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CUS/5059

AGREEMENT

between

SUPERINTENDENT OF SCHOOLS

and

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME
and its Freeport Non-Teaching Unit
(Custodial Unit)**

Effective July 1, 2006

Terminates June 30, 2010

AN EQUAL OPPORTUNITY EMPLOYER

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

BETWEEN the Superintendent of Schools of the Freeport Union Free School District; Freeport, New York; and the Civil Service Employees Association, Inc., Local 1000, AFSCME, and its Freeport Non-Teaching Unit (Custodial Unit), made the 7 day of May, 2007.

I. THE AGREEMENT

1.1 Definitions

As used herein, the following terms shall have these meanings, "**SUPERINTENDENT**" means the Superintendent of Schools of the Freeport Union Free School District; Freeport, New York; the employer herein.

"**EMPLOYEE**" means a person employed in one of the job titles listed in Section 5.1 for a period of more than sixty (60) days.

"**ASSOCIATION**" means the Civil Service Employees Association, Inc., Local 1000, AFSCME, and its Freeport Non-Teaching Unit (Custodial Unit).

"**RETIREMENT**" means official retirement under the New York State Employees Retirement System. (Retirement does not include vesting.)

1.2 Duration

This Agreement shall be effective from July 1, 2006 to June 30, 2010 and from year to year thereafter, unless either party serves notice upon the other prior to February 1st (of 2010 or any other subsequent February 1st as may correspond to a year of subsequent renewal) of its intent to negotiate new or changed terms of agreement.

1.3 Priority of Agreement

a. Where the provisions of the Agreement are in conflict with District Policy or procedures, this Agreement shall govern, except as provided by law.

b. Nothing contained herein shall be construed to deny or restrict the rights any employee may have under the New York Education or Civil Service Laws or any other applicable laws and regulations.

1.4 **Validity of Provisions**

If any provision of this Agreement is or becomes legally invalid or legally unenforceable, all other provisions of this Agreement shall nevertheless continue in full force and effect.

1.5 **Entire Agreement**

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, except by mutual consent in writing.

1.6 **Recognition Clause**

The employer agrees that the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO shall be the sole and exclusive representative for all full and part-time custodial employees including Head Custodians, Assistant Head Custodians, Custodians, Cleaners, Groundskeepers, Messengers, Maintainers, Audio-Visual Helpers, and Technicians for the purposes of collective bargaining and grievances.

The period of unchallenged representative status for the Civil Service Employees Association, Inc., shall be for the period described in Article 14, section 208 of the Civil Service law or any amendments thereto.

II. ASSOCIATION STATUS, RIGHTS, AND DUTIES

2.1 **Right of Organization**

Any employee shall have the right to join and participate in the activities of the Association.

2.2 **Right of Representation**

Any employee shall have the right to be represented by the Association to negotiate collectively with the District in the determination of salaries and terms and conditions of employment and the administration of grievances.

2.3 Records and Reports

The Association shall certify to the District prior to November 1st each year the names of its authorized representatives (and their alternates, if designated) and the District shall recognize no others as authorized representatives (except as may otherwise be set forth herein) during the term of this Agreement.

2.4 Dues Deductions

a. The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue; Albany, New York 12210 on a payroll basis.

b. Dues deductions will commence on July 1 or January 1 each year and will remain in effect for the remainder of the school year. These deductions will be carried forward automatically into subsequent years unless written notice terminating this deduction is supplied to the District prior to June 1, by the covered employee or Association.

c. Upon timely request of the Association to the Superintendent, the Association will be furnished with a list of all covered employees for whom dues are deducted via payroll.

2.5 Agency Shop

The Civil Service Employees Association, Inc. having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc.; 143 Washington Avenue; Albany, New York 12210.

2.6 Prohibition Against Interruption of Service

The Association affirms that it does not have the right to strike. The Association warrants that it will not encourage, assist, or participate in any strikes, sanctions, work slowdowns, job actions, or any other concerted activity which is designed to impair normal operations of the schools.

2.7 **Bulletin Board**

A CSEA bulletin board for unit members may be set up in the custodial office in each building. Use of the bulletin board must be appropriate and professional.

III. EMPLOYEE STATUS, RIGHTS, AND DUTIES

3.1 **Transfers**

a. No vacancy in a higher-rated position or shift position will be filled by hire, transfer, or promotion until present qualified employees have been notified and had an opportunity to apply.

b. Except in an emergency, no employee will be transferred from one building in the District to another with less than one (1) week's notice of such transfer.

c. Openings in higher rated positions or transfers between shifts will normally be filled by employees within the District, if possible.

d. Qualifications and seniority in the District are considered in awarding promotions. All promotions will be subject to a six (6) month probationary period.

3.2 **Termination of Employment**

a. **Resignation** - It shall be the duty of a terminating employee to inform his immediate supervisor in writing seven (7) days prior to the scheduled date of termination.

b. **Retirement** - It shall be the duty of an employee anticipating retirement to inform his immediate supervisor in writing ninety (90) calendar days prior to the scheduled date of retirement.

3.3 **Policies and Administrative Regulations**

The policies of the Board of Education and the administrative regulations, in addition to the procedures of the municipal Civil Service Commission of Nassau County, will be followed in the selection, promotion, and disciplinary action of Civil Service employees.

