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

**Title: Florida Union Free School District and Florida School Related Personnel Unit, Florida Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO (2012)**

**Employer Name: Florida Union Free School District**

**Union: Florida School Related Personnel Unit, Florida Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

**Local:**

**Effective Date: 07/01/2012**

**Expiration Date: 06/30/2015**

**PERB ID Number: 5032**

**Unit Size: 56**

**Number of Pages: 20**

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**AGREEMENT**

**between**

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

**and**

**FLORIDA UNION FREE SCHOOL DISTRICT**

**JULY 1, 2012 - JUNE 30, 2015**

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**AGREEMENT**, made and entered the **20th day of September, 2012**, 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**

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.

## **ARTICLE II - WORK DAY AND WORK YEAR**

### **A. Clerical**

The normal work day will be seven and one-half (7-1/2) hours per day (exclusive of lunch), 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 (1/2) hour lunch set by the supervisor.

During the summer, there shall be a four day work week option whereby clerical employees may choose a thirty-four (34) hour, four (4) day work week, in addition to one-half (1/2) hour each day for a duty-free lunch. This program will be implemented with four day work weeks of Tuesday through Friday or Monday through Thursday with individuals assigned so as to cover necessary work functions at each building on each day of the week, to the extent practicable. In the event that an employee calls in sick or takes a personal day, during one of the four days of his/her four day summer work week, he/she shall have seven and 1/2 (7.5) hours charged to his/her accrued sick leave/personal leave and shall be required to come in to work for four and 1/2 (4.5) hours on a day that he/she would not otherwise be scheduled to work (e.g. Friday for those on Monday-Thursday schedule or the following Monday for those on a Tuesday-Friday Schedule). In the event that an employee does not come in to work for the makeup of four and 1/2 (4.5) hours then the employees accrued leave time will be charged the difference of the actual hours worked up to a total of thirty seven and 1/2 (37.5) hours, exclusive of lunch (2.5 hours).



B. School Meals

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

1. Cook 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, up to a total of not more than one hundred and ninety (190) days. Work location will alternate between the District's buildings according to a schedule determined by the School Lunch Manager after conferring with the Cook Manager. 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. Food Service Helper (part-time): Between three (3) and Four ½ (4.5) hours per day on days when lunches are served at a building site. Starting times set by the Superintendent based on normal school day.
3. Required Training: School Meals employees may be required to attend training as necessary to address law and regulation changes. Such training time will be compensated at the appropriate rate defined in Appendix A of this Collective Bargaining Agreement.

C. Custodial

1. The normal work day for the maintenance personnel will be eight (8) hours per day, exclusive of one-half (½) hour lunch. Under normal conditions, starting time will be the same throughout the year except in an emergency.

During the summer, there shall be a four day work week option whereby custodial employees may choose a thirty-six (36) hour four (4) day work week, in addition to one-half (½) hour each day for a duty-free lunch. This program will be implemented with four day work weeks of Tuesday through Friday or Monday through Thursday with individuals assigned so as to cover necessary work functions at each building on each day of the week, to the extent practicable. In the event that an employee calls in sick or takes a personal day, during one of the four days of his/her four day summer work week, he/she shall have eight (8) hours charged to his/her accrued sick leave/personal leave and shall be required to come in to work for five and (5.0) hours on a day that he/she would not otherwise be scheduled to work (e.g. Friday for those on Monday-Thursday schedule or the following Monday for those on a Tuesday-Friday Schedule). In the event that an employee does not come in to work for the makeup of five (5) hours then the employees accrued leave time will be charged the difference of the actual hours worked up to a total of forty (40) hours, exclusive of lunch (2.5 hours).



2. If a custodian is called to open (unlock) or close (lock) a school building on his/her scheduled time off, he/she will be paid a minimum of 1.5 hours. If a custodian is called to both open and close a school during his/her scheduled time off, he/she will be entitled to 3 hours' pay. If a custodian is called in to address an alarm in a school building on his/her scheduled time off, he/she will be paid a minimum of 1.5 hours.

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 (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.
3. Teacher aides may be required to attend training as necessary to effectively conduct assigned duties. Such training time will be compensated at the appropriate rate defined in Appendix A of this Collective Bargaining Agreement.

