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AGREEMENT

between

**FLORIDA TEACHERS' ASSOCIATION
(SRP Unit)**

and

FLORIDA UNION FREE SCHOOL DISTRICT

2004 - 2007

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AGREEMENT, made and entered the 10th day of March, 2004, by and between the **FLORIDA UNION FREE SCHOOL DISTRICT** (hereinafter referred to as the "District"), Town of Warwick and Goshen, Orange County, New York and the **FLORIDA TEACHERS' ASSOCIATION - SCHOOL RELATED PERSONNEL** (hereinafter referred to as the "Association").

ARTICLE I - RECOGNITION AND DUES AND OTHER DEDUCTIONS

A. Recognition

The Board of Education of the Florida Union Free School District (hereinafter referred to as the "District"), hereby agrees to recognize the Florida Teachers' Association (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative of all non-teaching employees pursuant to Section 204 of the Taylor Law, with the exception of the District Treasurer, the Business Assistant, the Superintendent's Secretary, the Account-Clerk Typist, Senior Payroll Clerk and such other positions as may be determined to be confidential by the parties or by PERB.

B. Dues and Other Deductions

1. Voluntary Dues Deductions

The District agrees to the deduction from the salaries of its unit employees, dues for the Florida Teachers' Association and any of its affiliates as said employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the Florida Teachers' Association.

2. Maintenance of Fee Obligation

Unit employees employed as of September 1, 1982, and who have paid membership fees to the Association, shall continue to pay said fees or their equivalent. Unit members employed as of July 1, 1982, or thereafter, and unit members employed prior to September 1, 1982, who as of said date are not paying fees, shall not be required to pay equivalent fees unless and until they have voluntarily paid such membership fees for a period of five school months. Payments of such fees shall be made by payroll deductions.

3. Procedure for Dues Deduction

(a) Deductions referred to in Section 1 shall be made in the following manner: The total annual membership dues for those designated professional associations certified as mentioned above, shall be

deducted from twenty (20) paychecks in equal installments starting with the second paycheck in September, provided that two (2) weeks in advance thereof the Association has provided the District with a list of employees with current authorizations. The District agrees to honor cards that automatically renew so long as they are on file, and are written in accordance with the provisions of law.

- (b) The District shall, following each pay period from which a deduction is made, transmit the amounts deducted to the Florida Teachers' Association.
- (c) In case of termination of employment the District shall deduct the remainder of the annual dues for the year from the final check. If an employee should leave his/her employment, immediately after a pay period, and has not completed his dues payment, the District is not responsible for the balance.

4. Payroll Deductions for Credit Union

The District will provide payroll deduction for an established credit union with up to four (4) changes each year.

5. NYSUT Vote/Cope and NYSUT Benefit Trust

Bargaining unit members shall be entitled to make payments to NYSUT Vote/Cope and the NYSUT Benefit Trust through payroll deduction.

ARTICLE II - WORK DAY AND WORK YEAR

A. Clerical

- 1. The normal work day will be seven and one-half (7-1/2) hours per day (exclusive of lunch), five (5) days per week - Monday through Friday exclusive. The hours are to be established by the Superintendent based on the normal school day. Clerical employees will be entitled to a one-half (½) hour lunch set by the building supervisor.

B. Cafeteria

The normal work day for cafeteria employees will be as follows:

1. Food Service Manager: Six (6) hours per day, exclusive of lunch, on days provided for in the student calendar plus necessary time needed to complete the end of the year inventory. Starting time of working day to be set by the Superintendent based on the normal school day. The supervisory duties of this position may be performed, in the alternative, by non-unit personnel or services.
2. Asst. Food Service Manager: Six (6) hours per day, exclusive of lunch, on days provided for in the student calendar plus days requested by the Food Service Manager and approved by the Superintendent. Starting time of working day to be set by the Superintendent based on the normal school day. The supervisory duties of this position may be performed in the alternative by non-unit person or services.
3. Food Service Helper: Six (6) hours per day, exclusive of lunch, on days provided for in the student calendar plus days requested by the Food Service Manager and approved by the Superintendent. Starting time of working day to be set by the Superintendent based on normal school day.
4. Food Service Helper (part-time): Three (3) hours per day on days when lunches are served at a building site. Starting times set by the Superintendent based on normal school day.