3.4 **Jury Duty**

All employees, irrespective of hours worked, will be excused without loss of pay if called to jury duty.

For the purpose of this Agreement, employees covered by the Agreement who are summoned for, and serve jury duty other than on a voluntary basis, shall be paid their regular pay for all such time spent as a juror. Employees requesting time off with pay, as provided by the Article for jury duty, shall present to the District, in advance of reporting for jury duty, a copy of the Jury Notice and following such service, shall present a copy of the receipt of payment of his/her jury duty pay.

3.5 Evaluation Procedures

- a. All employees will be evaluated by November 1 and April 1 each year.
- b. All building personnel will be rated by the Head Custodian in conjunction with the Principal. All Head Custodians will be rated by the Building Principal in conjunction with the Director of Facilities.

All maintenance personnel will be rated by the Director of Facilities.

All ground personnel will be rated by the Head Custodian in conjunction with the Principal.

All Head Custodian will be rated by the Building Principal in conjunction with the Director of Facilities. All maintenance personnel will be rated by the Director of Facilities.

All ground personnel will be rated by the Head Groundskeeper in conjunction with the Director of Facilities.

- c. Each employee shall be shown his/her evaluation report and shall be given the opportunity to sign it before it is placed in the file. A space for the employee's rebuttal, if any, will be provided.

3.6 Cases of Assault

- a. All employees are required to report all cases of assault and/or civil actions filed against them in connection with their employment to the Superintendent of Schools.

- b. Legal counsel will be provided to any employee in any action arising out of an assault on an employee.

c. If an assault on an employee, by an animal or human, results in loss of time, the employee will be paid in full and such paid absence will not be deducted from any sick leave to which such employee is entitled under this contract. Any worker's compensation benefits due to employee during this period shall be paid to the School District to the extent of the amount paid out by the District.

3.7 Meetings and Conferences

With the approval of the Director of Facilities, employees may be permitted to attend professional conferences or meetings.

IV. HOURS AND WORKING CONDITIONS

4.1 Work Day

a. The work day shall consist of eight (8) working hours for the day shift and seven (7) working hours for the night shift. Included in these hours may be a fifteen (15) minute coffee break in the A.M. and a fifteen (15) minute coffee break in the P.M. Employees on night shift scheduled shall have two coffee breaks of fifteen (15) minutes each. Schedules of coffee breaks shall be approved by the Head Custodian and posted. Between July 1 and August 30, the work day shall be seven (7) hours and thirty (30) minutes for the day shift and six (6) hours and thirty-five (35) minutes for the night shift.

The work week for any new hires to unit positions except existing employees to promotional positions, assigned to the Junior High School or the Senior High School shall at the option of the Superintendent of Schools, be Tuesday through Saturday. Said work week for new hires assigned to the Junior High School or the Senior High School may be changed to a Monday through Friday work week at any time of the year by the Superintendent of Schools based on the needs of the District.

b. On days when school is closed for pupils due to inclement weather, employees shall nevertheless be required to report for work. Unit employees will receive time and one-half for working on these days. Those employees who do not report for work will not receive any pay for the day. A doctor's note will be required for anyone taking that day as a sick day. Upon approval by the Director of Facilities of sick day status, regular time rates will be paid.

c. Maintainers will provide their own transportation. Beginning maintainers will provide their own transportation and tools in carrying out their duties.

d. A night time "hot line" will be established so that night crews will have a procedure for calling in.

4.2 Work Year

The work year shall commence July 1 and conclude on June 30.

4.3 Paid Holidays

For the period of this contract, there will be nineteen (19) paid holidays per school year. The selection of the proposed holidays shall be submitted by the Association to the Superintendent of Schools for approval prior to June 1 each year.

4.4 Overtime

At the direction of a supervisor, time worked before or after the general starting or departure time, on a Saturday, or a day when the office is otherwise closed, shall constitute overtime and shall be compensated on the basis of time and one-half above normal salary. In lieu of overtime pay at the request of the employee, compensatory time may be substituted with the approval of the Director of Facilities. If required to work on Saturday, Sunday, or with prior notice, a minimum of three (3) hours' work will be guaranteed. When a unit member is scheduled (not called back) to work on a holiday, as defined in Article 4.3 of this Agreement, the unit member shall receive double time for the time actually worked.

"The Report of Approved Compensatory Time" must be completed in duplicate and signed by the Supervisor (see Appendix).

If any covered employee is required to return to a building on call-back, he will be guaranteed a minimum of three (3) hours to be compensated on the basis of time and one-half, provided call-back was not caused by his omission or responsibility.

4.5 Hazards

It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Such situations should be reported to the immediate supervisor who will, in turn, report this condition to the Director of Facilities with a copy to be sent to the Building Principal.

V. COMPENSATION

5.1 Salary Ranges

See Salary Schedules for full-time employees. Part-time employees' salaries will be prorated.

5.2 Salary Schedule Determination

The 2006-2007 Salary Schedule will be developed by increasing each step on the 2005-2006 Salary Schedule by three (3%) percent. The 2007-2008 Salary Schedule will be developed by increasing each step on the 2006-2007 Salary Schedule by three (3%) percent. The 2008-2009 Salary Schedule will be developed by increasing each step on the 2007-2008 Salary Schedule by three (3%) percent. The 2009-2010 Salary Schedule will be developed by increasing each step on the 2008-2009 Salary Schedule by three (3%) percent.

