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Title: **East Williston Union Free School District and East Williston Union Free School District Custodial Unit, CSEA Local 1000, AFSCME, AFL-CIO, Nassau County Educational Local 865 (2011)**

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Union: **East Williston Union Free School District Custodial Unit, CSEA, AFSCME, AFL-CIO**

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AGREEMENT

By and between

EAST WILLISTON UNION FREE SCHOOL DISTRICT

And the

**EAST WILLISTON UFSD CUSTODIAL UNIT
CSEA, LOCAL 1000 AFSCME, AFL-CIO**

CSEA, INC.

**East Williston Custodial Unit
Nassau County Educational Local 865**

July 1, 2011 – June 30, 2015

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ARTICLE I RECOGNITION

A. RECOGNITION

The East Williston Union Free School District recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO hereinafter known as CSEA, as the sole and exclusive representative of all custodial employees.

B. DUES DEDUCTION

The Employer shall deduct from the wages of employees and remit to the CSEA regular membership dues and other authorized deductions for those employees who sign such authorization permitting such payroll deductions.

C. EMPLOYEE REPRESENTATION

The Employer agrees that the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO shall be the sole and exclusive representative for all custodial employees for the purpose of collective bargaining and grievance. The period of unchallenged representative status for the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO shall be for the maximum period described in Article 14, Section 208 of the Civil Service Law.

D. CONTRACT NEGOTIATION SESSIONS

Negotiation sessions for successor agreements to this contract shall not take place during work hours.

ARTICLE II SAVINGS CLAUSES

A. CONFORMITY TO LAW

If any article, or part hereof, of the agreement or any addition thereto should be decided as in violation of any federal, state, or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.

B. If a determination or decision is made as per section (A) of this article, the original parties to this agreement shall convene immediately for purposes of negotiation of a satisfactory replacement for such article or part thereof.

C. SEPARATION FROM STAFF

Should a reduction of staff beyond normal retirement and resignations be necessary, separation from employment shall be based on seniority within specific titles, i.e. Cleaner, Custodian, Head Custodian, etc., based on date of employment.

D. PREVIOUS PRACTICES

Existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the Employer, unless specifically excluded or modified by this agreement, shall remain in full force and effect during the life of this agreement.

E. LEGISLATIVE ACTION

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.

ARTICLE III WAGES AND COMPENSATION

A. HOURS

1. September 1 – June 30: The work week shall be 40 hours, Monday to Friday, exclusive of one half hour for lunch.
2. Drivers Hours: Drivers for school vehicles transportation shall be 7:00 a.m. to 4:00 p.m. exclusive of one hour for lunch.
3. July 1 – August 31: The work week shall be 38 ¾ hours, Monday to Friday exclusive of one half hour for lunch.

B. LONGEVITY PAY

Employees shall receive cumulative longevity pay as follows: \$700.00 after the tenth year, \$800.00 after the fifteenth year, the twentieth year, and the twenty-fifth year. The additional longevity pay will begin on July 1 following the date on which the employee completes their tenth, fifteenth, and twentieth or twenty-fifth year.

C. SHIFT DIFFERENTIAL

There shall be an \$800.00 annual salary differential for assignments on the night shift.

D. LEAD CLEANER, NIGHT SHIFT

The full time cleaners, night shift, shall receive \$900.00 per annum for supervisory duties of the part time night cleaning staff.

E. LEAD BUS DRIVER

On April 15, 1991, the Board of Education took action to establish the position of Lead Bus Driver. This position shall be compensated on the Lead Bus Driver salary schedule with additional pay given at the overtime rate for two (2) hours of additional work performed on each school day.

F. SUBSTITUTE SCHOOL BUS DRIVER STIPEND

The availability of substitute Bus Driver positions will be posted in the District and any qualified member of the custodial staff may apply for consideration. Interested members of the staff must:

1. File an application for the position with the Director of Transportation.
2. The individual must be approved for the position by the Nassau County Civil Service Commission, New York State Department of Transportation and the State Education Department.
3. The Custodian must complete in a satisfactory manner the required District training and familiarization program.
4. The Director of Transportation must approve the application for the position of Substitute School Bus Driver.

When the Director of Transportation certifies that the above items have been completed, the Custodian will be notified in writing and a copy will be forwarded to the Payroll Office for implementation of stipend payment.

The stipend is \$650.00 per year for approved Substitute Bus Drivers. The stipend will be paid in two installments during the course of the School District year (July 1 – June 30). Custodians who are approved will receive the first installment with their paycheck in September and the second installment with their last paycheck in June. Custodians approved as Substitute Bus Drivers during the course of the year shall receive a pro-rated amount commencing with the date of approval at the rate of \$65.00 per month and payment will be made with their last paycheck in June.

G. EXPERIENCE STEPS

Employees with less than six (6) months consecutive service in the District shall remain on the same experience step for the following District fiscal year.

H. SALARY SCHEDULE 2011-2015

Effective 7/1/11, the salary schedules in effect on 6/30/11 shall be increased by 0% and all employees shall be paid in accordance therewith (0% plus step where applicable).

Effective 7/1/12, the salary schedules in effect on 6/30/12 shall be increased by 0% and all employees shall be paid in accordance therewith (0% plus step where applicable).