C. Custodial

1. The normal work day for the maintenance personnel will be eight (8) hours per day, exclusive of one-half ($\frac{1}{2}$) hour lunch. Under normal conditions, starting time will be the same throughout the year except in an emergency.

D. Aides

1. The normal work day for full time aides will be six and one-half (6-1/2) hours per day, exclusive of a one-half ($\frac{1}{2}$) hour lunch, on days provided for in the student calendar plus the day before school reopens in September. Starting time is to be designated by the Superintendent based on the normal school day.
2. Part-time aides will work such hours as are designated by the Superintendent, not less than two(2) hours minimum, on days provided in the school calendar, plus the day before school reopens in September if required by the Superintendent. Starting times are to be designated by the Superintendent.

E. School Nurses

1. School nurses will work the length of the teacher work day with 30 minutes for lunch, on days provided in the student calendar plus three (3) additional days as designated by the Superintendent. Starting time of the work day is to be designated by the Superintendent.
2. When more than one nurse is employed by the District, one will be assigned to each building (Elementary/High School).

F. Security Guards

1. The normal workday for security staff will be 7.5 hours per day, for a 10 month schedule.

G. Work performed in excess of regularly scheduled hours will be paid at the appropriate hourly rate. Work performed in excess of forty (40) hours in any week will be paid at time-and-one-half, or compensatory time will be given, at the District's option.

H. Job Descriptions

The District will provide all positions with job descriptions beginning in the 1989-90 school year.

I. Calendar

1. Official school calendar will be adopted by the District. Clerical and Maintenance employees will be entitled to the following holidays:

Legal Holidays for:

New Year's Day*	Columbus Day
Martin Luther King Day	Veterans Day
Memorial Day	Thanksgiving Day + day following
Independence Day	Christmas*
Labor Day	

School observance of:

Lincoln's Birthday	Washington's Birthday
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*One-half day off will be granted on December 24 and December 31, provided these days are week days (Monday through Friday).

2. Legal holidays which fall on Saturday shall be honored on the previous Friday, and those which fall on a Sunday shall be honored on the following Monday.

J. Job Postings

The District will post in the main office all new positions or regular openings at least three (3) days before it advertises in the newspapers.

ARTICLE III - VACATION

A. Twelve month employees only:

1. One (1) year of completed service - One (1) week
Two (2) years of completed service - Two (2) weeks
Five (5) years of completed service - Three (3) weeks
Ten (10) years of completed service - Four (4) weeks
Twenty (20) years of completed service - Five (5) weeks

B. General

1. Employees will be eligible for vacation after July 1 for the prior school year.
2. If the employees wish to take vacation in months other than during the summer, or Christmas, Easter, or winter vacations, they may do so with the approval of the Chief School Officer.
3. Employees who resign, will receive termination pay based on the accumulated unused vacation.
4. Employees may take a maximum of three weeks of their vacation during the summer months.
5. Employees will submit a schedule for vacation by May 15th. The Chief School Officer will verify this schedule in writing to the employee by June 15th.

ARTICLE IV - LEAVES OF ABSENCE

A. Twelve Month Employees

1. A total of fifteen (15) days will be granted to each twelve (12) month employee, to be allocated as follows: Twelve (12) days sick leave of which

six (6) may be used for illness in family, and three (3) days for personal leave, which days may be used for sick leave if necessary. Sick leave may not be used as personal leave. Any unused days may be accumulated up to a total of 200 days. Personal days may not be accumulated as such.

B. Ten Month Employees

1. A total of thirteen (13) days will be granted to each ten (10) month employee, to be allocated as follows: Ten (10) days sick leave of which five (5) may be used for illness in family, and three (3) days for personal leave, which days may be used for sick leave if necessary. Sick leave may not be used as personal leave. Any unused days may be accumulated up to a total of 200 days. Personal days may not be accumulated as such.

C. Personal leave is to be used for personal business matters which can only be transacted during the regular work day. Employees desiring to use such leave must submit a written request to the Superintendent three (3) workdays in advance, except in cases of emergency. No specific reason need to be given for taking the leave, but the employee shall sign a statement verifying the leave is for personal business matters which can only be transacted during the regular workday. However, employees requesting leave on the day preceding or following a holiday, or vacation period, must state a specific reason for such absence.

D. Employees absent for more than four (4) consecutive days or where there appears to be a pattern of abuse, may be requested to submit a doctor's certificate.

E. Statement of Accumulated Leave

At the close of each school year, employees will receive a statement covering the number of days used and cumulative days to date.

