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AGREEMENT

BETWEEN

ISLAND PARK UNION FREE SCHOOL DISTRICT

AND

**CUSTODIAL UNIT
OF ISLAND PARK FACULTY ASSOCIATION**

JULY 1, 2007 THROUGH JUNE 30, 2010

RECEIVED

NOV 27 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT

THIS AGREEMENT is made and entered into by and between ISLAND PARK UNION FREE SCHOOL DISTRICT, ISLAND PARK, NEW YORK and CUSTODIAL UNIT of ISLAND PARK FACULTY ASSOCIATION this 25th day of June, 2007 and shall be effective JULY 1, 2007 through JUNE 30, 2010.

PREAMBLE

In order to effectuate the provisions of the Public Employees' Fair Employment Act, hereinafter referred to as the "Taylor Act" to encourage and increase effective and harmonious working relationships between the Board of Education and its employees, and to enable the said employees, represented by the Island Park Faculty Association, to more fully participate in and contribute to the development of policies for the District so that the cause of public education may best be served,

NOW, THEREFORE, the parties agree as follows:

ARTICLE I DEFINITIONS

- A. BOARD
The term "Board," as used in this Agreement, shall mean the Board of Education of the Island Park Union Free School District, Island Park, New York.
- B. CUSTODIANS
The term "Custodian," as used in this Agreement, shall refer to all full-time personnel classified as "custodian," "cleaner," or "maintainer" by the Civil Service Department regulations, unless designated "acting head custodian" by the District.
- C. DISTRICT
The term "District," as used in this Agreement, shall mean Island Park Union Free School District, Island Park, New York.
- D. SUPERINTENDENT
The term "Superintendent," as used in this Agreement, shall mean the Superintendent of Island Park Union Free School District, Island Park, New York, his/her designee, or anyone empowered to act in his/her behalf.

ARTICLE II BARGAINING UNIT

- A. RECOGNITION
The Board of Education recognizes the Custodial Unit of Island Park Faculty Association as the official and exclusive negotiating agent for all full-time members of the Custodial Bargaining Unit.

ARTICLE III
SALARY

A. ANNUAL SALARY

The base salary scales to be used for each year of this agreement were determined as follows:

<u>Year</u>	<u>% Increase</u>
2007-2008	'06-'07 base scale increased by 3.5%
2008-2009*	'07-'08 base scale will be increased by 3.5%
2009-2010	'08-'09 base scale will be increased by 3.5%

* In 2008-2009, each category will receive an additional step of \$2,200. Employees hired prior to July 1, 1995 will receive a one-time increase of \$2,200.

Salary scales follow:

Base Salary Scales

<u>CLEANER STEPS</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1	30,584	31,655	32,763
2	32,669	33,812	34,996
3	34,719	35,934	37,192
4	37,203	38,505	39,853
5	39,536	40,920	42,352
6		43,120	44,629
<u>CUSTODIAN STEPS</u>			
1	34,138	35,333	36,570
2	36,203	37,470	38,782
3	38,362	39,705	41,095
4	40,758	42,185	43,661
5	43,123	44,633	46,195
6		46,833	48,472
<u>MAINTAINER STEPS</u>			
1	37,045	38,341	39,683
2	39,109	40,477	41,894
3	41,269	42,713	44,208
4	43,663	45,191	46,772
5	46,030	47,641	49,308
6		49,841	51,585

Base Salary Scales for Cleaners, Custodians and Maintainers Who Were Active
Members of the Island Park Union Free School District Staff Prior to 7/1/95

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Kelly	49,158	53,079	54,937
Ramos	49,255	53,179	55,040
Jackson	53,759	57,840	59,865
Moran	53,524	57,597	59,613
Strommer	53,490	57,562	59,577
Maintainer	54,359	58,462	60,508

B. LONGEVITY

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
In the 11 th Year	932	964	998
In the 16 th Year	932	964	998
In the 21 st Year	932	964	998

C. NIGHT DIFFERENTIAL
Additional payment of 7.5% of salary as determined above.

D. NIGHT CUSTODIAN-IN-CHARGE
Paid annually in addition to salary as determined above.

<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1,001	1,036	1,072

E. MAINTAINER IN CHARGE
Will receive an annual stipend of:

16,000	16,560	17,140
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- F. OVERTIME
1. Shall be offered in accordance with the ability of an individual to perform duties and responsibilities as determined by the Superintendent. When there is equal ability among two or more custodians, assignment will be made by seniority.
 2. Overtime rate shall be at time and one-half hourly rate based on a 40-hour work week.