Effective 7/1/13, the salary schedules in effect on 6/30/13 shall be increased by 1% and all employees shall be paid in accordance therewith (1% plus step where applicable).

Effective 7/1/14, the salary schedules in effect on 6/30/14 shall be increased by 1% and all employees shall be paid in accordance therewith (1% plus step where applicable).

Effective July 1, 2013, the salary schedules set forth at Appendix "C" shall be revised by adding six (6) additional steps between the first step and the highest step provided: (1) the starting salary for positions shall not be modified except as set forth at paragraph "1" hereof; (2) the highest salary for positions shall not be modified except as set forth at paragraph "1" hereof; and (3) no current employee shall receive a reduction in their present salary because of the addition of steps.

For the 2012-13 school year, the District shall pay full time employees a one-time, off-schedule amount of \$785. For the 2012-13 school year, the District shall pay regular part-time employees who work 17 hours or more per week a one-time, off-schedule amount of \$215. The District's obligation to make off-schedule payments shall sunset as of close of business on June 30, 2013, and this provision shall be null and void thereafter.

I. ADDITIONAL COMPENSATION FOR SERVICE IN HIGHER CLASSIFICATION

Employees may be asked to temporarily perform work of higher Civil Service Classification. To be compensated for this additional responsibility, the following conditions must all be met:

1. the additional responsibility must last for five (5) consecutive work days or longer;
2. the appropriate supervisor must approve the additional responsibility;
3. the Superintendent of Schools must give his/her approval;

4. no Civil Service regulations shall be violated.

If all of the above conditions are met, compensation shall be retroactive to the first day of service in the higher classification.

Compensation will be determined by moving the employee who is working in the higher category to the same step on which he is placed in the lower category and computing the resulting higher daily rate of pay. For example, a Custodian who is on Step 4 of the Custodian salary schedule who is asked to work in place of a Head Custodian will be compensated for his service in the higher classification at Step 4 of the Head Custodian schedule.

J. WEEKEND WORK

A member of the custodian unit will be offered the opportunity to be present when an outside group files a Building Use Form and is granted permission to utilize the inside of a school building on a weekend.

K. EXCEPTIONAL OUALIFICATIONS

Members of the staff who possess extraordinary certificates or licenses, or who are willing to train for such certificates or licenses, will be part of the staff development incentives as follows:

1. The District will only pay for pre-approved courses/training satisfactorily completed by employees. Such courses/training must be pre-approved by the Assistant Superintendent as leading to preparation that will benefit the District by eliminating the need to seek qualified outside resources or for the appropriate preparation of employees for work found in the normal course of the workday. The decisions of the Assistant Superintendent shall be final.

2. "3- Tier" System will be used to stipend certifications and licenses that can be used by the employee to provide flexibility for the District. The certificate or license must NOT be a requirement for the Civil Service title that the employee holds. If the employee accepts the stipend, the employee agrees to perform tasks that the certificate or license ordinarily provides:

- a. Tier 1: Recognizes certificates for specialized work. Employee will be paid \$200 per year for such certificate. Such certificates can include Asbestos Abatement and Pesticide Handling, qualifying the employee for work that other employees cannot complete without the certificate.

- b. Tier 2: Licenses. Employees will be paid \$650 per year for each license that provides flexibility for the employer in the services of the employee.

c. Tier 3: Trade license, requiring extensive training and testing. Employee would be paid an annual stipend of \$750 if he/she possesses license that would ordinarily permit the employee to work outside the district in trade and eliminate the need to outsource some work. Nassau County or Nassau Town Licensed Electrician, Plumber, Civil Engineer, and Licensed Automobile Mechanic are examples of such licenses.

ARTICLE IV OVERTIME

A. OVERTIME RATES

Overtime shall be paid at the rate of time and one-half (1 ½) for those hours worked in excess of 8 hours. Sunday and holiday, pay will be at double time (2x) rates.

B. OVERTIME PROCEDURES

In the event the District is unable to obtain volunteers for overtime assignments after exhausting contractual procedures (i.e., for inside building staff those provisions set forth at paragraphs "1" through "3" under "Inside Building Overtime", for grounds/maintenance staff those provisions set forth at paragraphs "1" through "3" under "Grounds/Maintenance Overtime", and for bus drivers those provision set forth at paragraph "1" under "Bus Driver Overtime"), the District may assign members to overtime in the order of inverse seniority unless specialized skills are needed. In the event a unit member is unable to perform overtime due to personal or family emergency, the employee shall immediately advise the Director of Facilities of the nature of the emergency. The Director of Facilities shall have the right to assign the next least senior bargaining unit member to work the mandatory overtime shift. The District may require the unit member claiming the personal or family emergency to submit reasonable documentation substantiating the emergency. Said employee shall submit such documentation within 48 hours of his or her return to a regular shift.

INSIDE BUILDING PERSONNEL OVERTIME

1. The Director of Buildings and Grounds, the Assistant Superintendent for Business or the Building Principal only can authorize overtime except for emergency situations.
2. When overtime is to be assigned, it shall be on a rotating basis, allowing all building personnel to work and earn overtime pay. Head Custodians are responsible to assign personnel to overtime.
3. If they cannot get anyone to work overtime in their building, then they are to call the office of the Director of Buildings and Grounds; if he is out of the District, they can then call the other schools for assistance. If no one is

available to work, the Head Custodian should notify his Principal and the Assistant Superintendent for Business in the Business Office.