F. Child Care Leave

A child care leave of absence may be used by an employee to permit him/her to care for a newly-born infant, foster child or adopted child, and may be used prior to the birth or adoption to attend to matters in preparation for same. Such leave shall be without pay or other benefits, and shall not exceed two years duration unless extended by the District. Applications for such leaves shall be made at least thirty (30) days prior to the intended commencement of such leave, where possible. The application shall include the dates requested to leave and return. Child care leave shall commence at the beginning of the school year, or at the start of the second semester whenever possible. Such leaves shall be terminated on September 1. Time spent on such leave

will not be credited for advancement on the salary schedule, seniority, probationary service or longevity. Upon return to the District the employee will be placed in a position similar to the one held prior to such leave. The employee shall provide the District with written notification of his/her intention to return at least thirty (30) days prior to the return date of the leave.

G. Retirement

1. Upon retirement, school related personnel shall be compensated for each unused sick day. Compensation shall be at the rate of \$20.00 per day for each day beyond one hundred sixty-five (165) days up to the 200th accumulated day. This amount is to be included as if it were a portion of the contract salary at the final years' full salary. The retirement is construed as meaning that the retirement is based on the New York State laws. A person who leaves this system and is not entitled to retirement compensation at that time is not entitled to the benefits of this article. School related personnel shall notify the District in writing of their intent to retire six (6) months prior to the effective date of retirement.

2. The District will implement a 41-J E.R.S. Plan for unit members.

H. Sick Leave Bank

1. An emergency sick leave bank is hereby established to provide against the economic effects of a long term catastrophic illness and/or accident.

2. All full time members in the unit who contribute shall be eligible to use the sick leave bank in the years for which they contribute. Contributions by participating members shall be at the rate of two (2) days the first year and shall be made on forms provided by the Association, with District approval by October 1st of each year.

3. A sick leave bank committee shall be established, consisting of two (2) members, one appointed by the President of the Association and one appointed by the District.

4. If at any time during the academic year the number of days in the sick leave bank falls below twenty (20), the participating unit member will be assessed an additional contribution of two (2) days per member.

5. Use of the sick leave bank shall be governed as follows:

(a) The member must have exhausted all accumulated sick leave.

- (b) In applying for sick leave bank benefits, the member shall provide to the sick leave bank committee any documents deemed necessary by other members regarding the nature and duration of the disabling condition.
- (c) The Committee shall render its decision as soon as reasonably possible on each application submitted. In the event that an applicant's absence requires use of more than thirty (30) working days, the Committee shall meet to determine renewal or non-renewal of the application. Decision of the Committee are final and not subject to any appeal or to arbitration.
- (d) In any event, the maximum number of days the Committee will allocate to any one illness is one hundred-thirty (130) days.
- (e) Any unit member who has accumulated the maximum number of sick leave days (200) can contribute up to a maximum of two (2) additional days of his/her unused sick leave per year to the sick bank.

I. General

1. Bereavement

All employees will be granted three (3) consecutive working days because of death in the immediate family without loss of pay or sick time. This leave is not to be accumulative. Definition - immediate family is to include spouse, children, step-children, and grandchildren of the employee, as well as grandparents, mother, father, step-mother, step-father, brothers, and sisters of both employee and spouse. One (1) day bereavement leave may be granted to attend the funeral of an uncle or aunt of the employee or employee's spouse.

2. Reporting of Absences

In the event that it becomes necessary for an individual to be absent from work for any reason, that individual will be required to contact the Superintendent one (1) hour before starting time. The individual must state the specific sufficient reason for absence, unless conditions beyond his/her control prevent him/her from doing so.

J. Jury Duty

A unit member who is summoned for jury duty must request deferral in writing, with a copy to the Superintendent, until after the end of the academic year, and, failing that, request to be placed on the on-call system. (The District shall prepare a form letter to be used by its unit members.) In the event that such request is denied, then on proof of the necessity of such services, or appearance as a witness pursuant to subpoena or other order of the Court, an employee shall be granted a leave of absence with pay. The employee shall be entitled to the difference between his/her daily pay less fees received as a witness or juror. To comply with this requirement, the employee will, within ten (10) days of receipt, submit to the Superintendent all court fees. Mileage fees are retained by the employee.

