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#### **Contract Database Metadata Elements**

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CUS/4996

**AGREEMENT**

**by and between**

**THE ELWOOD PUBLIC SCHOOL DISTRICT  
Town of Huntington, Greenlawn, New York**

**and**

**THE UNITED PUBLIC SERVICE EMPLOYEES UNION  
ELWOOD CUSTODIAL UNIT**

**\*\*\***

**July 1, 2014– June 30, 2017**

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AGREEMENT entered into this 27 day of February, 2015, by and between the ELWOOD PUBLIC SCHOOL DISTRICT, Town of Huntington, Greenlawn, New York (hereinafter referred to as the "District") and THE UNITED PUBLIC SERVICE EMPLOYEES UNION ELWOOD CUSTODIAL UNIT (hereinafter referred to as the "UNION").

### **WITNESSETH**

WHEREAS, under the provisions of the Public Employees Fair Employment Act, the parties, at the request of the Union have by their respective representatives, negotiated modifications and revisions in the wages, hours, and terms and conditions of employment of the custodial and maintenance employees of this District; and

WHEREAS, the parties have reached certain agreements during such negotiations, and have expressed a desire to embody such agreements into a new Collective Negotiations Agreement for the purpose of continuing to maintain harmonious relations between the District and the employees and to that end provide for the fair and peaceful adjustment of any disputes which may arise between them.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

### **ARTICLE I RECOGNITION**

The District recognizes the United Public Service Employees Union Elwood Custodial Unit as the exclusive representative of the employees in the negotiating unit consisting of all custodial employees including, but not limited to Chief Custodian, Maintenance Mechanic II, III & IV, Custodial Worker III, Custodial Worker II, Custodial Worker I, Driver/Messenger, and Head Custodian, for the purpose of collective negotiations under the Public Employees Fair Employment Act. All substitute and seasonal staff are excluded from the unit.

### **ARTICLE II DUES DEDUCTIONS**

A. The United Public Service Employees Union shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this Agreement. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the United Public Service Employees Union.

B. The United Public Service Employees Union 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 United Public Service Employees Union of any agency fee.

**ARTICLE III  
NO STRIKE**

The District and the Union subscribe to the principles set forth in the Public Employees' Fair Employment Act that all disputes between the parties shall be resolved by peaceful and appropriate means without interruption of work. The Union therefore agrees that there shall be no strikes, work stoppages or other concerted refusals to perform work by the employees governed by this Agreement and agrees not to instigate or to participate in such a strike.

**ARTICLE IV  
WAGE SCHEDULES: LONGEVITY PAY**

A. Salaries to be paid to the employees covered by this Agreement for the school years 2014-2015, 2015-2016, and 2016-2017 shall be in accordance with the salary schedule annexed to this Agreement which is hereby deemed to be an integral part thereof. For the 2014-2015 school year, salaries shall be determined by increasing the 2013-2014 salaries by 1.5%. For the 2015-2016 school year, the salary increase to be applied to the salaries computed for 2014-2015, as set forth above, shall be limited to the percentage increase in the December, 2014 Change Average to Average in the Consumer Price Index, All Urban Consumers – (CPI-U) U.S. City Average, not to exceed 2%. For the 2016-2017 school year, the salary increase to be applied to the salaries computed for 2015-2016, as set forth above, shall be limited to the percentage increase in the December, 2015 Change Average to Average in the Consumer Price Index, All Urban Consumers – (CPI-U) U.S. City Average, not to exceed 2%.

B. Following the first ten (10) years of service, full-time salaried employees shall receive an additional \$750 as longevity pay.

C. Following the first fifteen (15) years of service, full-time salaried employees shall receive an additional \$1,000 per year as longevity pay.

D. Following the first twenty (20) years of service, full-time salaried employees shall receive an additional \$600 per year as longevity pay.

Illustration:

<u>Add. Ann. Pay</u> <u>after 10 yrs.</u> <u>service</u>	<u>Ann. Pay</u> <u>after 15 yrs.</u> <u>service</u>	<u>Cumul. Add.</u> <u>Ann. Pay after</u> <u>15 Years service</u>	<u>Add. Ann. Pay</u> <u>after 20 yrs.</u> <u>service</u>	<u>Cumul. Add.</u> <u>Ann. Pay after</u> <u>20 years service</u>
\$750	\$1000	\$1750	\$600	\$2350

In the administration of this Article, the District will adjust an employee's salary by a longevity increase on such employee's anniversary date of employment so that such employee will receive so much longevity increase as corresponds to the portion of the contract year remaining. Longevity payment will be made in December for those members with an anniversary date of July 1 through December and in June for those members with an anniversary date of January through June. Longevity increases shall be deemed part of base salary.

#### **ARTICLE V WORKWEEK; OVERTIME; SHIFT DIFFERENTIAL**

A. All full-time salaried employees covered by this Agreement shall work forty (40) hours per week, five (5) days per week consisting of eight (8) hours per day including one half hour per day for lunch and two (2) ten minute breaks per day.