4. Custodial personnel are required to be productive during overtime hours, when the building is being used by outside groups or district personnel. Head Custodians will be responsible for assigning work duties and making sure the assignments are being done.
5. Each building shall maintain a roster of personnel assigned to that building according to seniority. Overtime shall be offered by seniority to all, according to the needs of the District, free of discrimination.

GROUND/ MAINTENANCE OVERTIME

1. The Director of Buildings and Grounds and the Assistant Superintendent for Business only can authorize overtime except for emergency situations.
2. When overtime is to be assigned, it should be on a rotating basis, so everyone has a chance to work.
3. If they cannot get anyone to work in their respective department to cover the overtime, then the supervisor in that department calls the office of the Director of Buildings and Grounds; if he is out of the District or is unavailable, the department supervisor should notify the Assistant Superintendent for Business in the Business Office.
4. Each department shall maintain a roster of personnel assigned to that department according to seniority. Overtime shall be offered by seniority to all, according to the needs of the District, free of discrimination.
5. Bus Driver-Cleaners shall be given equal opportunity to work overtime, according to seniority, on a rotating basis if they are available.
6. All employees in all departments shall be given the opportunity to receive security clearance in order to make them eligible to work overtime.

BUS DRIVER OVERTIME

1. Charter bus driving assignments at compensation outlined in the Contract will be assigned on a rotating basis. On July 1 of each year, the rotating basis will be determined based on seniority. Charter schedule, control and assignments will be authorized by the Transportation Office. Refusal of the assignment will offer the next senior driver the opportunity to drive.
2. "Continuous Hours" are defined as overtime assignments that begin immediately after the regular (8 hour) work days ends.

3. "Callback Overtime" relates to unexpected and/or unplanned occurrences and applies to employees being recalled (returning to work) for a period for time outside and not immediately following the employee's regular 8 hour work shift. A bus driver assigned to work a "callback" driving assignment is guaranteed four (4) hours minimum pay based upon Contract rates.

C. HOLIDAY PAY

Effective January 1, 2009, employees required to work on a holiday shall receive a minimum of four (4) hours holiday pay. Should the required time exceed four (4) hours, then the employee shall receive pay at the applicable overtime rate for hours actually worked.

D. INCLEMENT WEATHER PROCEDURE

When schools are closed because of weather conditions, all regular full time employees who can report for duty will do so and will be compensated at a total daily rate not to exceed 2 ½ times (double time plus half-time) of their base pay. Those regular full time employees who cannot report for duty will be paid for the day at their regular rate.

Head Custodians, after consultations with the Director of Buildings and Grounds, will determine if part time night employees should be called in for duty.

E. EMERGENCY RECALL

1. Definition of Emergency Recall

Emergency Recall relates to unexpected and/or unplanned occurrences and applies to employees being recalled (returning to work) for a period of time outside the employees' regular hours of work. Employees who are requested to work an extended day (overtime) immediately following or prior to the employees' regular work hours will be paid at applicable overtime rates for actual hours worked.

2. Guarantee of Overtime Minimum

A guarantee of four (4) hours will apply when the emergency recall hours (employees returning to work) are outside of and separate from the employees' regular hours.

ARTICLE V VACATION AND LEAVE

A. SICK LEAVE

Sick Leave will accumulate at a rate of twelve (12) days per year accumulative to a maximum of 200 days for full-time employees. Sick leave in excess of three (3) consecutive days will require the returning employee to bring a note from his/her physician to the Director of Buildings and Grounds stating the reason for illness, the dates and the certification that the individual was unable to perform duties in the District. Employees may utilize their accumulated available sick leave for absences necessary due to the illness of an employee's immediate family, defined as spouse, children, parents, grandparents, brothers, sisters, and corresponding in-laws.

B. UNUSED SICK TIME

Any full-time custodial employee who submits his/her intentions to retire in writing to the Superintendent's Office at least 120 days prior to his/her planned retirement date may be paid at their then current rate for unused sick days than the employee has accumulated during his/her employment – not to exceed one hundred ten (110) days. To be eligible for this benefit, the employee must be both eligible to retire under the provisions of the New York State Employees Retirement System and subsequently retire under same.

Any full-time custodial employee hired after he/she reaches age 60 and remains in employ of the District for a maximum of five years (5) shall be eligible for payment for unused sick time upon retirement, at their then current rate of pay.

C. BEREAVEMENT LEAVE

Each employee is entitled to five (5) bereavement leave days per year for death in the immediate family. These days shall include travel time. The immediate family is defined as follows:

Employee and spouse of employee, children, parents, brothers, sisters, and grandchildren and grandparents.

D. PERSONAL BUSINESS LEAVE

Each full-time employee shall receive two (2) non-accumulative personal business leave days per year. Employees must be consecutively employed for six (6) months in order to be eligible for one (1) personal business day. Twelve (12) months of consecutive service is required for eligibility for two (2) personal business days.

Forty-eight hours notice must be given by the employee to their supervisor for approval of the personal business day, unless extenuating circumstances present same, then notice shall be given as soon as possible.