ARTICLE V - INSURANCE

A. Health Insurance

1. (a) The District will pay 100% of the individual and 100% of the family coverage. Insurance coverage is under the Orange-Ulster School District Health Plan. Employees must work twenty (20) hours or more per week to be eligible. All employees hired on or after February 1, 1992, will pay 5% of these health insurance premiums (family and individual) and effective July 1, 1999, all unit members shall contribute 4% towards the costs of individual and family health insurance premiums.
- (b) Unit members hired on or before the parties' ratification of this Agreement must work for at least five (5) years in the Florida Union Free School District immediately before retirement, to be entitled to receive retiree health insurance benefits funded through the District. All unit members hired after the ratification of this Agreement must work for at least ten (10) years in the Florida Union Free School District immediately before retirement, to be entitled to receive retiree health insurance benefits funded through the District. Retirement is defined as receiving pensions benefits from the appropriate retirement system (e.g. ERS/TRS).
2. The District shall implement an expanded 125 Internal Revenue Code Plan, effective July 1, 1996, to include deductibles, co-pays and child care up to \$5,000 per annum. the Plan shall be administered at no cost to the District through a Third Party Administrator. There shall be a dual coverage restriction for members in each bargaining unit whose spouse is also eligible for coverage

in the Orange-Ulster School District Health Plan, such that unless both opt for individual coverage, they shall be limited to one family plan paid for by the spouse's school district of employment. Where such other district has a dual restriction policy/contractual provision, the rules of the health plan will determine which District shall provide the family coverage. Those unit members who are subject to the dual coverage restriction shall be entitled to the buy-out amount set forth in Paragraph "C" below.

3. Part-time unit members who work less than twenty-five (25) hours per week shall not be entitled to District funding of any part of their health insurance premium costs; provided, however, that any unit member whose regular hours are reduced to below twenty-five (25) hours per week shall retain their right to the District premium funding obligations as set forth in V (A)(1) above.

B. Welfare Fund

The District shall contribute \$912.00 (2004-2005), \$940.00 (2005-2006) and \$968.00 (2006-2007) per employee per year for a welfare fund. The District's contribution to the welfare fund shall be made in two (2) equal installments on September 1st and November 15th. The Association shall provide the District with an audited financial statement of the fund by June 30th of each year.

- C. Members of the Association who provide the District with written proof that they are covered by a spouse's health plan may withdraw from the District's family health plan during the life of the Agreement. They shall receive \$1,000 for each twelve (12) month period they remain uncovered under such plan at the end of such twelve (12) month period. New employees joining the District during a school year who opt out of the plan will receive a prorated payment from the period of their time of hire until June 30. All other unit employees must opt out for the period from July 1 to June 30; said decision must be made to the District in writing by March 1. Nothing contained herein shall preclude a member from reentering the plan within any twelve (12) month period, provided, however, that in the case of a member who reenters in less than twelve (12) months during any such period, no payment shall be made for that period. Any member who does withdraw must authorize such withdrawal by signing a written form to be provided by the District.

ARTICLE VI - GRIEVANCE PROCEDURE

- A. A grievance is a claimed violation, misinterpretation, or inequitable application of the terms and conditions of the Agreement.
- B. The grievance shall be initially submitted in writing to the party or parties who are alleged to have violated the contract within fifteen (15) school (working) days of the

date on which the act grieved occurred. The grievance shall specify the provision claimed to have been violated and the remedy requested. Summer grievances shall be week days.

- C. All grievances shall be processed through the Association Grievance Committee who shall have the exclusive right to process a grievance.
- D. The Association and the District shall attempt to resolve all grievances within thirty (30) working days of the original written submission. This may be done either on an informal or a formal basis.
- E. Should the matter not be resolved in "D" above, the Association may submit the grievance to final and binding arbitration.
 - 1. The parties shall then attempt to select a mutually agreed upon arbitrator. If they fail, the matter shall be referred to arbitration under the Labor Arbitration Rules of the American Arbitration Association.
 - 2. The arbitrator's decision will be accepted by both parties as final and binding.
 - 3. The cost of the arbitration shall be divided equally between the District and the Association.
 - 4. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.
 - 5. The arbitrator shall confine him/herself to the interpretation and application of the terms of this Agreement, and shall have no power to add to, subtract from, or modify the terms of agreement nor to interfere with the proper exercise of the judgment or discretion of the Employer and the Superintendent under law and this Agreement.