E. Security Guard

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

F. Sign Language Interpreter

The normal work day for full time Sign Language Interpreters will be six and one-half (6-1/2) hours per day, exclusive of a one-half (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.

G. Over-Time

Work performed in each of the above assignments 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 general job descriptions.

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I. Calendar

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

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  
Good Friday

\*One-half day off will be granted on December 24 and December 31, provided these days are week days (Tuesday through Thursday).

In the event that December 24 and/or December 31 falls on a Monday, Friday or weekend, bargaining unit members shall then be entitled to one-half day for each such day of compensatory time-off to be used at the request of the member, with the Superintendent's prior approval.

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 and via email all new positions or regular openings to afford all unit members the opportunity for consideration.

**ARTICLE III - COMPENSATION**

A. General Salary Adjustments

1. Salaries for all School Related Personnel positions shall be based upon the salary schedule which shall be attached hereto as Appendix "A" upon verification of said salary schedule by the parties.
2. All unit members, if eligible, shall advance one step annually according to the salary schedule found in Appendix "A".



B. Longevity

1. Employees employed over six (6) hours per day shall be paid longevity differentials as defined in the salary schedule found in Appendix "A."
2. 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 school meals employees, upon submission of written request and original receipts, shall receive uniform allowances as follows:

Six (6) hours or more per day	\$174.00
Less than six (6) hours per day	\$ 90.00

D. Bargaining unit members responsible for substitute calling shall receive a stipend of \$3,000.

E. Notice of Pay Option: Salaried members of the bargaining unit shall select and submit by June 30<sup>th</sup> of the preceding school year, to be paid on a twenty-two or twenty-six pays plan for their annual compensation.

F. Sign-In/Sign-Out

Unit members may be required to sign-in and sign-out manually or through the means of mechanized/electronic equipment upon arrival to work and departure from work, as well as during any mid-day periods when they leave and return to their job sites. All sign-in and sign-out activity shall occur during working hours.

**ARTICLE IV – VACATION**

A. Twelve month employees only:

- 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. However, the Superintendent of Schools shall have the right to provide up to one



- (1) week of vacation to newly hired employees prior to the completion of one year of service.
2. If the employees wish to take vacation when students are in attendance, they may do so with the approval of the Superintendent or Superintendent's designee.
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 15<sup>th</sup>. The Superintendent will verify this schedule in writing to the employee by June 15<sup>th</sup>.

## **ARTICLE V - LEAVES OF ABSENCE**

### **A. Twelve Month Employees**

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 eight (8) 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 225 days. Unused personal days will be converted to sick time at the end of each year.

### **B. Ten Month Employees**

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 six and 1/2 (6.5) 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 225 days. Unused personal days will be converted to sick time at the end of each year.

### **C. Sick and Personal Leave**

1. 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 shall not be allowed to use personal leave on the day preceding or following a holiday, vacation or recess.



2. Employees absent for more than five (5) consecutive days, or where the number, timing and/or duration of absences raises a concern, may be requested to submit a doctor's certificate.
3. At the close of each school year, employees will receive a statement covering the number of days used and cumulative days to date.

D. Sick Leave Bank

1. An emergency sick leave bank is hereby established to provide against the economic effects of a long-term illness and/or accident which would cause an employee to exhaust accumulated sick time.
2. All full time members in the unit who contribute shall be eligible to use the sick leave bank. 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 forty (40), 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 the Sick Leave Bank Committee any documents deemed necessary by committee members regarding the nature and expected duration of the disabling condition. Such documentation would include at a minimum, but not be limited to, certification of the condition by a physician or other licensed health care provider.
  - (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 forty (40) 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 two hundred (200) days.
  - (e) Any unit member who has accumulated the maximum number of sick leave days (225) can contribute up to a maximum of two (2) additional days of his/her unused sick leave per year to the sick bank.