The employee must determine, before applying, that personal business meets the following criteria:

1. The business cannot be attended to at any other time except during work hours because the setting of time and date is beyond the employee's control.
2. The business is not in any way part of an enterprise carried on by the employee for profit.
3. The time used is not in any way associated with a vacation or recreating activity.

Requests for personal business leave shall be made in writing, using the form in Appendix "A". The request shall be acknowledged by the appropriate supervisor before the employee absents himself/herself.

E. VACATIONS

1. Two weeks vacation with pay will be granted after one (1) year of service, three (3) after four (4) years, and four (4) after eight (8) years.
2. All earned vacation for all unit members will accrue during the fiscal year and be awarded by the district and become available for use on July 1st – the beginning of each new fiscal year. The vacation year is defined as the school fiscal year: July 1 – June 30. Vacation time earned by June 30 of one year must be taken by June 30 of the following year, except that employees denied the use of vacation accruals shall be allowed to carry over unused vacation accrued into the next fiscal year. Pro-rated vacation days will be granted to new employees on a formula of .833 day for each full, consecutive month of employment. A maximum of ten (10) days will be granted under this provision. Employees leaving District employment before six months of service shall not be eligible for this benefit.
3. Employees shall have the right to request specific dates when they wish to take their vacation. Vacation time request forms shall be distributed by January 15th each year. The Director of Buildings and Grounds shall make the final decisions as to the assignment of vacation time for custodial staff.
4. The Director of Buildings and Grounds shall review all requests for vacation with the Head Custodian, or department supervisors. All requests for vacation should be decided on the basis of seniority. Employees are encouraged to take their vacation at a time that will least affect the smooth running of the District operation.

F. HOLIDAYS

Full-time custodial employees shall receive between fourteen (14) and seventeen (17) holidays per year. Should a legal holiday fall on a non-working day, and the day is not observed on an alternate day, employees shall be entitled to receive an additional day's pay.

The holidays that shall be observed are:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King, Jr. Day
Veterans' Day	President's Day
Thanksgiving Day	Holy Thursday*
Day after Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	Rosh Hashanah*
	Yom Kippur*

*These holidays will be considered paid holidays only when school is closed due to observance to these holidays.

FLOATING HOLIDAY

Holidays will be amended to reflect the addition of a December Recess Floating Holiday which will provide that all eligible staff shall observe a common date for a December Recess Floating Holiday.

ARTICLE VI BENEFITS

A. APPLICABILITY OF BENEFITS

1. All benefits listed apply to full-time salaried employees only except as provided for in Article X.
2. The Board agrees to a "Most Favored Nation Clause". That is, if the teacher group negotiates any improvement in Medical or Dental insurance benefits, the Custodial Unit shall receive the same.

B. MEDICAL INSURANCE

The Board agrees that coverage in the “Empire Option” of the “Health Insurance for New York State Employees” for eligible employees in the bargaining unit shall be paid by the District.

1. The Board shall pay 82% of the premium cost for Individual and family coverage for employees hired prior to July 1, 2008. The Board shall pay 80% of the premium cost for individual and family coverage for employees hired after July 1, 2008.

2. Effective June 30, 2015 and thereafter, the Board shall pay 80% of the premium cost for individual and family coverage for all eligible employees.

It is further understood and agreed that each employee desiring to participate in the Medical Insurance Program, shall authorize the Assistant Superintendent for Business to deduct from said employee’s salary each month a sum sufficient to pay the employee’s contribution of the medical insurance premium.

For those employees selecting the “GHI Option” or the “HIP Option” under the Health Insurance Plan, additional premiums that exceed those borne by the Board under the “Statewide Option”, shall be paid by the employee.

Health Insurance Contribution Deductions

Effective at the earliest mutually convenient date, bargaining unit members shall be entitled to have their health insurance deduction paid with pre-tax dollars (Section 125 plan).

Buy-Back Program. Effective January 1, 2009, employees may voluntarily waive coverage under the NYSHIP medical insurance program provided for in this Agreement by notifying the DISTRICT in writing by June 1 of their desire to do so for the subsequent school year. Employees who waive such coverage shall receive in the following June a lump sum payment added to their gross salary equal to the lower of the following:

a. Fifty percent (50%) of the premium the DISTRICT would have otherwise paid on their behalf; or

b. Five thousand dollars (\$5,000.00); or

c. Such sum as is the “prevailing sum” paid by the DISTRICT to the majority of DISTRICT’s unionized employees for health insurance buy-backs.

C. HEALTH INSURANCE - RETIREES

A. Employees who retired on or prior to December 31, 2008 shall contribute towards the premium cost of their major medical benefits (for themselves and/or their dependents) in accordance with the terms of the collective bargaining agreement which was in place at the time of their retirement.

B. Employees who retire on and after January 1, 2009 shall contribute towards the premium cost of their major medical benefits (for themselves and/or their dependents) in accordance with the contributions being made by active bargaining unit employees of the DISTRICT.

C. In order to qualify for "retiree health insurance" under this Article (i.e., wherein the DISTRICT pays a portion of the premium cost of major medical benefits), an employee must have a minimum of 10 years of DISTRICT service.

D. The District shall provide individual contracts to memorialize the District's health insurance contribution for retirees.