- G. SNOW REMOVAL
1. Removal during hours when school is in session will be paid at the custodian's normal rate.
 2. Removal on workdays when school is closed due to weather conditions will be paid at a time-and-one-half rate.
 3. Removal on holidays, weekends or during extended shift times will be paid on a double-time basis. Extra pay will be paid only for time the unit employee is engaged in snow removal activities at the job site(s).

ARTICLE IV
WORKING CONDITIONS

A. **HOURS**

1. Normal work day shall be seven (7) consecutive hours extended by the amount of time taken for lunch.
2. Day shift shall commence no earlier than 7:00 A.M. and shall end no later than 5:00 P.M.
3. Night shift shall commence no earlier than 2:30 P.M. and no later than 12:00 midnight, except on days when school is not in session and custodians are working.
4. Shift assignments shall be based upon skill of individual, ability to work with children, and other requirements as determined by the Superintendent. When there is equal ability among two or more custodians, assignment will be made by seniority.
5. A lunch break of at least thirty (30) minutes shall be provided in addition to seven (7) hour workday.
6. Emergency assignments shall be made by the Superintendent or designee in accordance with duties and responsibilities of the assignment.
7. Double Shift: A maximum assignment of two (2) full shifts, except in extreme emergencies, shall be assigned by seniority with the right of refusal. It shall be paid at a double time rate of pay.
8. Unit members shall not be required to perform work that has been assigned to part-time and/or per diem day and evening employees who are not members of this bargaining unit.
9. Members of the Unit hired after July 1, 2001 assigned to night shift may be required to work days during school holidays. Member of the Unit hired after July 1, 2001 on day shift will begin no earlier than 6:00 A.M. and end no later than 6:00 P.M.

B. **SICK LEAVE**

Fifteen (15) days per year, accumulation without limit. After three (3) days' absence in any year, the Superintendent may require a doctor's certification of reason for illness. Employees who use two or fewer sick days in a fiscal year may transfer one personal day (if available) to the sick leave bank.

Employees who use no sick leave during a fiscal year will receive a payment of \$1,000 in the following year. Employees who use one sick day during a fiscal year will receive a payment of \$800 in the following year. Employees who use two sick days during a fiscal year will receive a payment of \$600 in the following year.

C. PERSONAL DAYS

Each association member shall be entitled to three (3) days personal leave for the purpose of taking care of business that cannot be attended to outside the regular work day. Except in an emergency, prior permission must be obtained from the Superintendent of Schools or designee at least three (3) calendar days before the requested personal day or days are to be effective. Personal days may be accumulated up to a total of ten (10) days.

D. BEREAVEMENT DAYS

Custodians are entitled to three (3) days per year for the purpose of attending the funeral of a member of the immediate family. Immediate family shall mean spouse and children, brothers, sisters, mothers, fathers, mothers-in-law, fathers-in-law, grandparents, grandchildren, sons-in-law, daughters-in-law, brothers-in-law and sisters-in-law.

E. HOLIDAYS

1. New Year's Day, Martin Luther King Day, Presidents' Day, Friday of the week of winter recess, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, day after Thanksgiving, Christmas.

In addition, when July 4th, Christmas and New Year fall on Tuesday or Thursday, the Monday or Friday will also be holidays.

The day before Thanksgiving will be a holiday if school is not in session.

2. Any additional days off shall be determined by the Superintendent. Whenever possible, at least one (1) day notification of such determination shall be made.
3. Any holiday, as provided in the current Island Park Custodians' Contract under Article IV, Section E.1, that falls on a Thursday may, with the approval of the Superintendent, also include Friday if school is closed on that Friday.
4. Any holiday, as provided in the current Island Park Custodians' Contract under Article IV, Section E.1., that falls on a Tuesday may, with the approval of the Superintendent, also include Monday if school is closed on that Monday.
5. For any holiday provided under this Section (E.1.) that falls on a weekend, the Friday prior, or the Monday after, shall be a "day off," provided that school is not in session. In the event school is in session, each employee covered by this agreement shall be entitled to one "day off." The date for said "day off" to be requested by the employee and granted, with the approval of the Superintendent.

