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Title: **Center Moriches Union Free School District and International Brotherhood of Teamsters (IBT), Local 237 (Center Moriches Public Schools Custodial Workers) (1998)**

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Union: **International Brotherhood of Teamsters (IBT)**

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Center Moriches Ufsd And Ibt Local
237 (Custodial Unit)

AGREEMENT

LOCAL 237, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AND

BOARD OF EDUCATION

CENTER MORICHES UNION FREE SCHOOL DISTRICT

CENTER MORICHES, NEW YORK

JULY 1, 1998, TO JUNE 30, 2002

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

(15)

**CENTER MORICHES PUBLIC SCHOOLS LOCAL 237
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

PREAMBLE

In order to effectuate the provisions of Chapter 392 of Laws of 1967, Public Employees' Fair Employment Law Article 14 of the Civil Service Law, and to encourage and abet effective and harmonious working relationships between the Center Moriches Board of Education and Local 237, International Brotherhood of Teamsters, in order that the cause of public education may best be served in Center Moriches, THIS AGREEMENT IS MADE AND ENTERED INTO on the first day of July 1998, by and between the Board of Education and the Center Moriches Public Schools Local 237, International Brotherhood of Teamsters.

CENTER MORICHES UNION FREE SCHOOL DISTRICT
LOCAL 237, INTERNATIONAL BROTHERHOOD OF TEAMSTERS
JULY 1, 1998, TO JUNE 30, 2002

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ARTICLE 1 - DEFINITIONS

As used in this Agreement:

1. The term "Board" shall mean the Board of Education, Center Moriches Union Free School District.
2. The term "Union" shall mean the Center Moriches Public Schools Custodial Workers Chapter of Local 237, International Brotherhood of Teamsters.

ARTICLE 2 - RECOGNITION

- A. The Center Moriches Board of Education, having determined that the Center Moriches Public Schools Custodial Workers Chapter of Local 237, International Brotherhood of Teamsters is supported by a majority of the custodial employees in a unit composed of all custodial staff members, hereby recognizes the Union as the exclusive negotiating agent for the custodial workers in such unit. Such recognition shall extend until one hundred twenty (120) days prior to the next Annual Meeting.

ARTICLE 3 - EFFECTIVENESS

The terms herein set forth constitute all the terms negotiated, and the same shall be applicable from July 1, 1998, to June 30, 2002, the term of this Agreement.

ARTICLE 4 - AMENDMENTS

This Agreement shall not be amended during the term of this Agreement unless all parties mutually agree thereto.

ARTICLE 5 - CUSTODIAL STAFF RIGHTS

- A. The Board and the Union have the right to request and receive from each other, within a reasonable period of time, information, statistics, and records relevant to negotiations or necessary for the proper administration or enforcement of this Agreement which are not of a confidential nature and not readily available to the requesting party.
- B. Whenever the Board or its representatives begin consideration of the proposed school budget for the coming year, notice shall be given to the Union, and opportunity shall be given the Union for a consultation on items of mutual interest.
- C. The Superintendent and representatives of the Union shall meet when necessary to discuss matters concerning the implementation of this Agreement and other matters of mutual concern.
- D. When there are items, known in advance or appearing on the agenda of Board meetings which may be reasonably expected to lead to action on matters of consequence to or directly affecting the Union. The President of the Union or a designated representative shall have the right to attend all public Board meetings.
- E. The Union, as the exclusive representative of the custodial staff, upon advance written request to the Board, shall be given a reasonably early place upon the agenda of public Board meetings.

ARTICLE 5 - CUSTODIAL STAFF RIGHTS, cont'd

- F. No existing Board policies, instructions, or handbooks shall in any way limit the rights granted the Union in this Agreement. This Agreement shall not be interpreted or applied to deprive the custodial employees of benefits heretofore enjoyed unless expressly stated herein.
- G. The Union shall have the use of school buildings, facilities and equipment, provided that such use shall not interfere with regular school operations and shall be approved in the normal manner provided for in the School District Policy.
- H. If a custodial employee is reprimanded, warned or otherwise disciplined by his/her supervisor for any infraction of rules or delinquency in professional performance, s/he shall have the right to discuss the matter further with his/her supervisor in the presence of a duly authorized representative of the Union.
- I. The Union shall have the right to post notices of its activities and matters of Union concern on appropriate bulletin boards. Announcements of meetings may be listed in school activity bulletins, and the public address system may be used for announcing the time and place of meetings, if necessary.