5.3 Increments

a. To be eligible for a step increase, a covered employee must be appointed prior to January 1 preceding the new school year.

b. If an employee's performance is such that he received two (2) poor evaluations during any given year from his supervisor, a salary increment may be denied by the Superintendent of Schools, thereby holding an employee on the same step the next school year.

c. If an employee has been evaluated as giving exceptional service to the Freeport Schools, the Superintendent of Schools may at his discretion award an extra increment on the salary schedule to the employee for the following school year.

5.4 Entry Level - Cleaners

A new entry level for cleaners shall be established on the Salary Schedule. Such entry level shall be \$2,000 below Step 3 and require the new entrant to take two (2) years to reach Step 3 with an increase of \$1,000 in each of the two (2) years before Step 3.

5.5 Selection of Personnel

New employees are selected following Civil Service procedures. Lists are canvassed in the following order - district residents and those on Nassau County rolls. If no applicants are obtained after the following above procedures, a provisional appointment may be made contingent upon taking and passing the Civil Service examination.

5.6 Entering Employee

a. An entering employee is defined as one who has never been employed in a position within the employee unit.

b. An entering employee will be placed on a salary step of the salary schedule established for the position. Consideration may be given for outside related experience.

c. Physical Examination

Before being appointed, the applicant must have a physical examination either by the School Physician or a physician of his/her own choice, with the results being forwarded to the Director of Facilities.

The cost of the examination is to be the responsibility of the applicant.

d. Temporary Status

The applicant will be temporarily employed at a per diem rate for a period not to exceed sixty (60) days, during which time his attitudes, habits, and abilities will be observed by his immediate supervisor.

5.7 Promotions

It is the intention of the District to advertise openings of promotional positions. An on-the-job trial period of thirty (30) days for the promotional jobs shall be required to screen applicants and evaluate their suitability for the position. The employee may rescind his/her application for the promotion at any time within the thirty (30) day period and return to his/her former position without prejudice. When an employee is promoted, he/she will receive a minimum annual increase of \$400.00 above his/her contracted salary.

If after the thirty (30) day period the employee wishes to leave the promotional position, he/she must accept whatever opening exists after all transfers are effected.

5.8 Layoffs

a. If layoffs become necessary, provisional and probationary employees within the District will be laid off before any permanent employees shall lose any time. If, after all provisional and probationary employees have been laid off and other reductions in the work force are necessary, the District will lay off in accordance with the principals of seniority within the District. The last person hired shall be the first person laid off and the last person laid off shall be the first person rehired.

b. Before hiring any new employees, the available work must first be offered to employees on layoff by sending a written notice to all employees who have been laid off.

5.9 **Out-of-Title Work**

If an employee works in a higher rated title, such employee shall be paid an additional \$55.00 per day commencing on the sixth (6th) day of such assignment.

The employee must have been assigned by the Director of Buildings and Grounds to the higher rated position on a form approved by the Superintendent or his/her designee.

VI. EMPLOYEE BENEFIT

6.1 **Retirement Plan**

a. The responsibility of the District shall be limited to its own contribution and the employees' contribution for their membership in the New York State Employees' Retirement System.

b. The Board has adopted Section 75-G of the New York State Employees' Retirement System and all members of the Retirement System are entitled to the benefits covered in this Section.

6.2 **Paid Vacation**

a. Vacation policy for unit members shall be as follows: Less than one (1) year of Freeport Service - one (1) work day per month employed up to two (2) weeks. After one (1) year but less than five (5) years of Freeport service - ten (10) days. After five (5) years of Freeport Service - fifteen (15) days; and after ten (10) years of Freeport Service - twenty (20) days.

b. All vacations for unit employees must be scheduled within the current school year and may not be accumulated for use in future years. The employee may take at least two (2) weeks of his/her vacation during the months of July and August. Exceptions will be considered for unusual circumstances. The maximum number of consecutive work days taken during the summer will be fifteen (15). However, no employee will be required to take a non-summer vacation at a time not of his/her choosing. All vacation schedules are to be worked out with the Director of Facilities prior to the end of school. If a legal holiday should occur during a vacation period, such holiday shall be taken at another time or the vacation extended one (1) day.

c. Employees who fall ill while on vacation and require hospitalization may use their accumulated sick time for such period. Their time shall be adjusted upon proper notification to the District. Such adjustment shall not interfere with the vacation of other unit employees.