F. VACATION

1. Two (2) weeks' vacation will be granted July 1 after the first year of employment. Employment of more than six months will be considered a full year. Three (3) weeks' vacation will be granted the following July 1. Four weeks' vacation will be granted July 1 in the tenth year of employment.

2. Vacations shall be taken during July and August unless application to take days at some other time is made and approved by the Superintendent prior to June 30th of each year.
3. In the event that summer vacation is not granted, a later date will be arranged, or payment made, for remaining days of entitlement.
4. Vacations shall be granted according to seniority in the event there is a conflict.
5. Winter vacations will be granted whenever possible, provided there is no additional expense to the District.

G. ACCUMULATED SICK AND PERSONAL DAYS

1. Employees are entitled to receive payment annually for 50% of the number of days over eight (8) days that would otherwise be added to their accumulated sick leave bank. Payment rate shall be 1/228 of scheduled salary and shall be made within 75 days following June 30th of each school year. Employees electing payment shall so indicate in writing no later than June 30th. Days for which payment is not made shall be added to the individual's sick leave bank.

Example:	Sick leave used	=	1
	Unused sick days	=	14
	Minimum to sick bank	=	8
	Days eligible for payment	=	6
	50% of eligible days .5 x 6	=	3
	Rate of payment 1/228 of salary x 2		
	Days added to sick bank 8 + 3	=	11

2. When a member of the Custodial Unit leaves the employ of the District, said person shall be paid at the rate of thirty-three percent (33%) of their then current daily pay rate, calculated at one two hundred twenty-eighth (1/228) of annual salary for sick and personal days accumulated to a maximum of 228 such days. In the event the employee dies while employed, any amount due under this provision shall be payable to the employee's estate.

ARTICLE V
EMPLOYEE BENEFITS

A. HEALTH INSURANCE

The Board of Education shall provide health insurance for individual, individual and dependent, and dependent student pursuant to the Empire Plan. The employees of the Custodial Unit shall be responsible for paying the following percentage of the premiums:

<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
11%	12%	13%

A Section 125 Plan of the Federal Internal Revenue Code, will be available to Custodial Unit employees starting 7/1/96, in order to permit unit employees to set aside funds for health insurance payments and medical payments.

Effective 7/1/95, if a Custodial Unit employee elects not to receive the health insurance coverage provided by the District, the employee can request payment as follows for each school year in which said coverage is not provided.

Coverage Eliminated:	<u>Individual</u>	<u>Family</u>
	\$750	\$1,500

B. HEALTH INSURANCE - RETIREES

The Board of Education shall provide fully paid individual health insurance pursuant to the Empire Plan. In the event the retiree wishes to select family coverage, 65% of the additional premium shall be paid by the retiree.

C. DENTAL INSURANCE

Dental insurance for the individual employee shall be paid by the District. Family dental insurance may be selected, but additional costs shall be paid by the employee. Employees choosing family coverage must make a commitment to continue this coverage for twenty-four (24) months, except that an employee shall have the right to change dental coverage to individual coverage in the event the employee has a change in marital status or the death of a dependent.

D. RETIREMENT

The Board of Education will provide retirement plans Section 75-E, Non-Contributing Plan with guaranteed benefits; Section 75-G, a Career Retirement Plan; Section 75-I, a New Career Retirement Plan. The Article 14, Social Security, CO/ESC reduction will apply as required by law.

E. SOCIAL SECURITY

The District shall not eliminate payment to the federal Social Security program and shall maintain coverage for all custodians covered by this Agreement.

F. GROUP TERM LIFE INSURANCE

The Board of Education will provide Group Term Life Insurance in the amount of thirty thousand dollars (\$30,000) per custodian covered in this Agreement.

G. DISABILITY INSURANCE

The Board of Education will provide Disability Insurance to pay 2/3 of the unit member's current salary with a maximum of \$1,500 per month. There will be a waiting period of ninety (90) calendar days or expiration of the unit member's accumulated sick leave as specified in the District disability policy.