D. BENEFIT TRUST FUND – INSURANCE – LIFE – MEDICAL – VISION – DENTAL

1. The District and the Civil Service Employees Association Clerical and Custodial Units agree to utilize the East Williston Teachers' Association Benefit Trust funding formula to provide employee benefits for the Clerical and Custodial Units.
2. The Clerical and Custodial benefit fund shall:
 - a. adopt rules and regulations needed for its operations;
 - b. be administered by the District;
 - c. make decisions after discussion and consultation of all parties;
 - d. provide benefits for twelve (12) and ten (10) month employees.
3. For information purposes only, as of July 1, 1992, the benefit fund provided the following non-contributory benefits to eligible members:
 - a. \$30,000 life insurance starting date July 1st of each year;
 - b. accidental death and dismemberment insurance (employee only);
 - c. excess major medical insurance (family coverage);
 - d. vision care insurance (family coverage);
 - e. Dental Insurance

1. Eligibility
Twelve (12) and ten (10) month employees are eligible to participate in the District's dental insurance program.
2. Employees- Employer Cost Sharing
The District will pay 90% of the cost of providing the District's dental insurance plan for eligible employees.

4. Notwithstanding the foregoing, the DISTRICT (upon request of the CSEA) shall make payment into the CSEA dental and optical funds in an amount equal to the current (September, 2008) dollar cost being paid by the District for dental and optical coverage for employees. Such dollar cost (for dental/optical) shall thereafter not be affected by any increase in the Teacher's Association Benefit Trust funding formula.

E. RETIREMENT SYSTEM

The District shall continue to provide the non-contributory pension plan known as 75I of the New York State Employees Retirement System.

F. WORKERS' COMPENSATION

All employees will be covered by New York State Public Schools Statewide Workers' Compensation Trust.

G. ABSENCE IN WORKERS' COMPENSATION CASES

Full salary will be paid for thirty (30) days to a member of the custodial staff who has been injured on the job. Any monies received from compensation during this time will be refunded to the District. After thirty (30) days, sick leave will be deducted – the employees continuing to receive full salary until sick leave days are used up, with compensation monies refunded to the District. After sick leave days are used up, the employee receives no further salary from the school district. At this point, the employee will then receive the regular compensation payments to which they are entitled under the Workers' Compensation Law.

H. DISABILITY INSURANCE

1. Coverage
Custodial employees will be covered by a New York Disability Benefits Law Policy.
2. Benefit Coverage While on Disability
Employees on disability, no longer on regular payroll shall cease being entitled during the period of disability to further accrual of benefits provided hereunder.

I. UNIFORMS

1. Uniforms are to be worn whenever on duty and are to be maintained by the employee in a clean and neat manner.
2. New unit employees shall receive five new uniforms at the time of hire. Thereafter, all unit members shall receive four new uniforms annually. For purposes of this subparagraph, the term "employee" shall include "regular part-time employees who work 20 hours or more per week."
3. The Board shall provide ten (10) sets of both rain (slickers with hoods) and winter gear (heavy winter jacket, boots [galoshes], gloves and hats). This gear will be made available, on an as needed basis and as long as supply permits, for those employees who may be required to perform outside duties during inclement weather. These articles shall be replaced when and where required.
4. The Board will provide up to one hundred dollars (\$100.00) for one pair of Work Gear (or equivalent) shoes per year. Effective September 1, 2008, the Board will provide up to one hundred fifty dollars (\$150.00) for one pair of Work Gear (or equivalent) shoes per year. Cost document is required. Receipt must be attached to the purchase order.

J. DISTRICT PROVIDED LUNCH

Custodial employees on duty during the hours the school cafeteria is serving lunches may receive a daily allowance of \$1.25 toward the daily purchase of a lunch from the school cafeteria. If the employee selects a lunch that costs above this amount, that extra cost as well as any taxes shall be the sole responsibility of the employee.

It is understood that this is a daily allowance that may be applied to a daily lunch purchase in the school cafeteria.

No credit shall be given for lunches not taken, for lunches costing less than \$1.25, or credit saved from one lunch to be applied toward another.

If the school cafeteria ceases to provide lunch service, this benefit shall cease with no further obligation on the part of the District.

K. FRINGE BENEFITS FOR PART-TIME EMPLOYEES

Regular daytime part-time employees who work 20 hours or more per week shall be entitled to a prorating of benefits available to regular full-time employees.

ARTICLE VII CONDITIONS OF EMPLOYMENT

A. TRANSFERS

Employees desiring a transfer and/or a change in shift assignments should make a request in writing to the Director of Buildings and Grounds. Transfers or shift changes will be made when it has been decided by the District that such a change will be in the best interests of the employee, the school and the District, and when an appropriate opening is available.

B. CHANGES IN HOURS

Bus Drivers – Cleaners – Notwithstanding any other provision of this contract, School District Bus Drivers-Cleaners will agree to provide late bus service after the termination of their regular work day and accept a daily two-hour compensation limit of overtime rates for the performance of all duties associated with providing this service. This agreement does not apply to work time beyond three hours which might be required in emergency situations.