B. Overtime compensation shall be paid at the rate of one and one-half times the hourly rate after forty (40) hours per week worked and two times such rate for hours in excess of forty (40) per week worked on Sundays and holidays.

In order for such overtime compensation to apply during any week, an employee must have been on payroll for at least forty (40) hours during said week. Employees who have exhausted sick leave and are absent, or who are otherwise off the payroll for any reason during the workweek, must first accrue forty (40) paid hours before receiving overtime compensation for any work done that week. The workweek begins on Monday and ends on Sunday.

C. Nothing herein shall preclude the Director of Facilities from assigning a reduced workload and sending employees home without loss of pay when, in his/her discretion, extreme weather conditions causing hazardous road conditions exists.

D. Full-time salaried employees who work a majority of the hours of their shift after 4 P.M. shall receive an annual shift differential pay of \$1100.

E. District Event Staffing: The unit assures the District that it will provide adequate staffing at each after-work and weekend event requiring same, such staffing to be arranged at least 48 hours prior to such event.

F. The District may establish a Tuesday to Saturday workweek for up to no more than two (2) new hires in the maintenance/grounds department. It is understood that the employee assigned to the Tuesday to Saturday workweek shall not receive overtime for her/his regular work on Saturday. The parties acknowledge that there may be a different hourly schedule for work on Saturday versus work on Tuesday to Friday, to be discussed with the Union. All other scheduling issues relating to the Tuesday to Saturday workweek shall be discussed with the Union.

**ARTICLE VI  
SAVE HARMLESS**

The District agrees to save harmless and protect all employees in this unit from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other acts resulting in accidental bodily injury to any person within or without the school building, provided such employee at the time of the accident or injury was acting in the discharge of his duties within the scope of his/her employment and/or under the discretion of the District. The District shall not be bound to the above unless such employee shall, within ten (10) days of the time he is served any summons, complaint, process of notice, deliver the original or a copy of same to the District. (All in accordance with Section 3023 of the Education Law.)

**ARTICLE VII  
VACATION**

A. Full-time employees who are in the employ of the District six months or more, but less than one (1) full year on July 1 of any vacation year, shall receive paid vacation prorated against the below listed one year vacation benefit.

B. All full-time employees shall be entitled to paid vacation as follows:

After one (1) full year of employment ..... 10 days  
After three (3) full years of employment ..... 12 days  
After five (5) full years of employment ..... 15 days  
After six (6) full years of employment ..... 17 days  
After seven (7) full years of employment .... 20 days

C. At the discretion of the Director of Facilities and the Assistant Superintendent, and with the approval of the Superintendent, such an employee may take a portion of his/her annual vacation during the school year.

D. During the month of February, unit members shall submit requests for vacation utilization during the months of July and August, and during the month of May, unit members may submit requests for vacation utilization for the period from September 1 to June 30 following. Such vacation requests shall be submitted to the Director of Facilities. Approval of such requests shall be announced on or before June 1st. Vacation preferences shall be based on seniority within classification within a building. All approvals made prior to District adoption of the District calendar are tentative, based on the final calendar.

E. The District will establish a "Vacation Bank" for all employees after five (5) years of continuous employment. An employee may elect to accumulate a certain portion of his/her vacation days allotted. Such accumulation may not exceed twenty (20) days. In the event of an employee's

termination, retirement or death, said employee (and/or his/her heirs, executors or assigns) shall receive payment in full for any accumulated paid vacation. The foregoing shall be inapplicable to any employee employed following February 2, 1988.

F. In the event that an employee draws upon his/her vacation bank, the employee must use five (5) or more continuous vacation bank days. However, a unit member who is an officer of United Public Service Employees Union may use less than five (5) continuous vacation bank days from his/her own bank to attend union conferences so long as the same does not interfere with the District operations.

### **ARTICLE VIII HOLIDAYS**

A. All full-time employees shall receive the following sixteen (16) paid holidays during each year of this Agreement, regardless of the day of the week on which they fall, on which they shall be excused from work:

Independence Day	December 24
Labor Day	Christmas Day
Columbus Day	New Year's Day
Veterans Day	Holy Thursday
Election Day	Washington's Birthday
Thanksgiving Day	Good Friday
Day Following Thanksgiving	Memorial Day
Martin Luther King Day	One day to be mutually agreed upon by the Superintendent of Schools and the Union

B. In the event schools are in session on any holiday designated in this Article, such day shall become a regular workday and in lieu thereof, the employees shall receive an added vacation day, or by mutual consent, the District and the Union shall designate a different day when school is not in session as the substitute holiday.

C. In any school year when Christmas Day and New Year's Day fall on a Thursday, the Friday immediately following such holidays shall also be a holiday under this Agreement.

D. Rosh Hashanah (one day) and Yom Kippur will be additional paid holidays under the Agreement provided that in any year, they are days that fall during the week as compared to on the weekend, and are days when school is not in session. Such holidays owing to the aforesaid conditions, shall not be considered guaranteed additional holidays to be replaced or substituted for when the conditions are not met.