6.3 **Paid Sick and Personal Leave**

a. First year employees will receive ten (10) days of sick leave. After the first year, fifteen (15) days of sick leave will be received with full pay, five (5) of which may be used for personal leave.

b. The five (5) days of personal absence with full pay referred to above shall be granted each year, and may be accumulated to a total of ten (10) days. Unused days will be added to an employee's sick leave reserve.

c. At the end of each school year the unused days of sick and personal leave shall be added to a staff member's sick leave reserve. The reserve can accumulate to an unlimited number of days and consists of all unused for all preceding years in the District, and 1.25 days for each month worked in the current year.

d. Subsequent to issuance of a written warning, an employee who is absent the day before or after a holiday or a recess may be requested to present a doctor's certificate to the Director of Facilities. Any failure to comply with this request could result in lost wages.

e. If, in the course of performing his duties, an employee is injured resulting in his inability to return to work as a result of such injury, the following shall apply: The District shall have the right to have the employee examined by a physician or physicians of its own choice. The employee may have his physician present. If, as a result of such examination, the District is satisfied as to the validity and proximate cause of injuries sustained by the employee, the District will pay the employee's full salary from the first day of absence for a continuous period not to exceed ten (10) working days without requiring the employee to consume any of his accumulated sick leave. Nor shall any other of the employee's benefits be reduced or affected. Any Worker's Compensation which is received relevant to that period shall be paid to the District as against the full salary paid by it to the employee.

6.4 **Bereavement**

All unit employees are entitled to bereavement leave not to exceed three (3) days annually (July 1 to June 30) in case of death of employee's child, parent, spouse or sibling.

6.5 **Leaves of Absence Without Pay**

a. **Child Care**

Child care leave of one (1) year will be granted to any employee with at least one (1) year of service within the District.

b. Health Leave

When supported by a medical statement and with the approval of the Director of Facilities in consultation with the Assistant Superintendent for Personnel, a health leave up to one (1) year may be granted to any employee with at least one (1) year of service in the District.

c. Under extenuating circumstances and upon the recommendation of the Director of Facilities in consultation with the Assistant Superintendent for Personnel, an employee may be granted extended vacation without pay.

6.6 Paid Terminal Leave

Any employee hired prior to October 1, 1974, who retires, may be given terminal pay, if he/she has had a minimum of twenty-five (25) years of service in the District, provided written notice of intention to retire is given at least six (6) months prior to date of retirement. The following amount shall be added to the employee's salary for the remaining months of his employment:

After 25 years of Freeport service - \$1,000.00 additional salary.

6.7 Payment for Unused Sick and Personal Days

Upon an employee's retirement or termination of service, provided he/she has been in the District ten (10) years and has given to the District ninety (90) calendar days' notice of his intention to retire or terminate, and where retirement is involved, to the State Pension Authority, he shall receive compensation in a lump sum for unused sick leave that he may have accumulated in accordance with the following schedule:

a. After ten (10) years of actual employment in the District until the completion of fifteen (15) years of such employment in the District, 15% of accumulated sick leave and in the case of retirement, 25% of accumulated sick leave.

b. After fifteen (15) years of such employment until the completion of twenty (20) years of such employment, 20% of accumulated unused sick leave and in the case of retirement, 28.5% of accumulated sick leave.

c. After the completion of twenty (20) or more years of service in the District, 25% of accumulated unused sick leave and in the case of retirement, 33.5% of accumulated sick leave.

d. The foregoing provisions are all subject to the following conditions:

1) Any leaves of absence during the period of time that the employee was employed by the District shall be subtracted from the measuring time which the employee has been deemed to have employed by the District for purposes of this Article. (A leave of absence shall be deemed to be any period of time during which the employee was not being paid his or her full salary for the actual rendering of services to the District.)

2) The maximum number of days accumulated unused sick days which will qualify for payment is 225.

3) Should an employee die after having given written notice of his/her intention to retire or terminate, but prior to the actual date of retirement or termination, then the District shall pay to his/her estate the amount of money he/she would be entitled to in this Article.

4) The lump sum payment for unused sick leave shall be included in the last salary check, unless adjustments shall be required, in which case the delivery of the last salary check to the employee (including lump sum payment) may be delayed for such time as may reasonably be required by the District to make the necessary salary adjustments.

6.8 Health Insurance

a. Persons working a regular scheduled work week of twenty-five (25) hours or more a week who successfully enrolled in the New York State Government Employees Health Insurance Plan will contribute twelve (12%) percent of the annual premium for family coverage and fourteen (14%) percent of the annual premium for individual coverage for the period July 1, 2006 – June 30, 2007. Effective July 1, 2007, such employees will contribute thirteen (13%) percent of the annual premium for family coverage and fifteen (15%) percent of the annual premium for individual coverage. Effective July 1, 2008, such employees will contribute fourteen (14%) percent of the annual premium for family coverage and sixteen (16%) percent of the annual premium for individual coverage. Effective July 1, 2009, employees will contribute fifteen (15%) percent of the annual premium for family coverage and seventeen (17%) percent of the annual premium for individual coverage. All 10 month employees will have deductions for only twenty-one (21) pay periods.

b. Persons working a regular scheduled work week of at least twenty (20) hours, but less than twenty-five (25) hours a week, who have successfully enrolled in the New York State Government Employees Health Insurance Plan will be entitled to one-half (½) the agreed-upon employer share of the health insurance coverage.

c. Persons working less than twenty (20) hours per week are not eligible for Health Insurance.

6.9 **Workers' Compensation**

The School District carries Workers' Compensation to provide indemnity for lost time and the close of medical and hospital expenses which are the result of illness or injury arising out of employment by the School District.

An employee must report all injuries, no matter how slight, immediately to his Supervisor who will see that the employee receives prompt medical attention.