ARTICLE 6 - GRIEVANCE PROCEDURE

A grievance shall be a claim by an employee represented by the Union that any express provision of the Agreement has been violated. All grievances shall be processed in accordance with the following procedure:

1. Any employee may, either orally or in writing, present a grievance to his immediate supervisor within thirty (30) working days after he knows, or should have known, of the event giving rise to the grievance. The supervisor shall answer the grievance, either orally or in writing, within seven (7) working days.
2. If the grievant is not satisfied with the answer in Step 1, a duly designated representative of the Union may submit the grievance in writing to the Superintendent or his designee within five (5) working days after the answer in Step 1 is given to the grievant. The Superintendent or his designee shall answer the grievance in writing within fourteen (14) working days after the grievance is submitted to him.
3. If the Union is not satisfied with the answer to the grievance in Step 2, it may, within five (5) working days after receiving said answer, submit the grievance to the Board or its designee. The Board or its designee shall answer the grievance in writing within twenty (20) working days thereafter. If any such timely grievance is not disposed of in the foregoing grievance procedure, the Union may, within ten (10) working days after receipt of the answer in Step 3, give to the Board written notice of its desire to submit the grievance to arbitration.
4. Within ten (10) working days after the Board receives such notice, the Union may request the Suffolk County Commissioner of Labor to appoint the first available arbitrator from a panel of five mutually

ARTICLE 6 - GRIEVANCE PROCEDURE, continued

acceptable permanent arbitrators the parties submit to him, to hear and determine the grievance. The Commissioner shall appoint the first available arbitrator from said panel, using the order in which the parties listed the arbitrators' names at the bottom of the list. For subsequent arbitrators, he shall follow the same procedure. An arbitrator shall be considered "available" hereunder if s/he is free to hear the grievance within forty-five (45) days from the date s/he is first contacted by the Commissioner.

Failure to submit any matter to arbitration within the time limits prescribed above shall be deemed a waiver of the right to process the grievance further.

The arbitrator's authority shall be strictly limited to applying and interpreting the express terms and conditions of this Agreement. He will not have authority to add to, subtract from, or otherwise amend or modify the terms of this Agreement. The arbitrator's award upon matters properly before him shall be final and binding on the parties.

The parties shall bear equally the fees and expenses of the arbitrator, unless one party is deemed to be in error. In that case, the fees and expenses shall be borne by such party in error.

ARTICLE 7 - CUSTODIAL EMPLOYMENT AND RECRUITMENT

- A. Custodial employees shall be hired as per regulations of the Suffolk County Civil Service Commission.
- B. All employees shall serve a probationary period of six (6) months.
- C. All employees shall be required to pass a physical examination.

ARTICLE 8 - VACANCIES

- A. All vacancies including promotional positions shall be filled pursuant to the following procedure:
 - 1. Such vacancies shall be adequately publicized, which means, as a minimum, that a notice shall be posted in each school, clearly setting forth a description of and the qualifications for the position, including the duties and salary.
 - 2. Notices shall be posted or mailed as far in advance as possible, ordinarily at least thirty (30) days before the final date when applications must be submitted, and in no event less than two weeks before such date.
 - 3. Custodial employees who desire to apply for such vacancies shall submit their applications in writing to the Board or its authorized agent within the time limit specified in the notice.
 - 4. Vacancies shall be filled on the basis of qualifications for the vacant position. However, when applicants are equally qualified,

ARTICLE 8 - VACANCIES, cont'd

preference shall be given to custodial personnel currently employed in the Center Moriches Public Schools.

5. Promotional positions are defined as follows: positions paying a salary differential, position on the administrative level.
6. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex, or marital status.
7. Consideration for promotional positions shall be made on the basis of seniority.