## **ARTICLE IX SICK LEAVE POLICY**

A. Sick leave shall be granted to full-time employees on the basis of twelve (12) days per year with unlimited accumulation. Newly hired employees in their first year of employment, however, shall be granted twelve (12) days per year, accruable at the rate of one (1) day per month, with unlimited accumulation. Commencing with the second year of employment and thereafter, however, such new employees shall be granted twelve (12) days per year.

A new employee in the first year of employment may use sick days in excess of the one day per month accrual, provided that he/she has executed an authorization to the District to deduct any such days used in excess of accrued days from his/her final paycheck in the event of termination of employment before the year ends.

B. During an employee's illness, the District may require periodic medical reports.

C. After five (5) years on the staff, employees will be automatically notified of their accumulated number of unused sick days. All employees will be promptly advised of their accumulated number of unused sick days upon requesting this information from the Office of the Plant Facilities Administrator.

D. Catastrophic Illness Protection Plan - It is the desire of the District to provide adequate and appropriate sick leave should any employee become subject to extended illness or long term disability.

All employees who from accident or illness become disabled will be covered by a 66 2/3% long term disability plan which will take effect at the expiration of their unused sick leave or ninety calendar days from the onset of the condition, whichever period is longer. The disability insurance program will be conformed to reflect policy terms.

E. All part-time or hourly employees shall be entitled to twelve (12) days of sick leave per year prorated according to the number of hours worked against a regular forty (40) hour week. Thus, an employee who works four (4) hours a day (half-day) will receive twelve (12) half-days a year. All such sick leave may be accumulated without maximum.

## **ARTICLE X CALL-IN**

Employees who are going to be absent from work must notify the Office of the Director of Facilities at least one (1) hour prior to commencement of the day shift, and two (2) hours prior to commencement of the night shift from which they will be absent. Failure to provide the required notification will result in dockage of pay for the day.

## **ARTICLE XI OUT-OF-TITLE WORK**

An employee who is directed to and assumes the responsibilities of a higher title position for a period of five (5) or more consecutive working days shall receive a daily salary adjustment of ten (10%) percent of the employee's base salary commencing on the fifth day of out-of-title work, retroactive to the first day of such out-of-title work.

## **ARTICLE XII HEALTH INSURANCE**

The District agrees to provide to all regular employees coverage under the State Employees Health Insurance Plan in accordance with the provisions of such Plan, the entire premium for which shall be paid by the District.

All regular employees shall contribute ten (10%) percent of the annual premiums under the District's health insurance plan for either individual or family coverage.

Increases in the overall plan premiums, if any, beyond the rate in effect on June 30, 2004, will thereafter be shared between the District and the employee, with the District paying seventy-five (75%) percent of such increases and the employee paying twenty-five (25%) percent. The District will therefore contribute ninety (90%) percent of the June 30, 2004 premiums for Individual or Family coverage plus seventy-five (75%) percent of any additional increases after that date and the employee will contribute ten (10%) percent of the June 30, 2004 premiums for Individual or Family coverage, plus twenty-five (25%) percent of any additional increase after that date.

The District further agrees to contribute against the premium cost of the Statewide Plan 85% of the premium cost for an individual retiree and 75% of the premium cost for his/her dependents.

The District will assume payment of fifty percent (50%) of the premium for the optional wrap around policy.

A unit member who is covered under the health insurance plan may submit a waiver of coverage, on a form provided by the district, on or before December 1st of the school year. The unit member shall be paid on a yearly basis, the sum of \$1,300 in the event he/she chooses to waive family coverage, or \$600 in the event he/she chooses to waive individual coverage. Payment shall be made in the last payroll in June. A unit member who obtains his/her health coverage from his/her spouse will be re-enrolled forthwith in the event of the spouse's death, divorce, or loss of the spouse's coverage. The unit member requesting re-enrollment shall be paid only a pro-rata share of the buyout sum based upon that portion of the year the district was not required to make premium contributions.

Effective January 1, 2015, the health insurance buy-out is subject to the restrictions set forth

in Policy Memo 122r3 issued by the Department of Civil Service. In the event that Policy Memo 122r3 is declared in violation of rights of employees pursuant to the collective bargaining agreement by a court after exhaustion of all appeals, or legislation is enacted permitting impacted employees to opt-out of the NYSHIP plan under a buy-out program, the District will prospectively reinstate the buy-out program for the impacted employees.

### **ARTICLE XIII DENTAL INSURANCE**

The District agrees to develop and implement a dental program for the employees in this unit on consultation and advice from the United Public Service Employees Union. The District's commitment shall be to provide individual coverage for the employee at a cost not to exceed \$23 per month per employee. The program developed shall contain a provision giving each individual employee the option to pay, at no cost to the District, whatever additional amount is required in premium to achieve dependents' dental coverage for his family. In the event that a plan is developed which costs less than \$23 per month per employee, the District agrees to allocate the difference toward reducing the amount paid by members with dependent coverage. But in no event shall the District be required to pay in the amount that would exceed the total cost of \$23 per month per employee.