A written report must be filed by the Supervisor within two (2) work days. Such report must be submitted to the Personnel Office within five (5) work days after the incident.

6.10 **Disability Insurance**

During the term of the contract, covered employees will be provided with a Disability Insurance Program.

6.11 **Uniforms**

Uniforms are provided by the District and must be worn at all times that the buildings are open for student, staff, and the public. Uniforms are to be kept clean and neat. Dress is optional during the summer in school buildings not open to the public.

Unit members, who have completed their probationary period, shall receive four (4) uniform sets the first year and three (3) uniform sets each year thereafter.

An extra set of rain gear will be placed in every school building for use by unit employees who are not otherwise assigned such equipment.

The District shall pay the full cost of providing unit employees with hooded winter parkas and winter work gloves.

6.12 **Tuition**

Tuition will be paid for courses with prior approval of the Director of Facilities in consultation with the Assistant Superintendent for Personnel for courses at the Vocational Education and Extension Board and BOCES on custodial training.

Form for written approval of courses is attached.

6.13 **Car Allowance**

Maintenance personnel will receive a car allowance of \$1,750.00 per year. Workers may carry hand tools, small equipment/ supplies in their own vehicles. The District shall provide District vehicles for heavy equipment/supplies.

6.14 **Dental Insurance**

The District will pay \$14.00 a month toward a Dental Insurance Plan. One (1) year of employment is required in the District before an employee is eligible for dental insurance coverage. Payment for the Insurance Plan will be made directly to the Insurer.

Should any other bargaining unit within the District (with the exception of the Administrators) be granted a greater dental contribution than \$14.00 per employee, the District will automatically adjust the contribution per employee of all CSEA custodial bargaining unit members in a like manner.

6.15 **Labor Management Committee**

The parties agree that a labor management committee shall be established and will meet on a regular basis.

6.16 **Life Insurance**

The District agrees to purchase group life insurance for each covered employee in the amount of \$12,000.00.

6.17 **Vision Coverage**

The District shall contribute monthly \$6.42 on behalf of all unit members to the CSEA EBF Vision Plan. Under no circumstances shall the District's contribution exceed \$6.50 monthly. The District consents to a switch over to the split rate for vision care provided the employees pay for the difference in cost for the change-over.

6.18 **Attendance Incentive Plan**

Members of the unit who do not absent themselves from work during the year shall be entitled to a \$500 attendance incentive. Members of the unit who do not absent themselves from work for more than three (3) days shall be entitled to a \$300 attendance incentive.

6.19 **Shoe Allowance**

Each full-time unit member shall be paid \$150 per year for a shoe allowance.

6.20 **Longevity**

Unit members who have completed fifteen (15) years of service in the unit shall receive \$750 annually in longevity; those who have completed twenty (20) years of service shall receive an additional \$750 annually. Longevity shall be paid in one-lump sum and shall not be added to the unit member's base salary.

VII. GRIEVANCE PROCEDURES

7.1 **Declaration of Policy**

The purpose of this policy is to provide machinery for the settlement of differences between employees and their supervisors.

The procedures are designed to permit the employee to petition for redress of grievance, free from coercion, discrimination, interference, or threat of reprisal.

7.2 **Definitions**

a. **"Supervisor"** as used herein, shall mean any employee of the Freeport Union Free School District, compensated by the Board of Education whose duties are the supervision of non-teaching employees, and the interpretation and implementation of the District policies, by-laws, and regulations.

b. **"Assignment"** shall mean the kind of work the employee has been hired to do by the School District.

c. **"Appeal"** shall mean the referral of a grievance by the employee to the next higher stage of consideration when the employee is not satisfied with the decision reached in the preceding stage.

d. **"Stage"** shall mean each successive level of consideration of a grievance matter for the purpose of resolution.

e. **"Respondent"** shall mean the person or persons against whom the alleged grievance is made.

f. “Grievance”

For the purpose of this Agreement, the term “grievance” shall mean any dispute between the Board and any employee or group of employees covered by this Agreement concerning the meaning and application of the specific written provisions of this Agreement.

1) Shall also provide that a noncompetitive/labor class employee with five (5) or more years of service be permitted to grieve any proposed discipline or discharge through the level of the Board of Education.

g. “Representation”

All unit employees may have an association representative present during any interview by their supervisor when the employee is the potential subject of disciplinary action.

7.3 Stages

Stage I - Informal Conferences

a. An informal conference between employee and immediate supervisor shall be held within seven (7) working days after receipt in writing of alleged grievance from employee.

The immediate supervisor may consult with his superiors before giving his decision to the employee. Such decision must be offered within seven (7) working days following the informal conference.

Stage II - Formal Review

a. If the employee is not satisfied with the decision reached in the informal conference, he/she may then request, in writing, within seven (7) working days after the receipt of the previous decision, a review of his/her grievance by the building principal or the administrator to whom he/she is assigned. If the immediate supervisor referred to in Stage I is a building principal or administrator, the employee would then request a review of his/her grievance with the person to whom the building principal or administrator is directly responsible. Thereupon, the principal or administrator shall hold a hearing within seven (7) working days at which the employee and his/her representative shall appear and present a written statement. The decision reached in the second stage shall be made in writing by the principal or administrator within seven (7) working days of the conclusion of the hearing. Copies of such decision are to be forwarded to the Superintendent of Schools, the aggrieved party, and his/her representatives, if any.

