



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Tuckahoe Common School District and Tuckahoe Clerical/Custodial Unit, CSEA, Local 1000, AFSCME, AFL-CIO (2000)**

Employer Name: **Tuckahoe Common School District**

Union: **Tuckahoe Clerical/Custodial Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **07/01/00**

Expiration Date: **06/30/03**

PERB ID Number: **6336**

Unit Size: **4**

Number of Pages: **16**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

6336_06302003

629
19370 SD
CUS

Tuckahoe Common School District
And Tuckahoe Clerical/Custodial Unit

AGREEMENT

between

TUCKAHOE COMMON SCHOOL DISTRICT

and

TUCKAHOE CLERICAL/CUSTODIAL UNIT

of the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME/AFL-CIO

July 1, 2000 - June 30, 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED**

SEP 20 2000

EXECUTIVE DIRECTOR

4

TABLE OF CONTENTS

ARTICLE I	Definitions	Page 1
ARTICLE II	Purpose and Scope	Page 2
ARTICLE III	Recognition/Rights of CSEA	Page 3
ARTICLE IV	Duration/Rights of Employees	Page 5
ARTICLE V	Seniority	Page 5
ARTICLE VI	Vacation Leave	Page 6
ARTICLE VII	Promotions and Transfer	Page 8
ARTICLE VIII	Holidays	Page 8
ARTICLE IX	Salary	Page 9
ARTICLE X	Uniforms	Page 10
ARTICLE XI	Sick Leave	Page 10
ARTICLE XII	Personal Days	Page 10
ARTICLE XIII	Health/Dental Insurance	Page 11
ARTICLE XIV	Health Ins. Contribution (Retirement)	Page 11
ARTICLE XV	NYS Employees' Retirement Plan	Page 12
ARTICLE XVI	Double-time	Page 12
ARTICLE XVII	Emergency Call-Ins	Page 12
ARTICLE XVIII	Longevity Payments	Page 12
ARTICLE XIX	Snow Days	Page 12
ARTICLE XX	Survivor's Benefit	Page 13
ARTICLE XXI	Use of Personal Vehicle	Page 13
ARTICLE XXII	Maintenance/Custodial Position	Page 13
ARTICLE XXIII	Statutory Clause	Page 14

AGREEMENT made this ____ day of July, 2000, between the TUCKAHOE COMMON SCHOOL DISTRICT and the TUCKAHOE CLERICAL/CUSTODIAL UNIT, CSEA, INC., Local 1000, AFSCME, AFL-CIO, the certified union; hereinafter called the "Association".

ARTICLE I

Definitions (as used in this Agreement):

- A. **"Employee** means all custodial/maintenance/clerical personnel for whom the Association is the recognized bargaining representative, and is to include the positions of head custodian; custodial worker I; custodial worker II and clerical employees; employees are not to include those non-instructional personnel designated as "confidential/managerial" (Secretary to the Superintendent; Business Official and School Nurse).
- B. **"Work week/work day"** - the standard work week will be forty (40) hours. The regular hours of work each school day shall be from 7:00 A.M. to 3:30 P.M. for the District's Head Custodian. Work shifts for other custodial/maintenance staff will be: 7:30 A.M. to 4:00 P.M.; 11:30 A.M. to 8:00 P.M.; and 2:00 P.M. to 10:00 P.M.; on evenings when there are no District approved activities occurring within the building beyond 9:00 P.M., the custodian scheduled to work the 2:00 P.M. to 10:00 P.M. shift may work 1:30 P.M. to 9:30 P.M. with the prior approval of the Head Custodian and/or Superintendent of Schools.

All custodial/maintenance employees shall receive one-half ($\frac{1}{2}$) hour lunch/dinner break (to be utilized at the mid-point of the shift). Summer work hours will be from 7:00 A.M. to 3:30 P.M.

The District reserves to itself the right to change the starting time of any member of the custodial/maintenance staff based upon the needs of the District. When requested, an employee will work additional hours; for

which he/she will be paid time and one-half over eight hours *per diem* and in excess of forty (40) hours on a weekly basis. The ground maintenance will be done during the school work-day.

The determination of which staff member will work which shift will be made in consultation with the Head Custodian with the District making the final decision.