### **ARTICLE XIV PERSONAL LEAVES**

#### **A. Personal Days.**

1. Employees shall be eligible to receive up to three (3) personal days off per year without loss of pay to meet obligations of a personal nature which cannot be met at times other than working hours. Such personal leave shall be prorated on a monthly basis for employees not employed on the active payroll as of July 1 for twelve (12) month employees, or September 1 for ten (10) month employees, in any contract year.
2. Days of a "personal nature" are for personal business and personal obligations such as:
  - a) legal matters, including house closings, income tax hearings, adoption proceedings, court appearances, probating wills, and the like.
  - b) ceremonies, such as family weddings, graduations, and religious exercises.
  - c) moving.

- d) emergency family accidents, or doctor or hospital visits.
- e) funerals of relatives other than those in the immediate family.
- f) any other purpose which the Superintendent of Schools may deem appropriate upon application stating the specific reasons.

Days of a personal nature may not be used for purposes of involvement for community affairs, for social causes or the like, or to extend holidays, vacations, weekends, or recess periods.

- 3. For any personal days to be granted, a request must be filed with the immediate supervisor at least five (5) working days in advance on a form provided by the District. This notice may be waived in the event of an emergency in the discretion of the Superintendent of Schools or designee.

All requests for personal days are subject to the approval of the Central Office and the employee's supervisor.

- 4. In filing the district request form for personal leave, the unit member shall state the category of the personal business or personal obligation such as: "legal," "ceremonial," "moving," "emergency medical," "funeral," "religious."
- 5. Unused personal days shall be transferred to the unit member's accumulated sick leave account.
- 6. Except as explicitly provided herein to the contrary, the Superintendent of Schools shall continue to have the discretion to grant temporary leaves of absence without pay.

**B. Jury Duty.** Upon written notification and appropriate notification to the Director of Facilities or the Superintendent of Schools, absence for jury duty shall be granted. Compensation received for such jury duty shall be refunded to the District. The employee must provide such written jury duty notice to the District within one (1) working day after receiving such notice.

**C. Death in the Family.** A maximum of five (5) days leave shall be granted by reason of death in the immediate family. "Immediate Family" is defined as husband, wife, children, mother, father, brothers, sisters, grandfather, grandmother, father-in-law, mother-in-law, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any other members of the household of which the employee is a part. If an employee has a death in the immediate family while on vacation, the employee may convert a maximum of five (5) days to "Death in the Family" days.

**D. United Public Service Employees Union Conference Attendance.** One or more



members of the Elwood Custodial Unit who are authorized to serve as delegates will be allowed to attend United Public Service Employees Union Conferences or Workshops for a maximum of eight (8) days per year, provided that no more than three (3) members may attend at any one time. Such absences will not be charged against vacation, sick or personal reason day's pay.

E. A leave or absence without pay of up to one year may be granted at the discretion of the District.

#### **ARTICLE XV SENIORITY AND SUPERSENIORITY; LAYOFFS; PROMOTIONS**

A. Seniority shall not be lost due to illness or authorized and temporary leaves of absence.

B. Except as provided for below in the cases of super-seniority, layoffs shall be made in inverse order of seniority within the affected job classification. Notwithstanding the foregoing, in the event of a layoff, if a more senior employee within the District is capable of performing the work, that employee may replace a less senior employee in a previously held classification. The sole union official designated by the union to perform the grievance chair function and the on-the-job contract administration function shall be deemed to have superseniority within their job classifications under the layoff provisions of the Article, provided that: (a) he/she has been employed at least three years in the District; (b) he/she is capable of, and if applicable, qualified to perform the remaining work; and (c) such superseniority right is conditioned on recognition of the possible need to effect a transfer of personnel from one building to another in order to accommodate such superseniority.

C. Seniority and ability shall be the primary factors considered for promotion. When there are openings for any position within the unit, such openings shall be posted on the Union bulletin board in every school building, in order to provide an opportunity to all qualified unit personnel to apply for same.

#### **ARTICLE XVI UNIFORMS**

- A.
1. The District shall provide five (5) sets of uniforms for all full-time employees and three (3) sets of uniforms for all part-time employees covered by this contract on or before July 5th of each school year. Each employee will be responsible for the care and maintenance of his/her uniform. The uniforms shall consist of the following quality: 65% polyester, 35% cotton.
  2. In addition, each full-time employee shall receive five (5) "T" shirts for summer wear.
  3. Bus drivers may choose jackets in lieu of one uniform.

4. The district shall pay the full cost of two (2) pairs of appropriate work shoes per year, not to exceed \$90 per pair. The district will, upon request, meet with union representatives to discuss uniforms and related clothing and shoe issues.

B. In addition, the district agrees that where necessary for the job, outside workers will be supplied with appropriate foul weather gear.

- C.
  1. It will be mandatory for an employee to wear a complete uniform (shirt and pants) freshly laundered, daily.
  2. Failure to do so may result in disciplinary action.

#### **ARTICLE XVII EMERGENCY WORK; CALL-IN PAY**

A. Notification shall be given any such employee at least seven (7) days in advance of any change in working conditions and schedules except in instances where such a change is required by reason of an emergency or disaster or circumstances over which the employer has no control.