Stage III - Appeal to the Superintendent of Schools or His/Her Designee

a. If the aggrieved employee is not satisfied with the decisions reached in the previous stage, he/she may request, in writing, a conference with the Superintendent of Schools. Such request for review must be presented in writing to the Superintendent of Schools within ten (10) working days after the preceding decision. Such conference shall be granted within ten (10) working days of receipt of request.

b. The Superintendent or his/her designee must be given copies of all preceding statements and decisions.

c. After hearing both sides present oral and written arguments, the Superintendent of Schools or his/her designee shall make his/her decision.

d. The Superintendent of Schools or his/her designee shall inform the employee and all other authorities concerned of his/her decision, in writing, within ten (10) working days after the conclusion of the conference.

Stage IV - Board of Education Stage

a. If not satisfied with the decision of the Superintendent of Schools, the aggrieved employee may within seven (7) working days after the decision has been rendered in Stage III, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent of Schools.

b. The President of the Board of Education may convene the Board within fourteen (14) working days from receipt of the request to hold a hearing to obtain further information regarding the case. The Board of Education shall render a final decision within ten (10) working days after receiving the request for review unless a hearing is held, in which case a decision shall be rendered within ten (10) working days after the hearing is held.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives on the day and year below.

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC. LOCAL 1000, AFSCME

FREEPORT UNION FREE SCHOOL DISTRICT

By: Douglas Anderson SR
Unit President

By: [Signature]
Superintendent of Schools

By: [Signature]

By: _____

Dated: May 7, 2007

SCHEDULE CUSTODIAN-CLEANER 12 MONTH
H/S S STEP 20 RANGE 1 CONTRACT DAYS 260 HOURS/DAY 8.00

CLEANER

STEP	SCHD CBA 2006/2007	CCA 2007/2008	CDA 2008/2009	CEA 2009/2010
1	29,660.00	30,550.00	31,467.00	32,411.00
2	30,818.00	31,743.00	32,695.00	33,676.00
3	31,977.00	32,936.00	33,924.00	34,942.00
4	33,650.00	34,660.00	35,700.00	36,771.00
5	35,317.00	36,377.00	37,468.00	38,592.00
6	36,984.00	38,094.00	39,237.00	40,414.00
7	38,656.00	39,816.00	41,010.00	42,240.00
8	40,329.00	41,539.00	42,785.00	44,069.00
9	41,995.00	43,255.00	44,553.00	45,890.00
10	42,756.00	44,039.00	45,360.00	46,721.00
11	43,519.00	44,825.00	46,170.00	47,555.00
12	43,519.00	44,825.00	46,170.00	47,555.00
13	43,519.00	44,825.00	46,170.00	47,555.00
14	43,519.00	44,825.00	46,170.00	47,555.00
15	43,902.00	45,219.00	46,576.00	47,973.00
16	44,663.00	46,003.00	47,383.00	48,804.00
17	44,663.00	46,003.00	47,383.00	48,804.00
18	44,663.00	46,003.00	47,383.00	48,804.00
19	44,663.00	46,003.00	47,383.00	48,804.00
20	46,176.00	47,561.00	48,988.00	50,458.00

CUSTODIAN/CLEANER 10 MONTH
H/S S STEP 22 RANGE 1 CONTRACT DAYS 200 HOURS/DAY 6.00

CLEANER 10 MONTH

STEP	SCHD CBB	CCB	CDB	CEB
	2006/2007	2007/2008	2008/2009	2009/2010
1	17,015.00	17,525.00	18,051.00	18,593.00
2	18,173.00	18,718.00	19,280.00	19,858.00
3	19,333.00	19,913.00	20,510.00	21,125.00
4	20,371.00	20,982.00	21,611.00	22,259.00
5	21,346.00	21,986.00	22,646.00	23,325.00
6	22,372.00	23,043.00	23,734.00	24,446.00
7	23,396.00	24,098.00	24,821.00	25,566.00
8	24,377.00	25,108.00	25,861.00	26,637.00
9	25,404.00	26,166.00	26,951.00	27,760.00
10	25,404.00	26,166.00	26,951.00	27,760.00
11	25,404.00	26,166.00	26,951.00	27,760.00
12	25,404.00	26,166.00	26,951.00	27,760.00
13	25,404.00	26,166.00	26,951.00	27,760.00
14	25,404.00	26,166.00	26,951.00	27,760.00
15	26,545.00	27,341.00	28,161.00	29,006.00
16	26,545.00	27,341.00	28,161.00	29,006.00
17	26,545.00	27,341.00	28,161.00	29,006.00
18	26,545.00	27,341.00	28,161.00	29,006.00
19	27,306.00	28,125.00	28,969.00	29,838.00
20	28,814.00	29,678.00	30,568.00	31,485.00
21	29,574.00	30,461.00	31,375.00	32,316.00
22	30,338.00	31,248.00	32,185.00	33,151.00