ARTICLE VI
OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. CONTINUATION OF POSITIONS

The Board of Education shall maintain ten (10) full-time positions and shall continue to maintain ten (10) full-time positions at all times.

B. CLOTHING AND OTHER EQUIPMENT

1. Uniforms and jackets shall be provided to all custodians.
2. Appropriate inclement weather clothing shall be provided as needed for specific purposes.
3. District shall provide tools and equipment which shall be available to night custodians and others as needed. No employee shall be required to provide tools or equipment.
4. Required safety equipment shall be available and accessible at each building. Equipment shall consist of but not limited to: safety work boots, safety goggles, mask and respirators.

C. SCHOOL BUILDING

The Custodial Unit of Island Park Faculty Association shall have the right to use school buildings for meetings, at reasonable times, without cost, except as may be limited by law.

D. BULLETIN BOARDS

The Custodial Unit of the Island Park Faculty Association shall have the right to place notices, circulars and other material on designated school bulletin boards and in teachers' mail boxes.

1. Authorized representatives of the Custodial Unit shall assume responsibility for the posting and distributing of such material for the Association.
2. A copy of all such material to be publicly posted in the school shall be sent to the Superintendent.
3. The Custodial Unit shall not publicly post in the school material endorsing or opposing a political issue or candidate for public office.

E. VACANT POSITIONS

When a full-time position is to be filled after a vacancy occurs, every effort will be made to secure the replacement in an expeditious manner.

F. BUILDING ASSIGNMENT

Changes in assignment between buildings shall be determined by the Superintendent in accordance with duties and responsibilities of the assignment. Whenever possible, two (2) weeks notice shall be given.

G. COMPLAINTS, REPRIMANDS, HEARINGS, RECALL

1. Any complaint regarding a custodian which is acted upon shall be promptly called to the custodian's attention and the accusing individual identified.
2. Civil Service Regulations and procedures shall be followed in regard to reprimands, hearings, and recall of excessed custodians.

H. FILES

1. Acknowledgment of Information
Excluding references and information obtained in the process of evaluating the custodian for employment, and subsequent transcripts and placement folders marked "Confidential," no material which is derogatory to a custodian's conduct, service, character, or personality, shall be placed in the files unless the custodian has had an opportunity to read the material. The custodian shall acknowledge that he/she has read the material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement or disagreement with its content.
2. Answer
A custodian shall have the right to answer any material filed and his/her answer shall be attached to the file copy by the Superintendent or his/her designee.
3. Access to Files
A custodian shall be given access to his/her file within twenty-four (24) hours after receipt of request by the Superintendent or designee.
4. Reproductions
Upon receipt of a written request, the custodian shall be furnished with a reproduction of any material in his/her file, excluding references and information obtained in the process of evaluating the custodian for employment and excluding those college transcripts which indicate the records to be confidential.

I. PRIVATE LIFE

The private and personal life of any custodian is not within the appropriate concern or attention of the Board except when it impairs the custodian's effectiveness. Custodians shall be entitled to full rights of citizenship and no religious or political activities of any custodian, or the lack thereof, shall be grounds for any discipline or discrimination by the Board of Education with respect to the employment of such custodian. However, nothing contained in this Section shall be construed to deprive the Board of any rights it may exercise under the Education Law or the Civil Service Law.

J. MILITARY LEAVE

Military leave of absence shall be granted in accordance with the provisions of the Federal Re-employment Right Law and the provisions of the New York State Military Law.

K. JURY DUTY

A custodian who is required to serve on a Federal Jury shall be paid his/her regular salary and shall not be required to forfeit personal days. The custodian shall endorse the check received for jury duty to the District.

In instances where a custodian is summoned for jury duty in New York State courts where a jury duty allowance is not granted to the custodian, Island Park UFSD wages will not be withheld, the custodian will not be entitled to a jury duty allowance.

Any custodian who volunteers for jury duty shall not be paid during the period of absence related to such voluntary service.

L. WORK LOAD STUDY

Custodians and the District will establish a procedure for study of workloads. Future assignments will be based upon results of such study or the Custodial Unit. Workload studies will be conducted when administration or the Custodial Unit proposes major workload changes.

M. GROUNDS MAINTENANCE

The School District has the right to contract grounds maintenance with an independent contractor.