E. Jury Duty

1. A unit member (12 month employee) who is summoned for jury duty must consult with his/her supervisor to determine if the timing creates a significant concern for completion of critical tasks. If it is determined that a deferral must be requested from the Court, a copy of the request will be sent to the Superintendent. In the event that such request is denied, then on proof of attendance at jury duty the unit member shall be compensated as defined in Article V, E-4 below.
2. A unit member (10 month employee) 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. In the event that such request is denied, then on proof of attendance at jury duty the unit member shall be compensated as defined in Article V, E-4 below.
3. A unit member who is absent due to a court appearance required by subpoena and related to school business in the appropriate conduct of the employees professional responsibilities shall be granted a leave of absence with pay for the time required to travel to, participate in, and return from the assigned court date. On proof of attendance at court the unit member shall be compensated as defined in Article V, E-4 below.
4. The employee making court appearances as defined in Article V, E-1, 2 and 3 above 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 submit documentation to the Superintendent that includes times and dates of service, a record of any court fees paid to the, and/or a record of any mileage fees paid to the unit member within five (5) days of the end of court service. Mileage fees provided by the Court are retained by the employee.

F. Bereavement Leave

All employees will be granted three (3) 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, aunt, niece or nephew of the employee or employee's spouse.

G. 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 (2) years duration unless extended by the



District. Applications for such leaves shall be made at least sixty (60) 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 not to return at least (30) days prior to the return date of the leave.

H. FMLA Leave

Whenever FMLA leave is designated, that leave time shall run concurrently with any other paid contractual leave.

I. Reporting of Absence

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 immediate supervisor or the sub-calling service, if it has been the practice, one 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.

**ARTICLE VI - INSURANCE**

A. Health Insurance

1. (a) Insurance coverage is under the Orange-Ulster School District Health Plan.
- (b) All unit members shall contribute 6.0% towards the cost of individual and family health insurance premiums effective July 1, 2012, and 6.5% towards the cost of individual and family health insurance premiums effective July 1, 2013, and 7.0% toward the cost of individual and family health insurance premiums effective July 1, 2014.
- (c) The District shall deduct employee health insurance premium contributions for ten (10) month employees that cover the following July and August over twenty (20) pay periods beginning with the second paycheck in September. Should a 10 month employee cease to receive District health insurance coverage for the following July and August, the

District shall promptly (within twenty (20) calendar days) reimburse an employee for the amount due to him/her upon his/her termination of said health insurance benefits.

The District shall deduct employee health insurance premium contributions for twelve (12) month employees over twenty-five (25) pay periods beginning with the first full paycheck in July. If and when the health insurance plan rate changes during any year, there will be an adjustment to the amount of monies deducted per pay period from the remaining pay periods for that year, in order to account foresaid rate change.

- (d) Unit members hired on or before November 15, 2001 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 on or after November 16, 2001 and before June 30, 2012 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. All unit members hired after July 1, 2012 must work for at least fifteen (15) 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 pension benefits from the appropriate retirement system (e.g. ERS/TRS).
- (e) For unit members retiring on or after July 1, 2008, the District's funding obligation towards the cost of retiree health insurance premiums shall be as follows:

<u>Years of Service in the Florida UFSD</u>	<u>District Premium Contribution Percentage of Total Cost</u>
10-14 years	75% individual/60% family*
15-24 years	90% individual/75% family
25-29 years	90% individual/80% family
30+ years	100% individual/80% family

Such years of service shall be immediately before retirement for there to be entitlement to receive retiree health insurance benefits funded through the District. Retirement is defined as receiving pension benefits from the appropriate retirement system (e.g.: ERS/TRS).

\* See proviso at Article VI(A)(1)(d) above for eligibility for health insurance in retirement.

- (f) 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 VI (A) (1) (b).

- (g) 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 12-month period. 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 above. 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 members 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.

The Association agrees to cooperate with the District to identify and recruit a minimum of five (5) additional employees, for a total of 24 employees, who would be eligible and willing to commit to the District's health insurance "buyout" at a rate of \$3,000 per year for the duration of the contract (unless there is a qualifying event that makes the District's coverage the only coverage available). If the number is not reached in the first year of the contract, the option remains available to initiate in either of the remaining years.

B. Flexible Spending Plan

The District shall maintain an expanded 125 Internal Revenue Code Plan. The plan will include child/elder care and/or unreimbursed medical expenses according to IRS requirements and limits. Unit members utilizing the plan will be allowed to make withdrawals only up to the amount insured by the carrier during the portion of the year



that the balance in the employees account is not sufficient to cover the claim. The plan shall be administered at no cost to the District through a Third Party Administrator.