CUST. AV HELPER
H/S S STEP 19 RANGE 1 CONTRACT DAYS 260 HOURS/DAY 8.00

AV HELPR

STEP	SCHD CBC 2006/2007	CCC 2007/2008	CDC 2008/2009	CEC 2009/2010
1	37,940.00	39,078.00	40,250.00	41,458.00
2	40,157.00	41,362.00	42,603.00	43,881.00
3	42,238.00	43,505.00	44,810.00	46,154.00
4	44,380.00	45,711.00	47,082.00	48,494.00
5	46,527.00	47,923.00	49,361.00	50,842.00
6	48,673.00	50,133.00	51,637.00	53,186.00
7	50,825.00	52,350.00	53,921.00	55,539.00
8	52,973.00	54,562.00	56,199.00	57,885.00
9	55,120.00	56,774.00	58,477.00	60,231.00
10	57,264.00	58,982.00	60,751.00	62,574.00
11	57,264.00	58,982.00	60,751.00	62,574.00
12	57,264.00	58,982.00	60,751.00	62,574.00
13	59,176.00	60,951.00	62,780.00	64,663.00
14	59,176.00	60,951.00	62,780.00	64,663.00
15	59,176.00	60,951.00	62,780.00	64,663.00
16	59,176.00	60,951.00	62,780.00	64,663.00
17	59,176.00	60,951.00	62,780.00	64,663.00
18	61,450.00	63,294.00	65,193.00	67,149.00
19	62,210.00	64,076.00	65,998.00	67,978.00

CUST. AV TECH
H/S S STEP 18 RANGE 1 CONTRACT DAYS 260 HOURS/DAY 8.00

AV TECH

STEP	SCHD CBD 2006/2007	CCD 2007/2008	CDD 2008/2009	CED 2009/2010
1	42,755.00	44,038.00	45,359.00	46,720.00
2	44,974.00	46,323.00	47,713.00	49,144.00
3	47,053.00	48,465.00	49,919.00	51,417.00
4	49,196.00	50,672.00	52,192.00	53,758.00
5	51,339.00	52,879.00	54,465.00	56,099.00
6	53,491.00	55,096.00	56,749.00	58,451.00
7	55,670.00	57,340.00	59,060.00	60,832.00
8	57,786.00	59,520.00	61,306.00	63,145.00
9	59,939.00	61,737.00	63,589.00	65,497.00
10	62,077.00	63,939.00	65,857.00	67,833.00
11	62,077.00	63,939.00	65,857.00	67,833.00
12	62,077.00	63,939.00	65,857.00	67,833.00
13	63,995.00	65,915.00	67,892.00	69,929.00
14	63,995.00	65,915.00	67,892.00	69,929.00
15	64,755.00	66,698.00	68,699.00	70,760.00
16	64,755.00	66,698.00	68,699.00	70,760.00
17	64,755.00	66,698.00	68,699.00	70,760.00
18	66,264.00	68,252.00	70,300.00	72,409.00

CUST. HEAD +1000
H/S S STEP 19 RANGE 1 CONTRACT DAYS 260 HOURS/DAY 8.00

HC+1000

STEP	SCHD CBE 2006/2007	CCE 2007/2008	CDE 2008/2009	CEE 2009/2010
1	48,438.00	49,891.00	51,388.00	52,930.00
2	50,579.00	52,096.00	53,659.00	55,269.00
3	52,739.00	54,321.00	55,951.00	57,630.00
4	54,877.00	56,523.00	58,219.00	59,966.00
5	57,028.00	58,739.00	60,501.00	62,316.00
6	59,113.00	60,886.00	62,713.00	64,594.00
7	59,113.00	60,886.00	62,713.00	64,594.00
8	59,113.00	60,886.00	62,713.00	64,594.00
9	59,113.00	60,886.00	62,713.00	64,594.00
10	59,113.00	60,886.00	62,713.00	64,594.00
11	59,113.00	60,886.00	62,713.00	64,594.00
12	59,873.00	61,669.00	63,519.00	65,425.00
13	61,193.00	63,029.00	64,920.00	66,868.00
14	61,955.00	63,814.00	65,728.00	67,700.00
15	61,955.00	63,814.00	65,728.00	67,700.00
16	61,955.00	63,814.00	65,728.00	67,700.00
17	61,955.00	63,814.00	65,728.00	67,700.00
18	63,278.00	65,176.00	67,131.00	69,145.00
19	64,038.00	65,959.00	67,938.00	69,976.00

CUST HEAD -1000
H/S S STEP 18 RANGE 1 CONTRACT DAYS 260 HOURS/DAY 8.00

HC -1000

STEP	SCHD CBF 2006/2007	CCF 2007/2008	CDF 2008/2009	CEF 2009/2010
1	47,006.00	48,416.00	49,868.00	51,365.00
2	49,153.00	50,628.00	52,147.00	53,711.00
3	51,291.00	52,830.00	54,415.00	56,047.00
4	53,445.00	55,048.00	56,699.00	58,401.00
5	55,585.00	57,263.00	58,981.00	60,750.00
6	57,680.00	59,410.00	61,192.00	63,028.00
7	58,440.00	60,193.00	61,999.00	63,859.00
8	59,199.00	60,975.00	62,804.00	64,688.00
9	59,199.00	60,975.00	62,804.00	64,688.00
10	59,199.00	60,975.00	62,804.00	64,688.00
11	59,199.00	60,975.00	62,804.00	64,688.00
12	59,199.00	60,975.00	62,804.00	64,688.00
13	59,760.00	61,553.00	63,400.00	65,301.00
14	60,521.00	62,337.00	64,207.00	66,133.00
15	60,521.00	62,337.00	64,207.00	66,133.00
16	60,521.00	62,337.00	64,207.00	66,133.00
17	60,521.00	62,337.00	64,207.00	66,133.00
18	61,843.00	63,698.00	65,609.00	67,578.00