If notification is given in non-emergency or non-disaster situations less than seven (7) days, but more than 48 hours, in advance, the Superintendent and/or his designee shall meet to discuss said change in work schedule. The union shall thereupon accept or reject said non-emergency, non-disaster schedule change.

B. When an employee is called in to perform work in an emergency, that is, for work outside his/her normal working hours when he/she has not otherwise been asked to come in at a specific time, he/she shall be paid time and one-half for such work, or if the work is performed on a Sunday or holiday, than double time, and shall be guaranteed at least four (4) hours pay and the District will compensate Unit employees at double time pay for all work performed on snow and ice control either prior to the commencement of after the conclusion of their regular work shift (in no event shall this provision be interpreted to provide double time payment). The District shall have the right to schedule four (4) hours of work for such employee in emergency call-in cases provided that such work is consistent with the employee's normal duties. In the event that an employee's normal shift commences sooner than four (4) hours after he/she has reported to work for such emergency work, he/she shall be deemed to be working on his/her regular shift at his/her regular rate of pay from the time of commencement of his/her regular shift.

In the event that a second or further recall is occasioned by an alarm going off, and the second or further recall is within four (4) hours of a prior recall, the employee will not be granted the recall guarantee hereinbefore described, but will receive straight time for the actual period of the second or further recall. However, a second or further recall occasioned by other than an alarm going off shall be compensated as a new recall.

### **ARTICLE XVIII TAX SHELTERED ANNUITY**

The District shall make available to all employees a tax sheltered annuity. Selection of the carrier of such annuity program shall be at the option of the Elwood Custodial Unit. The District shall provide a program of payroll deductions to pay for these programs.

### **ARTICLE XIX LIFE INSURANCE**

The District shall make available to all employees a Group Life and Accidental Death and Dismemberment Insurance Policy for all full-time employees in the amount equal to 100% of annual salary rounded to the nearest \$500 with a minimum life insurance benefit of \$5,000.

(The latter policy to take effect with respect to new employees following a three months waiting period.)

The District will participate in a "Supplementary Plan" which will enable employees, by payroll deduction, to purchase additional life insurance at no cost to the District. Selection of the carrier for this phase of life insurance shall be at the option of the Elwood Custodial Unit.

### **ARTICLE XX RETIREMENT PLAN AND RETIREMENT INCENTIVE**

A. The District shall provide for participation in the NYSERS 75i retirement plan for all eligible unit members.

B. Pursuant to Section 41 (j), the Retirement System contribution for each employee shall also include a contribution to permit unused accumulated sick leave at the time of retirement to be credited to the employee as "time worked" (Service) for the purpose of calculating retirement benefits to the employee under the system.

C. Employees who reach the age of 55 (Tier I and II Retirement Plan members) or the age 62 (Tier III and IV Retirement Plan members) during the term of this contract and who have at least ten (10) years of service in the School District and who opt to retire during their first year of eligibility, shall be paid an incentive of \$750 for each year of employment up to a maximum of 15 years of employment in the District. Employees must provide the District with written advance

notification of retirement at least six (6) months prior to the effective date of retirement in order to receive the retirement incentive. The Superintendent may waive this advance notice if an unforeseen catastrophic event necessitates retirement.

## **ARTICLE XXI PAST PRACTICE AND BENEFITS**

Existing policies and practices related to employees covered by this Agreement which are not altered in any way or in any way changed by the provisions of this Agreement shall remain in full force and effect. Modifications in this Agreement shall not be construed as to diminish any prior enjoyed rights and benefits.

## **ARTICLE XXII REPRESENTATION; BULLETIN BOARD; VISITATION; MEETINGS**

A. The District recognizes the right of the Union to designate representatives of the United Public Service Employees Union to appear on their behalf as advisors to discuss salaries and working conditions, grievances and disputes as to the terms and conditions of this Agreement.

B. The Union shall have the right to post notices and communications on a bulletin board provided for that purpose and maintained on the District's premises, provided, however, that nothing herein shall be intended to permit posting of notices and/or communications which are derogatory to the District.

C. Officers and agents of the Union shall have the right to visit the District's premises for the purpose of adjusting grievances and ascertaining compliance with the terms and conditions of this Agreement, provided, however, that such officer/agent has first made his/her presence known to the Plant Facilities Administrator or his designee, and provided further, that any such visit does not interfere with, or interrupt the work of the employees covered by this Agreement. For the purpose of this provision a reasonable limited visit or short duration shall not constitute an interference or interruption of the employee's work.

D. Upon the receipt of written approval, the Unit shall have the right to use the District's premises for meetings of the Union.