ARTICLE II - PURPOSE AND SCOPE

This Agreement is the result of collective negotiations between the Tuckahoe Common School District and the Association which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law). The provisions of this Agreement supersede all conflicting policies and directives of the Board and may be changed only through the mutual consent, in writing, of the Board and the Association or by state/federal legislation. To the extent that any matters are not otherwise covered by this Agreement, the Board shall manage all school district operations, direct the work force, provide for the "job duties" of unit members, plan, direct and control operations, hire, promote and demote, discipline, suspend or discharge, relieve employees from duty because of lack of work and for other legitimate reasons, introduce new and improved methods or facilities, or change existing methods or facilities, improve quality, reduce costs and establish and attain reasonable work and production standards. This clause shall not diminish any employee rights contained in the Taylor Law or the Civil Service Law.

ARTICLE III - RECOGNITION/RIGHTS OF CSEA

The parties agree that the Civil Service Employees' Association, Inc., Local 1000, AFSCME/AFL-CIO shall be granted exclusive recognition for the purposes of unchallenged representational status for the maximum period provided under the Public Employees' Fair Employment Act, to collective bargaining rights with respect to salaries, wages, hours, and other terms and conditions of employment for employees within the bargaining unit.

Section 1.

CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiation unit in any and all proceedings under the Public Employees Fair Employment Act, under any other applicable law, rule, regulation, or statute, under the terms of this Agreement; to designate its own representatives and to appear before any appropriate official of the District to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion, or discrimination by the District or any of its agent. CSEA shall have the sole and exclusive right to pursue any matter or issue including, but not limited to, the grievance and appeal procedure in this Agreement, and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical or specialized services.

Section 2.

The District shall deduct uniformly and consistently from the wages of employees and remit to CSEA at Albany, New York, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction permitting such deductions. The District agrees to remit such monies exclusively for CSEA as the recognized exclusive negotiating agent for employees in

these units.

Section 3.

The employer shall, within 30 days after ratification of this contract, furnish CSEA with a complete list of names, home addresses, work locations, and titles of all employees in the negotiating unit covered by this Agreement, and will within 30 days after the end of each pay period, furnish CSEA a list of names, home addresses, work locations and position titles of newly hired, reinstated, or transferred employees, as well as a list of employees who terminated employment in this unit during the preceding period.

Section 4.

The District shall grant exclusively to CSEA officers, delegates, and members off without loss of pay or accumulated leave credits to carry out their responsibilities in the administration of this Agreement in regards to matters relating to salary, terms and conditions of employment, and for any and all business relative to improving employer/employee relations providing that such business be conducted on school property.

Section 5.

When requested by an employee, the senior CSEA officer or his designated representative may assist in the presentation of an alleged or actual grievance with a reasonable amount of time off during working hours without charge to other accumulated leave credits.

Section 6.

If an employee elects to present his own grievance without the assistance of CSEA the District agrees to permit a representative of CSEA to be present at any and all meetings to be held in connection with the presentation of such grievance and to

decide the issue.

ARTICLE IV - DURATION/RIGHTS OF EMPLOYEES

This Agreement covers the period of three (3) school years commencing July 1, 2000 and ending June 30, 2003.

Section 1.

Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining CSEA without fear of coercion, reprisal, or penalty from CSEA or from the District.

Section 2.

Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisals from the District or its agents.

Section 3.

An employee may bring matters of personal concern to the attention of the District's representatives and officials in accordance with applicable laws and rules, and may choose his own representatives to or unilaterally present a grievance for appeal proceedings, except that CSEA must be present at all such proceedings and it must be informed immediately of any decisions surrounding such case.

ARTICLE V - SENIORITY

Section 1.

For the purpose of this Agreement seniority shall be determined from the date of the first hire by the District and so long as the employee continues the employment. Provided that the qualifications, expertise, and experience of candidates for job

assignments and promotions is equivalent seniority shall be the basis for the assignment, temporarily or permanently, to job assignments and promotions. Seniority shall be the basis for the selection of vacation time.

Section 2.

If an employee is elevated to a position of management and then decides to return to his original status in the non-management area, the employee shall return to his original position with the full seniority status as though he had not left the original employment.

Section 3.

In the event that lay-offs shall become necessary, the same shall be accomplished in the inverse order of seniority.

Section 4.

When additional help is required, the employees so laid off in accordance with the preceding section shall be the first employees called back on the basis of their seniority; that is, the last one laid off will be the first one called back. The District agrees to notify the employees recalled by Registered Letter, with a copy of same to the senior CSEA officer, giving the recalled employee at least 10 days to report for duty. In the event the recalled employee fails to report as specified herein, such failure shall be considered as a declination by said employee. All employees laid off in accordance with the preceding paragraph will be offered an opportunity to return to employment, if such condition should prevail, before the District will recruit from the general public.