C. Welfare Fund

The District shall contribute \$1,118.00 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 1<sup>st</sup> and November 15<sup>th</sup>. The Association shall provide the District with an audited financial statement of the fund by June 30<sup>th</sup> of each year.

**ARTICLE VII – CONVERSION OF UNUSED SICK LEAVE**

- A. The District will maintain a 41-J E.R.S. Plan for unit members.
- B. Upon retirement, school related personnel shall be compensated for each unused sick day beyond one hundred sixty-five (165) days up to the 225th accumulated day at the rate of \$40.00 per day. All such monies shall be paid into the employee's Section 403(b) IRC Tax Sheltered Annuity, as a non-elective direct employer contribution, without a cash option. Upon receipt of the notification from the employee of the intent to retire, the District shall forward all paperwork for establishing a Section 403(b) IRC Tax Sheltered Annuity account if necessary. The term "retirement" is based on the New York State laws. A person must be eligible to retire from the District under NYSERS regulation to be eligible for this benefit. If you elect not to join NYSERS, you will not be eligible for this unused sick day conversion benefit. School Related Personnel shall notify the District in writing of their intent to retire three (3) months prior to the effective date of the retirement to secure this benefit.

**ARTICLE VIII – DUES AND DEDUCTIONS**

A. 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.

B. 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.

C. Procedure for Dues Deduction

1. Deductions referred to in Section Article VIII Section A 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.
2. The District shall, following each pay period from which a dues deduction is made, transmit the amounts deducted to the Florida Teachers' Association. Said deductions may also include VOTE/COPE and the NYSUT Benefit Trust.
3. 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.

D. Payroll Deductions for Credit Union

The District will provide payroll deduction for an established credit union.

**ARTICLE IX – 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 matter shall be heard by one of the following arbitrators selected on a rotating basis, to the extent practicable:

- 1- Bonnie Siber-Weinstock
- 2- Louis Patack
- 3- Jeffrey Selchick
- 4- Howard Edelman

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 X - 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.

C. Employees must use the school vehicle for travel to and from school related activities if it is available. If the school vehicle is available and the employee chooses to travel in his/her own vehicle, the employee shall not be reimbursed for mileage pursuant to Section A of this Article, as the same will be deemed an unauthorized use of the employee's own vehicle. Employees planning to attend the same conference or other activity that requires traveling, they must car-pool to the extent practicable, such that not more than one employee shall be compensated for each four employees attending the same conference or other activity



## **ARTICLE XI - EMERGENCY DAYS**

- A. Clerical and custodial personnel who work on days when school is closed for inclement weather, at the discretion of the Superintendent, may be released before the end of their workday, but be paid a full day's salary. 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 Superintendent.
- 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 XII - EVALUATIONS**

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

## **ARTICLE XIII - PERSONNEL FILE**

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

## **ARTICLE XIV - NEW EMPLOYEES**

- A. The District will notify the President of the Association and SRP representative 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 XV- 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 XVI - 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 XVII - 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 XVIII - 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


**ARTICLE XIX - DURATION**

- A. This Agreement will be effective as of July 1, 2012 and will continue in effect through June 30, 2015; 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 **20th day of September, 2012.**


**FLORIDA UNION FREE SCHOOL DISTRICT**

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President, Board of Education

**FLORIDA TEACHERS' ASSOCIATION**

  
\_\_\_\_\_  
President, Florida Teachers' Association

  
\_\_\_\_\_  
Negotiator, Florida Teachers' Association  
(SRP)



SRP Salary Schedules

APPENDIX A

2012-2015

**2012-13**

	Custodian	Hr. Cleaner	Security	Cafeteria	Aide/Monitor	Clerk	Sec./Typist	A/Clerk 1	A/Clerk 2	Bus driver	Sign lang	CookMgr
1	38,054	17.98	22.86	12.00	12.42	14.79	30,584	32,865	32,498	17.17	37,432	27.31
2	38,613	18.25	23.19	12.17	12.60	15.01	31,034	33,349	32,976	17.43	38,358	
3	39,370	18.60	23.65	12.41	12.84	15.30	31,643	34,003	33,623	18.59	39,498	
4	40,548	19.15	24.35	12.84	13.25	15.75	32,563	35,023	34,632		40,676	
5	41,769	19.75	25.09	13.25	13.62	16.25	33,516	36,074	35,670		41,886	
6	43,020	20.33	25.83	13.62	14.04	16.72	34,497	37,159	36,744		43,128	
7	44,312	20.93	26.61	14.04	14.50	17.26	35,507	38,274	37,846		44,404	
8	45,641	21.56	27.42	14.50	14.82	17.77	36,542	39,420	38,979		45,711	
9	47,006	22.20	28.23	14.82	15.30	18.28	37,621	40,601	40,148		47,049	
10	48,420	22.87	29.08	15.30	15.75	18.84	38,718	41,820	41,352		48,420	
11	49,875	23.57	29.95	15.75	16.25	19.44	39,855	43,074	42,592		49,824	
12	55,896	26.40	33.58	18.05	26.942	22.06	44,646	48,347	47,806		51,259	