## **ARTICLE XXIII GRIEVANCE PROCEDURES**

Any grievance arising concerning the interpretation or application of the terms of the Agreement or the rights claimed to exist thereunder shall be processed in accordance with the following procedures, it being understood that nothing herein contained shall be construed as

limiting the right of any such employee having a grievance to discuss the matter informally with any appropriate member of the administration and that the aggrieved party may have a representative of his choosing with him at any stage in the grievance procedure.

a) **Stage 1:** The first procedural stage shall consist of the employee's written presentation of his/her grievance to the Director of Facilities. The discussion and resolution of a grievance at this stage shall be on an informal basis, but the grievance, as aforesaid, shall have been submitted to the Director of Facilities in writing. In the event that such grievance is not satisfactorily resolved, such employee may proceed to the second stage.

b) **Stage 2:** The second procedural stage shall consist of a written request by the aggrieved employee within five (5) days following the decision at Stage 1 for a review and a determination of the grievance by the Superintendent or designee. The Superintendent or designee will render a decision to the party and the union within five (5) days after the conclusion of the presentation of such grievance. In the event that the aggrieved employee is not satisfied with such decision, such employee may proceed to the third stage.

c) **Stage 3:** The third and final procedural stage shall consist of a written request by the aggrieved employee within five (5) days following the decision at stage 2 for arbitration of his/her grievance.

A. The District and the Association agree to use the following permanent arbitrators, in rotating order:

1. Howard Edelman
2. Martin Scheinman
3. Robert Simmelkjaer
4. Rosemary Townley
5. Bonnie Siber Weinstock

Within five (5) school days, or as soon thereafter as possible, after such written notice from the aggrieved, the District and the Association will contact the next arbitrator in rotation, and will obtain a commitment from said arbitrator to serve. Both parties will abide by the Rules and Regulations for Voluntary Arbitration of the AAA insofar as they do not conflict with the terms of this agreement.

B. The selected arbitrator will hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the close of the hearing, and if oral hearings have been waived, then the date of the final statements and proofs are submitted to said arbitrator. The arbitrator will set forth the findings of fact, reasoning and conclusions on the issues in writing to the District and aggrieved.

C. The cost for the services of the arbitrator, including expenses, if any, will be

borne equally by the District and the United Public Service Employees Union (or the individual employee where the grievance is not processed under the United Public Service Employees Union auspices).

D. The decision of the arbitrator is binding on both parties except in the event that the arbitrator's award exceeds \$5000, in which case the award becomes advisory. An exclusion to the exception is in the event that the ruling prescribes the rehiring of an employee, and the contemplated cost is in excess of \$5000 and where, further, the discharge from employment does not fall under the provisions for Article XXX, Paragraph A. In the event that the ruling involves the rehiring of an employee and the other two conditions are met, then the decision is binding.

E. Except as otherwise provided for in Article XXX, paragraph A, the arbitrator's award may be appealed by either the District or the Union to a tri-partite Appeals Board consisting of one member appointed by the District, one member appointed by the Union and a neutral member appointed pursuant to the procedure for the appointment of arbitrators by JAMS. The Appeals Board shall allow for the preservation of oral argument and the submission of briefs. The Appeals Board shall be provided with the record of the arbitration proceedings together with the award of the arbitrator. The appeal shall be initiated within fifteen (15) school days of the parties' receipt of the arbitrator's award by either party serving the other, by mail or in person to the superintendent or a Union officer, of a writing denominated as a demand for appeal.

The Appeals Board may vacate, modify or correct any award: 1) based upon any of the grounds referred to in the C.P.L.R.; 2) where the arbitrator's findings are not supported by substantial evidence; or, 3) where the arbitrator's conclusions of law are erroneous.

The cost of services of the neutral member of the Appeals Board shall be shared by the District and the Association.

The Appeals Board award shall be deemed to be final and binding, except as otherwise provided, hereinbelow.

d) **Stage 4:** Board of Education

1. In the event the binding aspect of Stage 3, paragraph D does not apply: Within five (5) school days after receipt of the arbitrator's report, or in the event of unforeseen or unavoidable circumstances, then within ten (10) school days after such receipt, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session. The official grievance record maintained by the Superintendent shall be available for the use of the Board. The Board may involve the parties of interest in the hearing.

2. Within the five (5) school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance.

3. Such action by the Board of Education shall be taken fifteen (15) days after receipt of the arbitrator's report.

#### **ARTICLE XXIV RETIREMENT LEAVE AND ALLOWANCE**

An employee who retires will be entitled to convert his/her unused accumulated sick leave at the ratio of one day's pay for three days leave at the employee's then current salary rate. This clause will also be applicable for an employee who is laid off or who dies during his term of employment.

#### **ARTICLE XXV SAFETY COMMITTEE**

The District agrees to establish a Safety Committee to be comprised of one employee designated by the Union and one person to be designated by the Administration, whose primary function shall be to review and consider any recommendations and/or complaints from employees or the Union concerning the safety of any materials and/or equipment covered by this Agreement and where appropriate, to make recommendations to the Administration and/or the District.