ARTICLE VII - COMPENSATION

- A. General Salary Adjustments
 - 1. 2004-2005
Salaries during the 2004-2005 school year shall be based upon the salary schedule attached as Appendix "A".
 - 2. 2005-2006
Salaries during the 2005-2006 school year shall be based upon the salary schedule attached as Appendix "B".

3. 2006-2007
Salaries during the 2006-2007 school year shall be based upon the salary schedule attached as Appendix "C".

All unit members, if eligible, shall advance one step.

B. Longevity

Employees employed over six (6) hours per day shall be paid longevity differentials as follows:

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
After five (5) years of service	\$ 231.00	\$ 241.00	\$ 252.00
After ten (10) years of service	\$ 579.00	\$ 603.00	\$ 629.00
After fifteen (15) years of service	\$1,041.00	\$1,086.00	\$1,132.00
After twenty (20) Years of service	\$1,999.00	\$2,084.00	\$2,173.00

Employees who are regularly employed in two or more classifications shall have their total hours cumulated for the purpose of this section.

C. Uniforms and Allowances

Hourly rated cafeteria workers shall receive uniform allowances as follows:

	<u>Effective July 1, 2004</u>
Six (6) hours or more per day	\$163.00
Less than six (6) hours per day	\$ 84.00

Original receipts will be necessary for reimbursement

- D. Bargaining unit members responsible for substitute calling shall receive a stipend of \$463.00. This stipend shall be increased by 4.25% in the second and third year of the agreement.

ARTICLE VIII - MILEAGE

- A. Employees using their own cars for authorized inter-school travel and school related activities will be compensated at the current IRS rate.
- B. Such use must be authorized and required as a part of regular duties. Mileage reimbursement will be paid upon submission of a voucher.

ARTICLE IX - SNOW DAYS

- A. In the event that the Superintendent shall declare school closed because of inclement weather, clerical employees who are scheduled to work need not report to work, except for those specifically requested by the administration.
- B. The District will pay for all days lost to snow or days given in lieu of snow days, up to and including the fifth day where employees are not required to work. On days that hourly employees are not required to work the normal work day, they will receive payment only for actual hours worked (i.e., scheduled closings, conferences, scheduled ½ days- examples) this will not apply to emergency closings where people were prepared to work a full day (building malfunctions, bomb threat, etc.).

ARTICLE X - EVALUATIONS

The District shall complete an annual performance review of each bargaining unit member.

ARTICLE XI - PERSONNEL FILE

There shall only be one personnel file maintained for each employee.

ARTICLE XII - NEW EMPLOYEES

- A. The District will notify the President of the Association in writing of all newly-hired personnel.
- B. Sufficient copies of the Agreement will be provided to the President of the Association for each newly-hired employee.

ARTICLE XIII - ASSOCIATION DAYS

One day per year shall be allowed to the Association for the purpose of professional leave for its officers and other designees from this unit, to be granted upon seventy-two (72) hours advance request, for attendance at Representative Assembly/other meetings of NYSUT and its affiliates. The Association is responsible for reimbursement to the District of the cost of substitute employees who cover when such leave is taken.

ARTICLE XIV - MANAGEMENT RIGHTS

The Board and/or Administration may exercise the regular and customary functions of management except as specifically abridged or modified by this Agreement.

ARTICLE XV - SEVERABILITY

If any statement of this Agreement is contrary to State Education Law, the Commissioner's Regulations or constitutional decision, only that statement shall be void and all other parts of the Agreement shall be in effect.

ARTICLE XVI - TAYLOR LAW NOTICE

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 XVII - DURATION

- A. This Agreement will be effective as of July 1, 2004 and will continue in effect through June 30, 2007 based upon the terms of the March 10, 2004 Memorandum of Agreement executed by the parties; provided that all changes from the parties' prior agreement shall be prospective from the signing of this Agreement unless otherwise noted.
- B. This Agreement will constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties, in writing, and signed amendment by both parties added to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 30th day of September, 2004.

FLORIDA UNION FREE SCHOOL DISTRICT

Douglas W. Burnside
Superintendent of Schools

Gloria M. McAndrew
President, Board of Education

FLORIDA TEACHERS' ASSOCIATION

Frank Gannon
President, Florida Teachers' Association

Kathy [Signature]
Negotiator, Florida Teachers' Association
(SRP)

Eileen Kuapp
Negotiator, Florida Teachers' Association
(SRP)