Maintainers – Notwithstanding any other provision of this contract, School District Maintainers who are assigned to the second shift (2:30 p.m. – 10:30 p.m.) shall agree to rescheduling their hours to the day shift (7:00 a.m. – 3:30 p.m.) upon receipt of twenty-four hours notice of shift change from the District. Additionally, they will continue to receive their second shift stipend and will be expected to continue working on the day shift for an indefinite period as may be in the best interest of the school district.

C. POSTING OF POSITIONS

All openings for promotional positions and for positions paying higher salary differentials shall be adequately publicized in every school building on bulletin boards and all qualified non-teaching personnel shall be given adequate opportunity to make application for such positions. Preference will be given to the internal candidate when the District determines that external and internal candidates are equally qualified.

D. NEW JOB TITLES/ EXTRA WORK OPPORTUNITIES:

When new titles are created, salaries for these positions must be negotiated with a CSEA representative. In addition, the School District shall have the right to designate employees from a pool of volunteers to engage in repairs and removal of asbestos-containing materials. Employees who are designated by the District must have taken and successfully completed the courses required for such work under existing state and federal regulations at the District's expense.

E. EMERGENCY WORK SCHEDULE

An emergency work schedule shall be created for the time when a replacement cannot be obtained for an absent employee.

F. SUGGESTIONS BY EMPLOYEES

At the request of CSEA, a representative of the employer shall meet with the employees to discuss maintenance and receive recommendations and suggestions relative to the maintenance of buildings and grounds. Such meetings shall be limited to one each month.

G. ASSAULT. PROPERTY DAMAGE. THEFT SUFFERED BY EMPLOYEES

Employees will report all cases of assault, property damage and theft suffered by them while on the duty to their Principal within ten (10) days. The Assistant Superintendent for Business or the Business Office staff will provide assistance and in general will act as liaison between the employee and the police, insurance agents, etc.

H. EDUCATIONAL IMPROVEMENT OF EMPLOYEE SKILLS

Both parties agrees to the desirability of having members of the custodial staff take outside courses to improve their skills and capabilities in the direction of maintenance- custodial and associated work. The staff, with the help of the CSEA, will present to the Board an outlined of its recommendations as to course work and a plan of compensation for the cost of the courses and the resulting improvement of skills.

I. REVIEW COMMITTEE FOR DISTRICT SECURITY

A committee consisting of two (2) members of the East Williston Custodial Unit of two (2) members of the administration, including the Director of Buildings and Grounds, shall review the request of any employee who is denied security clearance. Employees who are denied security clearance must document their position and present this information in writing to the Superintendent of Schools. The Committee should be activated within two weeks of receipt of the written request.

The Committee has the responsibility to review and investigate the request and the disposition thereof. All parties have the right to have witness to support their position. Findings of the Review Committee shall be completed within two weeks (14 days) following the conclusion of the review.

The findings will be made available to all interested parties, and the result of the decision will be effective immediately.

ARTICLE VIII – PERSONNEL FILES

A. EXAMINATION OF PERSONNEL FILES

The non-instructional employee may request and shall be permitted to examine his/her official employment and personnel file with the exception of original letters of recommendation. Official employment and personnel files are located in the Business Office.

B. DEROGATORY MATERIAL IN PERSONNEL FILES

No material derogatory to a non-teaching employee's conduct, service, character, or personality shall be placed in the Business Office file or Principal's file unless the employee has had an opportunity to read the material. The employee shall acknowledge that the employee has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signified that the employee has read the material to be filed, and does not necessarily indicate agreement with its content.

If an employee refused to affix his/her signature to the material, the Assistant Superintendent for Business shall have the right to place the material in the employee's file with a notation the employee refuses to affix his/her signature to the material.

C. RIGHT TO RESPOND TO PERSONNEL FILE MATERIAL

The employee shall have the right to answer any material filed and his/her answer to be attached to the file copy.

ARTICLE IX – GRIEVANCE PROCEDURE

Should a difference or dispute arise between the parties as to the interpretation of the Agreement, it shall be resolved in accordance with the following procedure:

Step 1

All custodians within a particular school building are directly responsible to the School Principal. Bus driver are directly responsible to the Director of Transportation. If an individual employee has a question on working conditions, the employee should first present the problem to his/her immediate supervisor:

- a. custodial staff: The Head Custodian. If the matter is not resolved by the Head Custodian, it should then be referred to the building Principal and the Director of Buildings and Grounds.

- b. bus drivers: the Director of Transportation. If possible, the supervisor and employee should resolve the problem at this level.

Step 2

If the employee is not satisfied with the decision, the employee has the right to appeal to the Assistant Superintendent for Business where the question will again be reviewed.

Step 3

Questions of major importance which cannot be resolved in Step 1 by the appropriate supervisor or in Step 2 by the Assistant Superintendent for Business shall be referred to the Superintendent of Schools.

Step 4

- a. If not settled in Step 1, 2, 3, either party may move by written request to the Public Employees Relations Board, a demand for binding arbitration. Within ten (10) days after receipt of the list, supplied by the Public Employees Relations Board, of the names of possible arbitrators, the parties shall jointly select an arbitrator from the names submitted. Reasonable time limit extensions shall be permitted due to school holidays, absence of appropriate officials, meeting schedule of the Board of Education, etc.
- b. In cases where termination and/or the suspension of an individual employee is being considered, grievance procedures step 1, 2, and 3 shall be completely bypassed and any attempt to resolve differences or disputes arising between the parties shall be in accordance with Step 4 of the grievance procedure.
- c. Costs relating to grievance procedures, including but not limited to arbitrator's fee, stenographic services, clerical time, supplies, postage, etc., shall be equally borne by the District and the Civil Service Employees Association.
- d. Effective January 1, 2009, and notwithstanding the foregoing, a matter shall be deemed untimely which was not initiated at Step 1 within 35 school days of the date on which the issue first arose.