#### **ARTICLE XXVI TAYLOR LAW**

IT IS AGREED BY AND BETWEEN THE PARTIES, IN ACCORDANCE WITH ARTICLE 14, SECTION 204-1 OF THE TAYLOR LAW, THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### **ARTICLE XXVII ATTENDANCE REVIEW**

In the event that the District determines that a unit member has demonstrated misuse or excessive use of sick and/or personnel leave, the following procedure shall be available for use by the District:

1. The unit member shall be notified in writing of the District's concern. Said written notification shall also establish a conference date for a discussion of the District's concerns. The conference shall be held by the Superintendent or his/her designee. The employee shall have the right to Union representation at said meeting. A writing summarizing the conference shall be prepared by the person holding the hearing and provided to the employee. In the event that the procedure in paragraph (2) is not invoked within one (1) year of the delivery of the above summary to the employee, the same shall be removed from the employee's personnel file.

2. Thereafter, if no improvement in the employee's attendance record is evident, as determined by the District, a second conference shall be held to review the lack of improvement. The employee may be represented by the Union at said meeting. Following said meeting, the person conducting the hearing shall issue a written determination which shall include a formal reprimand and/or imposition of a \$200 fine or less. (Said fine shall be prorated over at least two payroll periods.)

3. Nothing hereinabove set forth shall be deemed a prerequisite to institution of appropriate disciplinary proceedings pursuant to law.

4. The decision to institute this procedure shall be reviewable by way of expedited arbitration pursuant to the rules for voluntary arbitration of the American Arbitration Association. However, the imposition of a sanction shall not be grievable.

#### **ARTICLE XXVIII COMPLETE SETTLEMENT**

A. This Agreement may not be changed or modified except by a written instrument duly executed by the parties or their undersigned representative.

B. It is understood and agreed that all matters in dispute or controversy between the parties hereto are completely settled and adjusted and closed by this Agreement. Any and all claims for changes in terms and conditions of employment and other contractual terms contained in this contract, regardless of whether such issues were or were not raised in negotiations leading to this Agreement shall be deemed completely settled.

#### **ARTICLE XXIX MANAGEMENT OF BUSINESS**

The Union recognizes that the District retains all rights not subject to direct limitation by this Agreement, including but not limited to:

a. The right to direct the working force to manage and operate its business and property, including the scheduling of any change in the nature or scope of its business or the methods of system of operating same.

b. The right to hire, promote and determine the size of the working force, the location and work duties, the employment of employees, and the need for the extent of any layoffs.

#### **ARTICLE XXX MISCELLANEOUS**

A. Employees employed by the District on or before June 30, 1989, whether non-



competitive or appointed from a Civil Service list, shall be afforded the protection of Section 75 of the Civil Service Law. This provision shall have no applicability to employees employed by the District after June 30, 1989. Unit members in the non-competitive class shall have the protection afforded by Chapter 753, Section 2 of the Laws of 1990, which gives non-competitive class unit members Section 75 protection after 5 years. In addition, the Superintendent of Schools and/or the Superintendent's designee shall have the sole discretion to discipline and/or discharge an employee who is a member of the labor class during the first 12 months of employment. Said decision shall be final and binding and shall not be subject to review in any forum. The Superintendent of Schools and/or the Superintendent's designee shall also have the sole discretion to discipline and/or discharge an employee who is a member of the labor class, regardless of length of service, if such employee has engaged in any of the acts of misconduct specified hereinbelow. Notwithstanding the provisions of Article XXIII (Grievance Procedures), paragraph c, (Stage 3), subparagraph D, it is agreed and understood that any arbitration award that might reverse a decision to discipline and/or discharge an employee in this instance shall be considered advisory only and shall ultimately be subject to a final determination by the Board of Education. Except as may be provided by Federal statute, there shall consequently be no further review by any court of law or any other forum.

Employee misconduct under this provision includes:

1. Possession and/or use of a weapon
2. Theft of property
3. Willful destruction of property
4. Possession, sale, use and/or being under the influence of an illegal substance or alcohol
5. Assault, defined as intentionally initiating an action which causes physical injury to another person, whether with or without a weapon.

B. The District agrees that except for emergencies, changes in policies which affect the working conditions of the employee as set out in this Agreement shall not be implemented until discussion is first had with the Union.

C. The District agrees that when new titles or positions in the unit are created, it will negotiate the salaries and working conditions for such titles or positions with the union.

D. The District agrees to provide the President of the Elwood Unit with copies of any communications to employees within the Unit relating to their work performance or employment status. Such communications shall not include routine correspondence, employee evaluations and any other written material unrelated to the discipline of the employee.

E. Upon request, an employee shall be permitted to examine his/her official employment and personnel file which shall include his (1) earnings record, (2) permanent record card, and (3) sick

leave card.

F. At the beginning of each school year the District will provide the Union with a complete listing of custodial and maintenance employees, their salaries, home bases, classifications and steps. The Union will be provided with a listing of salaries at mid-year adjustments. Employees on specific steps will be advised of their step placement.

G. At the beginning of each school year, where a new collective bargaining agreement effective July 1 of that year has been negotiated, the District will provide the Union with seventy-five (75) copies of same for distribution to the unit of employees covered by the Agreement.

H. The District agrees to set aside the sum of \$350 each year of the contract to pay possible claims for damage to employee's personal property caused by vandalism. The sum will be cumulative to a maximum of \$700 and will be the limit of District liability for all employees in the unit during the term of the contract.