ARTICLE 9 - VACATIONS

A. Vacation allowance from the date of employment shall be as follows:

0 - 5 years	8 hours per month of service
6 - 8 years	10 hours per month of service
9 - 10 years	12 hours per month of service
10 - 15 years	14 hours per month of service
15 + years	16 hours per month of service

The maximum accumulation of vacation time shall be 240 hours.

B. Summer School Closing

1. The Board of Education may close the school facility for a two-week period during July and August, at which time all employees will be scheduled for a 10-day vacation period.
2. Additional vacation time accrued by the employee may be taken at any time of the year, with preference given for seniority. Only one member of the staff may take a vacation at any one time during the regular school year.
3. Employees covered by this Agreement may exercise the option of taking vacation time beyond ten (10) days as extra pay in lieu of time off, at the rate of one day's pay for each vacation day given up.
4. Holidays occurring during the vacation period shall not be charged against accrued vacation time.
5. The superintendent retains the right to assign one (1) employee to duty during the summer closing for general maintenance and accepting deliveries. Any employee so assigned shall be permitted to take his/her vacation at another time, with the approval of his/her supervisor.
6. The parties to the agreement listed above hereby agree that parties assigned to work during the summer school closing listed in Article 9-B of the contract will be made by seniority.

ARTICLE 9 - VACATIONS, cont'd

The most senior employee shall have the first opportunity to be assigned during this period and the least senior employee shall be the first assigned in the event there are no volunteers.

ARTICLE 10 - WORKING HOURS AND DAYS

- A. The normal work week shall be five (5) days - Monday to Saturday, except as provided below:
1. No more than two (2) current staff members (on the payroll July 1, 1980) may be regularly scheduled to work on Saturday.
 2. Saturday schedules shall be based upon seniority, with the first opportunity to be given to the most senior staff members, and assignments to be made to the least senior members in the absence of volunteers.
 3. Employees shall be given at least one (1) week's notice of a Saturday schedule.
 4. Normally employees shall not be required to work on Saturdays when school is not in session.
 5. Scheduling in violation of the terms above may be appealed directly to the Superintendent of Schools.
- B. The normal workday on the day shift shall be eight (8) hours as scheduled by the Superintendent. The night shift shall work for a seven (7) hour period.
- C. Whenever school is not in session (vacations, summers, etc.) and night work is not necessary, all members of the custodial staff may work day-shift hours as assigned.
- D. Work beyond the regular schedule shall be considered overtime. Overtime assignments will rotate on a district-wide basis based on seniority and compensated for as follows:
- Work in excess of 8 hours (7 for night shift) per day - time-and-a-half;
Days in excess of five per week (Monday to Saturday) - time-and-a-half;
Sundays and Holidays - double time.
- E. Employees responding to emergency calls shall be guaranteed two (2) hours pay at time-and-a-half on Monday through Saturday, and two (2) hours pay at double time on Sundays or holidays.
- F. In the event a vacancy occurs either by virtue of a termination or resignation, or by the creation of a new opening, the most senior custodial employee shall be given an opportunity to fill such position, prior to the hiring of a new employee.

ARTICLE 11 - LEAVE POLICY

- A. Eighteen (18) days will be allowed per year, five (5) of which may be used for illness in the immediate family. The total unused portion of sick

ARTICLE 11 - LEAVE POLICY, cont'd

leave days shall be accumulated each year until a total of two hundred (200) days has been reached.

- B. Three (3) days of leave shall be allowed on a non-accumulative basis in the event of a death in the immediate family.
- C. Three (3) days of personal leave shall be allowed each year. Unused personal leave shall be credited to the sick leave accumulation. Normally, not more than one custodial staff member shall be granted such leave at a time.
- D. The Board may grant leaves of absence without pay to custodial staff members requesting them. The conditions of such leaves shall be determined by mutual agreement between the Board and the custodial staff members.
- E. In the event that a man is hurt on the job, full pay will continue through sick leave, with worker's compensation returned to the district if it is claimed. Lump sum settlement is to be retained by the employee. Limitation of this benefit shall be one (1) year.