**2013-14**

	Custodian	Hr. Cleaner	Security	Cafeteria	Aide/Monitor	Clerk	Sec./Typist	A/Clerk 1	A/Clerk 2	Bus driver	Sign lang	CookMgr
1	39,195	18.52	23.55	12.36	12.79	15.23	31,502	33,851	33,473	17.69	38,555	28.12
2	39,771	18.79	23.89	12.54	12.97	15.46	31,966	34,349	33,965	17.95	39,509	
3	40,551	19.16	24.36	12.78	13.23	15.76	32,592	35,023	34,632	19.15	40,683	
4	41,765	19.72	25.08	13.23	13.65	16.23	33,540	36,074	35,671		41,896	
5	43,023	20.34	25.84	13.65	14.03	16.74	34,522	37,156	36,740		43,143	
6	44,310	20.94	26.61	14.03	14.47	17.22	35,531	38,273	37,846		44,422	
7	45,642	21.56	27.41	14.47	14.94	17.78	36,572	39,423	38,981		45,736	
8	47,011	22.21	28.24	14.94	15.27	18.30	37,638	40,603	40,149		47,082	
9	48,416	22.87	29.08	15.27	15.76	18.83	38,750	41,819	41,352		48,461	
10	49,873	23.56	29.96	15.76	16.23	19.40	39,880	43,075	42,593		49,873	
11	51,371	24.27	30.85	16.23	16.74	20.02	41,050	44,366	43,870		51,319	
12	57,573	27.19	34.58	18.59	27.750	22.72	45,985	49,797	49,240		52,797	

**2014-15**

Stp.	Custodian	Hr. Cleaner	Security	Cafeteria	Aide/Monitor	Clerk	Sec./Typist	A/Clerk 1	A/Clerk 2	Bus driver	Sign lang	CookMgr
1	40,371	19.07	24.26	12.73	13.18	15.69	32,447	34,867	34,477	18.22	39,711	28.96
2	40,964	19.36	24.61	12.91	13.36	15.92	32,924	35,380	34,984	18.49	40,694	
3	41,768	19.73	25.09	13.17	13.63	16.23	33,570	36,074	35,671	19.72	41,903	
4	43,018	20.31	25.84	13.63	14.05	16.71	34,546	37,156	36,741		43,153	
5	44,313	20.95	26.62	14.05	14.45	17.24	35,558	38,271	37,843		44,437	
6	46,540	21.57	27.41	14.45	14.90	17.73	36,597	39,422	38,981		45,755	
7	47,011	22.20	28.23	14.90	15.38	18.32	37,669	40,605	40,151		47,108	
8	48,421	22.87	29.09	15.38	15.72	18.85	38,767	41,821	41,353		48,495	
9	49,868	23.55	29.95	15.72	16.23	19.39	39,912	43,074	42,593		49,914	
10	51,369	24.27	30.85	16.23	16.71	19.98	41,076	44,367	43,871		51,369	
11	52,912	25.00	31.78	16.71	17.24	20.62	42,282	45,697	45,186		52,858	
12	59,300	28.01	35.62	19.15	28583	23.40	47,365	51,291	50,717		54,381	

Longevity	2012-13	2013-14	2014-15
5 yr.srv.	428	441	455
10 yr.srv.	965	994	1023
15 yr.srv.	2480	2554	2631
20 yr.srv.	3774	3887	4003

Sign Language Interpreters receive receive a non-base longevity stipend of \$1,000 following the eighth (8th) year of service in addition to the longevity stipends noted above