CUSTODIAN MAINTENCE
H/S S STEP 19 RANGE 1 CONTRACT DAYS 260 HOURS/DAY 8.00

C MAINT

STEP	SCHD CBG 2006/2007	CCG 2007/2008	CDG 2008/2009	CEG 2009/2010
1	42,715.00	43,996.00	45,316.00	46,675.00
2	44,849.00	46,194.00	47,580.00	49,007.00
3	47,006.00	48,416.00	49,868.00	51,364.00
4	49,153.00	50,628.00	52,147.00	53,711.00
5	51,298.00	52,837.00	54,422.00	56,055.00
6	53,445.00	55,048.00	56,699.00	58,400.00
7	53,445.00	55,048.00	56,699.00	58,400.00
8	54,206.00	55,832.00	57,507.00	59,232.00
9	54,936.00	56,615.00	58,313.00	60,062.00
10	54,966.00	56,615.00	58,313.00	60,062.00
11	54,966.00	56,615.00	58,313.00	60,062.00
12	54,966.00	56,615.00	58,313.00	60,062.00
13	55,355.00	57,016.00	58,726.00	60,488.00
14	55,355.00	57,016.00	58,726.00	60,488.00
15	55,355.00	57,016.00	58,726.00	60,488.00
16	55,355.00	57,016.00	58,726.00	60,488.00
17	55,355.00	57,016.00	58,726.00	60,488.00
18	57,627.00	59,356.00	61,137.00	62,971.00
19	58,388.00	60,140.00	61,944.00	63,802.00

CUST SPR GRDS/AST HC
H/S S STEP 19 RANGE 1 CONTRACT DAYS 260 HOURS/DAY 8.00

S GR/AHC

STEP	SCHD 2006/2007	CBH	CCH 2007/2008	CDH 2008/2009	CEH 2009/2010
1	40,327.00		41,537.00	42,783.00	44,066.00
2	42,472.00		43,746.00	45,058.00	46,410.00
3	44,618.00		45,957.00	47,336.00	48,756.00
4	46,770.00		48,173.00	49,618.00	51,107.00
5	48,915.00		50,382.00	51,893.00	53,450.00
6	51,061.00		52,593.00	54,171.00	55,796.00
7	51,061.00		52,593.00	54,171.00	55,796.00
8	51,061.00		52,593.00	54,171.00	55,796.00
9	51,061.00		52,593.00	54,171.00	55,796.00
10	51,061.00		52,593.00	54,171.00	55,796.00
11	51,061.00		52,593.00	54,171.00	55,796.00
12	51,061.00		52,593.00	54,171.00	55,796.00
13	52,973.00		54,562.00	56,199.00	57,885.00
14	53,735.00		55,347.00	57,007.00	58,717.00
15	53,735.00		55,347.00	57,007.00	58,717.00
16	53,735.00		55,347.00	57,007.00	58,717.00
17	54,495.00		56,130.00	57,814.00	59,548.00
18	55,245.00		56,902.00	58,609.00	60,367.00
19	56,004.00		57,684.00	59,415.00	61,197.00

CUST GROUNDSKEEPER/CUSTODIAN/MESSENGER
H/S S STEP 19 RANGE 1 CONTRACT DAYS 260 HOURS/DAY 8.00

GRDSKPER/ CUSTODIAN/ MESSENGER

STEP	SCHD CBI	CCI	CDI	CEI
	2006/2007	2007/2008	2008/2009	2009/2010
1	34,359.00	35,390.00	36,452.00	37,546.00
2	36,503.00	37,598.00	38,726.00	39,888.00
3	38,656.00	39,816.00	41,010.00	42,240.00
4	40,808.00	42,032.00	43,293.00	44,592.00
5	42,953.00	44,242.00	45,569.00	46,936.00
6	45,098.00	46,451.00	47,845.00	49,280.00
7	47,241.00	48,658.00	50,118.00	51,622.00
8	49,397.00	50,879.00	52,405.00	53,977.00
9	50,157.00	51,662.00	53,212.00	54,808.00
10	50,157.00	51,662.00	53,212.00	54,808.00
11	50,919.00	52,447.00	54,020.00	55,641.00
12	50,919.00	52,447.00	54,020.00	55,641.00
13	51,298.00	52,837.00	54,422.00	56,055.00
14	51,298.00	52,837.00	54,422.00	56,055.00
15	51,298.00	52,837.00	54,422.00	56,055.00
16	51,298.00	52,837.00	54,422.00	56,055.00
17	51,298.00	52,837.00	54,422.00	56,055.00
18	53,569.00	55,176.00	56,831.00	58,536.00
19	54,329.00	55,959.00	57,638.00	59,367.00