABLE TRAINING AND EXPERIENCE

Completion of eight (8) years of a standard school course and four (4) years of experience in one of the building construction trades or in building maintenance, one (1) year of which must have been in building maintenance.

IRVINGTON SCHOOL DISTRICT/CUSTODIAL

CUSTODIAN SALARY SCHEDULE

07/01/2003-06/30/2004

Rate Increase: 3.75%

STEP	CLEANER	CUSTODIAN	HEAD CUSTODIAN MAINTENANCE
1	\$32,036	\$34,825	\$41,082
2	\$34,372	\$37,950	\$43,345
3	\$36,711	\$41,082	\$45,618
4	\$38,681	\$43,061	\$47,588
5	\$41,619	\$46,090	\$50,734

07/01/2004-06/30/2005

Rate Increase: 3.50%

STEP	CLEANER	CUSTODIAN	HEAD CUSTODIAN MAINTENANCE
1	\$33,157	\$36,044	\$42,520
2	\$35,575	\$39,279	\$44,862
3	\$37,996	\$42,520	\$47,215
4	\$40,035	\$44,568	\$49,254
5	\$43,076	\$47,703	\$52,510

07/01/2005-06/30/2006

Rate Increase: 3.25%

STEP	CLEANER	CUSTODIAN	HEAD CUSTODIAN MAINTENANCE
1	\$34,235	\$37,215	\$43,902
2	\$36,731	\$40,555	\$46,320
3	\$39,231	\$43,902	\$48,749
4	\$41,336	\$46,016	\$50,855
5	\$44,476	\$49,253	\$54,216