ARTICLE VI - VACATION LEAVE

Employees who have completed one (1) year of service within the Tuckahoe Common School District shall receive two (2) weeks vacation with pay; after five (5) full years of service, employees shall receive three (3) weeks vacation with pay; after

ten (10) years of service, employees shall receive four (4) weeks vacation with pay; after thirty (30) years of service, employees will receive six (6) weeks vacation with pay. "Completion of years of service" will be determined by anniversary date of first employment.

Vacations are normally to be taken during school closings; however, each custodian may take up to one (1) week vacation at any time with the stipulation that only one (1) custodian may be on vacation while school is in session. No employee shall be permitted to take four (4) consecutive weeks of vacation.

Custodial vacations will be scheduled to insure that at least one custodian is working each day of the year that the District is not closed due to a holiday or weekend or any other official school closing date.

At least one (1) custodian will work each day during the Christmas, winter and spring recess periods that are not designated as paid holidays (*i.e.*, Christmas Eve; Christmas Day; New Year's Day; Presidents' Day and Good Friday).

Requests for vacation will be submitted to and approved by the District Superintendent.

ARTICLE VII - PROMOTIONS AND TRANSFERS

Section 1.

The senior CSEA officer shall be notified immediately of any vacancy or new position to be filled. This notice shall be given to the senior CSEA officer at least two days prior to the posting of such vacancy or new position. Present employees of the District are to be given first preference in filling such positions or vacancies provided that the qualifications, experience and expertise of District employees are at least equivalent to the qualifications, experience and expertise of non-District candidates; the qualifications for a posted position or vacancy will be on the basis and in accordance with the standards established by the Suffolk County Civil Service Commission. In the event such vacancies or new positions are of a competitive nature, requiring written examinations, the District agrees to request a promotional examination from the Suffolk County Civil Service Commission in order to afford present employees of the District an opportunity to compete for same. Where qualifications are equal, seniority will then be the basis for appointment to any vacant or new position. The District agrees to notify the senior CSEA officer of the name of the person so appointed to such vacancy or new position simultaneously with the assignment of the employee.

ARTICLE VIII - HOLIDAYS

Employees shall receive a total of fourteen (14) paid holidays, to include:

1. Independence Day/July 4
2. Labor Day
3. Columbus Day/Observed
4. Veterans' Day/November 11
5. Thanksgiving Day
6. Day After Thanksgiving
7. Christmas Eve/December 24
8. Christmas Day/December 25

9. New Year's Day/January 1
10. Presidents' Day
11. Good Friday
12. Memorial Day
13. Martin Luther King's Birthday
14. Floating Holiday to be taken when school is not in session.

ARTICLE IX - SALARY

Employees will be paid bi-weekly.

The minimum base salary for a starting custodian will be:

- during the 2000/01 fiscal year will = \$30,500
- during the 2001/02 fiscal year will = \$31,900
- during the 2002/03 fiscal year will = \$33,500.

For the duration of this contract the increases to the base salaries for the entire custodial staff employed by the District will be:

- 4% as of July 1, 2000
- 4.5% as of July 1, 2001
- 5% as of July 1, 2002.

Overtime rates are calculated by dividing the annual base salary by 2080 hours (40 hrs. per week x 52 wks.) to get the hourly rate then multiplying that amount by 150%. For the double time rate, multiply hourly rate by 200%.

The person designated as assistant head custodian will receive a \$1,500 stipend in addition to base salary for performing the daily duties of the head custodian in his absence.

ARTICLE X - UNIFORMS

Each member of the custodial staff will receive an annual allowance of up to \$100.00 for the purchase of work-boots for snow removal and ground maintenance.

The Board will provide three (3) sets of uniforms (shirt, pants, T-shirt) for each custodial employee to be worn when on duty.

ARTICLE XI - SICK LEAVE

Employees will be allowed twelve (12) sick days per year to be accrued at the rate of one (1) day per month. District Secretary/Business Official will inform employees on each July 1st of the number of unused sick/personal days accumulated to that date. Sick leave is to be accumulative to one hundred-eighty (180) days.