ARTICLE 12 - INSURANCE

- A. Any health insurance programs provided for the teaching staff shall be made available on a similar basis to the members of the custodial staff.
- B. The district agrees to establish a flex benefit plan for its employees by September 1, 1996.
- C. The district will provide payment of 50% of the employer share of the health insurance premium to any employee who declines participation in the health insurance program. Such declination to be on an annual basis and such payment not to be considered as salary and to be made in a lump sum payment before December 31 each year.

ARTICLE 13 - UNIFORMS

The Board of Education shall provide adequate uniforms to the custodial staff, including replacement when necessary. Maintenance of assigned uniforms shall be the responsibility of the employee. Upon termination of employment, the employee shall return all of his/her assigned uniforms to the District.

ARTICLE 14 - ADMINISTRATIVE ROUTINES

Changes in existing administrative routines or operational rules which directly affect the functioning of custodial staff employees shall be developed in consultation with the Union.

ARTICLE 15 - EVALUATIONS

Custodial staff employees shall be given a copy of any official, written evaluation report prepared by their supervisors, and shall have the right to discuss such report with their supervisors before it is forwarded to the central administration or placed in their files.

ARTICLE 16 - MISCELLANEOUS AND GENERAL PROVISIONS

- A. This Agreement constitutes Board and Union policy for the term of said Agreement, and the Board and Union agree to carry out the commitments contained herein and given them full force and effect as policy. The Board and Union shall amend previously adopted policies and take such other action as may be necessary to bring said policies into conformity with the provisions of this Agreement.
- B. Copies of this Agreement shall be printed at Board expense, and a copy given to every custodial employee now employed or hereafter employed by the Board. The Union shall receive five (5) copies of this Agreement for its files and to assist in the implementation of the Agreement.
- C. If any provision of this Agreement or any application of this Agreement to any employees or group of employees shall be found contrary to law, then such provisions or applications shall be deemed invalid; but all other provisions or applications shall remain valid and continue in full force and effect for the life of the Agreement. The invalidation of any section of this Agreement shall not invalidate the Agreement.
- D. As required by Section 204-A of the Civil Service Law, the following is added to the Agreement.

It is agreed by and between the parties that any provisions 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 17 - SALARIES

- A. The annual salary for all bargaining unit members shall be increased as follows:

7/01/98 - 2%
7/01/99 - 2.25%
7/01/2000 - 2.3%
7/01/2001 - 2.5%

	<u>Starting Salary</u>			
	<u>7/01/98</u>	<u>7/01/99</u>	<u>7/01/2000</u>	<u>7/01/2001</u>
<u>Custodial Worker</u>	\$23,415	23,942	24,493	25,105
<u>Maintenance Mechanic I</u>	33,344	34,094	34,878	35,750
<u>Maintenance Mechanic II</u>	36,237	37,052	37,904	38,852

ARTICLE 17 - SALARIES, cont'd

- B. The Board reserves the right to hold at the same amount of salary any covered worker whose performance is judged to be below acceptable standards.
- C. Longevity increases shall be awarded as follows:
- \$300 following four (4) years of service in the district
 - \$300 following five (5) years of service in the district
 - \$325 following six (6) years of service in the district
 - \$325 following seven (7) years of service in the district
 - \$325 following eight (8) years of service in the district
 - \$325 following nine (9) years of service in the district
 - \$350 following ten (10) years of service in the district
 - \$375 following twelve (12) years of service in the district

The increases above shall become part of the employee's annual base salary.

ARTICLE 18 - HOLIDAYS

There shall be fourteen (14) paid holidays (including Martin Luther King Day), with a schedule to be mutually agreed upon. There shall be no Saturday assignments immediately following a paid holiday.

ARTICLE 19 - SEPARATION PAY

- A. Upon retirement or termination from the District, employees shall receive additional compensation, provided they have not been dismissed for cause.
- B. The additional compensation shall be computed as set forth below:
1. One-half (.5%) percent of annual base salary as of the date of notification for each year of service in the Center Moriches School District.
 2. Thirty (\$30) dollars for each day of unused accumulated sick leave as of the date of retirement. Sick leave is credited on July 1 of each year at the rate of:
 - a. Eighteen (18) days for the entire school year.
 - b. One and one-half (1.5) days per month for employees who leave during the fiscal year.
- C. The additional compensation shall be paid in one lump sum upon separation from service.