ARTICLE X – NIGHT CLEANERS. PART-TIME

- A. Night cleaners, part-time, shall be covered by the following contractual provisions:

1. Salary

- a. Starting hourly rate for 2001- 2002 shall be \$10.77 for hours worked.
- b. After completing three months of satisfactory service: \$11.29 per hour for hours worked.
- c. The salaries shall be increased by 3.25% for the 2001-02, 3.25% for the 2002-03 school years, 3% for 2003-04 and 3% for 2004-05.
- d. After completing one year (10 months) of satisfactory service: a cleaner shall be placed on Step 1 of the salary schedule and paid the pro-rated hourly rate for the hours worked.
- e. See Appendix "C" for salary schedules.

2. Benefits

The night cleaners, part-time, shall only be entitled to those benefits, if eligible, mandated by the Civil Service Law, i.e., Retirement, Workers' Compensation and Social Security.

ARTICLE XI – DURATION

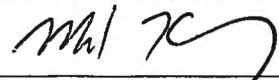
Except where indicated otherwise, the provisions of this Agreement shall be retroactive to July 1, 2011 and shall continue in effect through June 30, 2015.

This agreement shall supersede any and all prior agreements or understandings between the parties, including any rule, regulation or practice of the employer, unless specifically preserved and expressly continued.

This Agreement is acknowledge by the parties to constitute the full and complete understanding between them. Nothing herein contained may be altered, changed or modified EXCEPT in and by a writing duly subscribed by the respective parties hereto AFTER appropriate resolution where required.

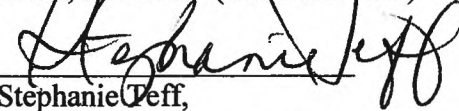
IN WITNESS WHEREOF, this Agreement has been duly subscribed by the duly authorized officers of the respective parties, this ___ day of October, 2013.

BOARD OF EDUCATION
EAST WILLISTON UNION
FREE SCHOOL DISTRICT

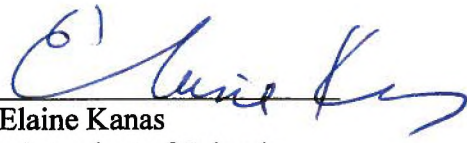
By: 
Mark Kamberg
Board President


Dated: 10/9/13

CIVIL SERVICE EMPLOYEES
ASSOCIATION, LOCAL 1000,
AFSCME, AFL-CIO (Custodial Unit)

By: 
Stephanie Teff,
CSEA Labor Relations Specialist

Dated: 10/9/13

By: 
Dr. Elaine Kanas
Superintendent of Schools

By: 
Michael Deister, President
East Williston Custodial Unit

Dated: 10/9/13

Dated: 10/9/13

APPENDIX "A"

EAST WILLISTON UNION FREE SCHOOL DISTRICT

CENTRAL ADMINISTRATION OFFICES

11 Bacon Rd.
Old Westbury, NY 11568

Date Submitted _____

NON-INSTRUCTIONAL PERSONNEL

REQUEST FOR PERSONAL DAY LEAVE

I hereby request _____ day(s) personal leave to be taken on:

Date(s) Month Day Year

I certify that the criteria stated for personal business leave are met.

Acknowledged:

Supervisor

Date

Employee's Signature

APPENDIX "B"

PLEASE POST

EAST WILLISTON UNION FREE SCHOOL DISTRICT

CENTRAL ADMINISTRATION OFFICES

11 Bacon Rd.
Old Westbury, NY 11568

TO: Custodial Personnel
FROM: Assistant Superintendent for Business
DATE:
SUBJECT: OPEN POSITION

Title of Position:

Qualifications:

Duties:

Immediate Supervisor:

Hours:

Starting Salary:

NOTE: Written requests must be received within five (5) working days of the posting date.

CUSTODIAL SALARY SCHEDULE
JULY 1, 2011 – JUNE 30, 2015
APPENDIX "C"

CLEANER/BUS DRIVER effective 7/1/2013 for employees hired after 1/1/2009

	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1	41,681	41,681	42,098	42,519
2	42,723	42,723	43,150	43,582
3	43,791	43,791	44,229	44,671
4	44,886	44,886	45,335	45,788
5	46,008	46,008	46,468	46,933
6	47,204	47,204	47,676	48,153
7	48,432	48,432	48,916	49,405
8	49,691	49,691	50,188	50,690
9	50,983	50,983	51,493	52,007
10	52,308	52,308	52,831	53,360
11	53,668	53,668	54,205	54,747
12	55,069	55,069	55,620	56,176

*The following employees shall be placed at the step indicated below effective 7/1/2013 for purposes of salary only. Change in step shall not otherwise affect the employee's seniority in the district.