ARTICLE VII
GRIEVANCE PROCEDURE

A. DEFINITIONS

A grievance shall mean any dispute involving the interpretation or application of the Agreement. The Immediate Supervisor refers to the administrator to whom the custodian reports (a listing will be published annually).

B. GENERAL PROVISIONS

1. No Reprisal

The filing of a grievance under this Article shall not lead to any reprisals by either party against any person or persons filing said grievance, or the Association.

2. Right to Grieve

Any custodian, group of custodians, the Association, and the Board shall have the right to grieve.

3. Right to Counsel

Any custodian shall have the right to present a grievance and to have such grievance adjusted with representation of his/her own choosing.

4. Time of Proceedings

All proceedings in connection with grievances shall take place during non-school hours. However, nothing in this paragraph shall prevent the Administration from considering and adjusting any grievances during school hours.

5. Expenses
All customary expenses of arbitration shall be shared equally by the parties with the exception of attorney's fees.

C. PROCEDURE

1. Step One (Immediate Supervisor)
Any custodian, group of custodians, or the Association may present formal grievances in writing to an Immediate Supervisor within sixty (60) school days after the custodian knew or should have known of the act or condition upon which the grievance is based. The grievance shall be discussed with the objective of informally resolving the complaint in a mutually satisfactory manner. The Supervisor, after concluding discussion of the grievance, shall put his/her answer in writing and shall transmit it to the grieving party. Nothing in this paragraph shall be construed to prevent any custodian from informally or orally raising a complaint or discussion of a grievance with his Supervisor, prior to formal submission of a written grievance.
2. Step Two (Superintendent)
 - a) In the event that the grievance is not resolved within five (5) school days under Step One, the grievant may within five (5) school days from the time he/she has received the decision from the Immediate Supervisor, appeal in writing to the Superintendent.
 - b) If a grievance affects a group of custodians and appears to involve more than one Immediate Supervisor, it may be submitted immediately at Step Two, provided that the notice of intent has been given to each Immediate Supervisor and provided five (5) days prior notice of intent has been given.
 - c) The Superintendent will render a decision within ten (10) calendar days after completion of presentation of the grievance.
3. Step Three (Arbitration)
 - a) In the event that a grievance is not resolved within ten (10) days under Step Two, any party may, within thirty (30) days, submit the dispute to arbitration.
 - b) The proceeding may be initiated by filing an appropriate notice with the American Arbitration Association. This notice shall include a brief statement setting forth precisely the issue to be decided and the specific provision of the Agreement claimed to have been violated. A copy of said notice shall be simultaneously submitted to the other party. The Voluntary Labor Arbitration Rules shall apply to all proceedings under Step Three.
 - c) The Arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and he/she shall be without power or authority to make any decision:

- (1) contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law;
 - (2) limiting or interfering in any way with the powers, duties and responsibilities of the Board under its by-laws (provided such by-laws do not conflict with the provisions of the collective negotiations agreement in effect at the time of the award), applicable law or rules or regulations having the force and effect of law;
 - (3) involving powers or duties imposed by law upon the Superintendent and/or the Board of Education, including but not limited to action taken pursuant to Section 3012 of the Education Law. The Association shall be notified of and shall have the right to be present at all steps of the grievance procedure as set forth hereinabove.
- d) The decision of the Arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as final by the parties and both will abide by it.
- e) If an award directing monetary damages or the performance of an act requiring the expenditure or appropriation of monies is made and no appropriation appears in the budget for the sum awarded, the Board shall make appropriate provision for inclusion of such sum for the next budget, or in the event time considerations do not allow for such inclusion, in the following budget.

ARTICE VIII
AGREEMENT

- A. This Agreement shall apply equally to all employees included in the Custodial Negotiations Unit and shall pertain to and bind each employee without regard to whether or not he/she is a member in good standing of the employee organization.
- B. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item during the life of this Agreement, specifically July 1, 2007 through June 30, 2010.

ARTICLE IX
DURATION

This Agreement shall become effective as of July 1, 2007 and shall remain in full force until June 30, 2010.

ARTICLE X
SECTION 204a – TAYLOR LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SUBSCRIBED THEIR SIGNATURES.

Island Park Union Free School District

Edward Price, Superintendent

Island Park Faculty Association

Patricia Collins, President