ARTICLE 20 - WELFARE FUND

The Board will contribute \$1,000 per employee each year to the Union Welfare Fund

ARTICLE 20 - WELFARE FUND, cont'd

during the term of the Agreement. Use of these funds shall be determined by the Board and the Union.

ARTICLE 21 - JOB DESCRIPTION - CUSTODIAL WORKER

A. General statement of duties:

Performs moderately heavy manual work in cleaning and caring for public buildings and institutions; performs related work as required.

B. Distinguishing features of the class:

Under immediate supervision, custodial workers do manual work involving a variety of housekeeping tasks. Primary responsibility is for the use of proper methods and materials in cleaning and otherwise caring for buildings and equipment. Instructions of supervisors are specific in nature; and work is subject to close inspection during progress and completion.

C. Illustrative examples of work:

1. Scrubs, mops, waxes, and polishes floors; dusts and polishes furniture; washes windows, woodwork, toilets, washroom and fixtures.
2. Moves office and institutional furniture and equipment to places directed.
3. Changes trash cans and garbage cans; replaces burned-out light bulbs.
4. May clean sidewalks of snow during the winter season; may cut grass, trim shrubbery, rake leaves, and perform regular grounds maintenance work in the summer season.
5. May operate a low-pressure boiler.
6. May operate a school bus on a part-time basis for a school district.

D. Required knowledge, skills and abilities:

1. Some knowledge of the materials, methods and equipment typically used in janitorial work.
2. Skill in the care and use of small hand tools.
3. Ability to understand and follow simple oral and written instructions.
4. Sufficient strength and ability to perform a variety of routine custodial tasks.

E. Minimum qualifications: Ability to read and write.

ARTICLE 22 - MAINTENANCE MECHANIC

- A. The Board agrees to create one (1) position of Maintenance Mechanic I, and one (1) position of Maintenance Mechanic II, which shall be compensated for as stipulated on Schedule A.
- B. Out-of-title work shall be compensated for as stipulated in Article 17(A).

ARTICLE 23 - DUES DEDUCTION

- A. The Board agrees to exclusive check-off of dues for the Union from the salaries of appropriate members of this unit. Employees must file appropriate dues deduction cards on the approved dates with the Business Office.
- B. Dues deduction authorization can be revoked by the employee by informing the Union in writing of such termination. The dues deduction termination will be effected by sixty (60) days' written notice in advance or by termination of employment.

ARTICLE 24 - SNOW DAYS

- A. Any custodial employee who is required to work during an emergency closing of the school shall be granted cash compensation at double time.
- B. Any additional holidays accruing to other employees of the district because of unused snow days shall be made available to members of the custodial staff, subject to the approval of the Superintendent.

ARTICLE 25 - TOOLS AND EQUIPMENT

The Board of Education shall provide, within reason and budgetary allocations, all necessary tools and equipment for the custodial staff in the performance of their duties. The responsibility and maintenance of all tools and equipment shall be delegated to the Chief Custodian.

ARTICLE 26 - PART-TIME EMPLOYEES

All permanent part-time employees shall receive, in addition to their salary, personal leave, vacation and sick leave on a pro-rata basis.

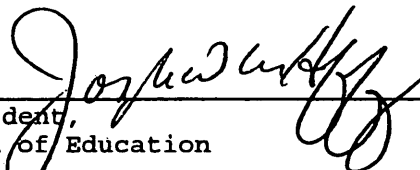
ARTICLE 27 - LENGTH OF THE AGREEMENT

This Agreement and each of its provisions shall be effective as of July 1, 1998, and shall continue in full force and effect until June 30, 2002. It is the sole and entire agreement between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 6th day of August, 1998.

For the Center Moriches
School District

For Local 237, International
Brotherhood of Teamsters



President,
Board of Education



Local 237, International
Brotherhood of Teamsters

9/4/98

Date

Date