Sean Considine	Step 11
Silvester Monaco	Step 9
Christian Parra	Step 8

LEAD BUS DRIVER effective 7/1/2013

	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1	41,681	41,681	42,098	42,519
2	42,723	42,723	43,150	43,582
3	43,791	43,791	44,229	44,671
4	44,886	44,886	45,335	45,788
5	46,008	46,008	46,468	46,933
6	47,204	47,204	47,676	48,153
7	48,432	48,432	48,916	49,405
8	49,691	49,691	50,188	50,690
9	50,983	50,983	51,493	52,007
10	52,308	52,308	52,831	53,360
11	53,668	53,668	54,205	54,747
12	55,069	55,069	55,620	56,176

CUSTODIAN/GROUNDSKEEPER effective 7/1/2013

	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1	44,401	44,401	44,845	45,293
2	45,600	45,600	46,056	46,516
3	46,831	46,831	47,299	47,772
4	48,095	48,095	48,576	49,062
5	49,394	49,394	49,888	50,387
6	50,728	50,728	51,235	51,747
7	52,123	52,123	52,644	53,170
8	53,556	53,556	54,092	54,633
9	55,029	55,029	55,579	56,135
10	56,542	56,542	57,108	57,679
11	58,098	58,098	58,679	59,265
12	59,696	59,696	60,293	60,896

MAINTAINER/SUPERVISING GROUNDSKEEPER effective 7/1/2013

	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-2015</u>
1	50,552	50,552	51,058	51,568
2	51,942	51,942	52,462	52,986
3	53,397	53,397	53,931	54,470
4	54,892	54,892	55,441	55,995
5	56,429	56,429	56,993	57,563
6	58,009	58,009	58,589	59,175
7	59,633	59,633	60,229	60,831
8	61,303	61,303	61,916	62,535
9	63,019	63,019	63,649	64,286
10	64,784	64,784	65,431	66,086
11	66,604	66,604	67,270	67,943
12	68,590	68,590	69,276	69,969

HEAD CUSTODIAN/SR. MAINTAINER effective 7/1/2013

	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1	52,133	52,133	52,654	53,181
2	53,541	53,541	54,076	54,617
3	54,986	54,986	55,536	56,091
4	56,476	56,476	57,041	57,611
5	58,029	58,029	58,610	59,196
6	59,625	59,625	60,221	60,824
7	61,265	61,265	61,878	62,496
8	62,950	62,950	63,579	64,215
9	64,681	64,681	65,328	65,981
10	66,492	66,492	67,157	67,828
11	68,354	68,354	69,037	69,728
12	70,374	70,374	71,077	71,788

NIGHT CLEANERS

	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
START	14.09	14.09	14.23	14.37
3 MONTHS	14.76	14.76	14.91	15.06
10 MONTHS	20.04	20.04	20.24	20.44
NIGHT DIFFERENTIAL	800.00	800.00	800.00	800.00
NIGHT SUPERVISOR	900.00	900.00	900.00	900.00

APPENDIX "D"

HEALTH INSURANCE BENEFITS – RETIRED EMPLOYEES (ERS)

AGREEMENT by and between the BOARD OF EDUCATION OF THE EAST WILLISTON UNION FREE SCHOOL DISTRICT, with offices for the transaction of business located at 11 Bacon Road, Old Westbury, NY 11568 (hereinafter referred to as the DISTRICT)

and _____ an employee of the DISTRICT,
(Name)

residing at _____
(Address)

(hereinafter referred to as the EMPLOYEE)

WHEREAS, the EMPLOYEE has offered, and the DISTRICT has accepted said offer, to retire from the employment of the DISTRICT in consideration of which the DISTRICT has agreed to enter into this agreement. The benefits of this agreement are granted in accordance with the memorandum of agreement dated _____;

and

WHEREAS, this agreement has been made between the DISTRICT and the EMPLOYEE to establish a binding contractual obligation on the part of the DISTRICT to continue certain health care benefits to the retired EMPLOYEE, so long as the EMPLOYEE maintains his/her retired status within the New York State Employees' Retirement System.

NOW, THEREFORE, it is agreed as follows:

1. The EMPLOYEE represents to the DISTRICT that he/she is, or shall be on the effective date of retirement, qualified for retirement under the New York State Employees' Retirement System. The effective date of retirement of the EMPLOYEE is _____ (date).
2. The EMPLOYEE represents to the DISTRICT that he/she will retire from active service effective _____ (date) and that the EMPLOYEE has submitted a written resignation to the DISTRICT effective the aforesaid date of retirement.
3. The retiring employee will be granted health care coverage (individual or family) for so long as said EMPLOYEE maintains his/her retired status within the New York State Employees' Retirement System, with the DISTRICT contributing to the cost of said coverage at the same rate was contributed during the last year of the employee's employment. The health care plan shall be the health plan the DISTRICT provides to its active employee, as the same may be amended, modified or changed from time to time in the future.

4. The EMPLOYEE acknowledges that his/her health care benefits are solely established by and provided through the health care plan established by the labor contract between the DISTRICT and the ASSOCIATION.

East Williston UFSD

Dated: _____ By: _____

Employee

Dated: _____ By: _____

Health Benefits Administrator

Dated: _____ By: _____

Board President

Date of Retirement: _____ Rate: _____

Unit: _____