I. The District and the Union agree that negotiations for a successor contract shall begin no later than the first day of March immediately preceding the expiration date of the existing contract.

**J. Committees.**

1. A committee shall be established, consisting of two (2) unit members designated by the Union President and two (2) designees of the Superintendent of Schools to discuss career ladders for bargaining unit members.

2. A committee shall be established, consisting of two (2) unit members designated by the Union President and two (2) designees of the Superintendent of Schools, to discuss work uniforms and part-time employee benefits.

**ARTICLE XXXI  
DURATION OF AGREEMENT**

A. The provisions of this contract shall be effective as of July 1, 2014 and shall remain in full force and effect until June 30, 2017. Either party may initiate negotiations over a successor agreement by written notice to the other party on or about January 1, 2017.

B. This contract shall not be changed, altered or impaired in any manner unless consented to in writing by the parties concerned herein.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

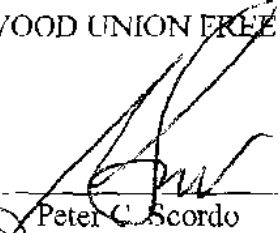
UNITED PUBLIC SERVICE  
EMPLOYEES UNION ELWOOD  
CUSTODIAL UNIT

By: \_\_\_\_\_

Kevin E. Boyle  
President

ELWOOD UNION FREE SCHOOL DISTRICT

By: \_\_\_\_\_

  
Peter C. Scordo  
Superintendent of Schools



**ELWOOD PUBLIC SCHOOLS  
BUILDINGS AND GROUNDS UNIT SALARY SCHEDULE  
2014-2017**

**Schedule A**

TITLE: CW I, Mini Bus Driver, Driver/Msgr

2014-2015 Salary	\$46,136
2015-2016 Salary	The percentage increase in the December, 2014 Change Average to Average in the Consumer Price Index, All Urban Consumers—(CPI-U) U.S. City Average, not to exceed 2%
2016-2017 Salary	The percentage increase in the December, 2015 Change Average to Average in the Consumer Price Index, All Urban Consumers—(CPI-U) U.S. City Average, not to exceed 2%

TITLE: CW II

2014-2015 Salary	\$48,675
2015-2016 Salary	The percentage increase in the December, 2014 Change Average to Average in the Consumer Price Index, All Urban Consumers—(CPI-U) U.S. City Average, not to exceed 2%
2016-2017 Salary	The percentage increase in the December, 2015 Change Average to Average in the Consumer Price Index, All Urban Consumers—(CPI-U) U.S. City Average, not to exceed 2%

TITLE: Maintenance Mechanic II

2014-2015 Salary	\$54,352
2015-2016 Salary	The percentage increase in the December, 2014 Change Average to Average in the Consumer Price Index, All Urban Consumers—(CPI-U) U.S. City Average, not to exceed 2%
2016-2017 Salary	The percentage increase in the December, 2015 Change Average to Average in the Consumer Price Index, All Urban Consumers—(CPI-U) U.S. City Average, not to exceed 2%

TITLE: Maintenance Mechanic III and CW III

2014-2015 Salary	\$59,365
2015-2016 Salary	The percentage increase in the December, 2014 Change Average to Average in the Consumer Price Index, All Urban Consumers—(CPI-U) U.S. City Average, not to exceed 2%
2016-2017 Salary	The percentage increase in the December, 2015 Change Average to Average in the Consumer Price Index, All Urban Consumers—(CPI-U) U.S. City Average, not to exceed 2%

TITLE: Maintenance Mechanic IV

2014-2015 Salary	\$63,818
2015-2016 Salary	The percentage increase in the December, 2014 Change

	Average to Average in the Consumer Price Index, All Urban Consumers—(CPI-U) U.S. City Average, not to exceed 2%
2016-2017 Salary	The percentage increase in the December, 2015 Change Average to Average in the Consumer Price Index, All Urban Consumers—(CPI-U) U.S. City Average, not to exceed 2%
TITLE: Head Custodian	
2014-2015 Salary	\$59,365
2015-2016 Salary	The percentage increase in the December, 2014 Change Average to Average in the Consumer Price Index, All Urban Consumers—(CPI-U) U.S. City Average, not to exceed 2%
2016-2017 Salary	The percentage increase in the December, 2015 Change Average to Average in the Consumer Price Index, All Urban Consumers—(CPI-U) U.S. City Average, not to exceed 2%
TITLE: Chief Custodian	
2014-2015 Salary	\$60,515
2015-2016 Salary	The percentage increase in the December, 2014 Change Average to Average in the Consumer Price Index, All Urban Consumers—(CPI-U) U.S. City Average, not to exceed 2%
2016-2017 Salary	The percentage increase in the December, 2015 Change Average to Average in the Consumer Price Index, All Urban Consumers—(CPI-U) U.S. City Average, not to exceed 2%

In-District promotion to Chief Custodian - \$2,000 differential

In-District promotion to Head Custodian - \$1,500 differential

Other in-District promotions Apply title differential on this schedule to determine new salary

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