If an illness extends beyond 180 days, the difference between the employee's salary and any substitute's salary will be paid to the employee for the balance of the school year. For those custodians hired before July 1, 1994, upon retirement, and after ten (10) years service to the District, 50% of all unused sick leave days will be paid to the employee based upon the salary at the time of retirement provided that an irrevocable notice of retirement be given to the Board in writing one (1) year prior to retirement. For any custodian hired after June 30, 1994, upon retirement, and only after ten (10) years of full time service to the District, 25% of all unused sick leave days will be paid provided that an irrevocable notice of retirement be given to the Board in writing one (1) year prior to retirement.

ARTICLE XII - PERSONAL DAYS

Two (2) personal days shall be allowed each year. Advance notice is to be given to the District Superintendent on the matter of a request for a personal leave day. Unused personal days may be credited to sick leave; however, the maximum number of sick leave days/personal leave days is to be one hundred-eighty (180) days for the purposes of 50% retirement credit for those hired prior to July 1, 1994 or for the purposes of the 25% retirement credit for those persons hired after June 30, 1994.

Bereavement Leave

Up to five (5) paid leave days for death in the immediate family may be granted by the Board. This leave will not be deducted from sick/personal leave. Immediate family is to be defined as spouse, children, mother, father, brother, sister, grandmother, grandfather or corresponding in-law relatives.

ARTICLE XIII - HEALTH/DENTAL INSURANCE

The Board agrees to assume 100% of the cost of the East End Health Insurance Plan for unit members. The Board will assume the cost of a dental plan to the extent of the following:

<u>Dental:</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03*</u>
Individual	\$200	\$200	\$200
Family	\$530	\$535	\$540

ARTICLE XIV - HEALTH INSURANCE CONTRIBUTION (RETIREMENT)

For those employees hired before July 1, 1994, the Board will contribute 100% of the cost of the East End Health Insurance Plan for individual coverage to be afforded a retiree and will contribute 50% of the retiree's dependents' coverage provided that the employee has rendered ten years of full-time service to the Tuckahoe Common School District. For those employees hired after June 30, 1994, upon their retirement after ten years of full-time service to the District, the Board will contribute 100% of the cost of the East End Health Insurance Plan for individual coverage to be provided a retiree and 35% for the retiree's dependents' coverage.

ARTICLE XV - NEW YORK STATE EMPLOYEES RETIREMENT SYSTEM

The Board agrees to fund the 75G Plan under the New York State Employees Retirement System for the benefit of unit members. The Board agrees to fund the 75I Plan for any Tier I employee.

ARTICLE XVI -DOUBLE-TIME

Employees who work on legal holidays or Sundays will be paid at the rate of double their normal hourly salary.

ARTICLE XVII - EMERGENCY CALL-INS

A minimum of two (2) hours pay at time and one-half the normal rate will be provided for all emergency call-ins.

ARTICLE XVIII - LONGEVITY PAYMENTS

Longevity payments of \$250.00 will be paid after ten (10) years of full-time service to the District; \$500.00 after fifteen (15) years of full-time service to the District; and \$750.00 after twenty (20) years of full-time service to the District; \$1,000.00 after twenty-five (25) years of full-time service to the District; and \$1,500.00 after thirty (30) years of full-time service to the District.

ARTICLE XIX - SNOW DAYS

When school is closed because of snow, the custodians will clear the snow as soon as possible and are then permitted to return home. The custodial staff will receive one (1) day off with pay on an annual basis during the term of this Agreement if the school is closed for at least one day immediately prior to or immediately following the Memorial Day weekend.

ARTICLE XX - SURVIVOR'S BENEFIT

In the event of the death of an employee while still employed the employee's estate or other beneficiary as designated by the employee, in writing, to the District shall be compensated for the full cash value of all unused vacation days and holidays standing to the credit of the employee at the time of his/her death. Accrued sick/personal time will be given to the employee's estate at the 50% or 25% rate (depending upon date of hire) only if the employee has served the District in a full-time capacity for ten (10) years.

ARTICLE XXI - USE OF PERSONAL VEHICLE

If a custodian uses his personal vehicle for District use the custodian will receive a \$50.00 annual stipend in compensation.

ARTICLE XXII - MAINTENANCE/CUSTODIAL POSITION

All members of the custodial staff will do custodial duties and ground maintenance. However, one of the unit positions will be designated a Maintenance/Custodial position to designate a unit member performing a variety of semi-skilled tasks in the maintenance and repair of District facilities and property. This unit member will perform a variety of tasks assigned by the Head Custodian and/or Superintendent. The determination of which staff member will fulfill this Maintenance/Custodial position will be made in consultation with the Head Custodian with the District making the final decision. In addition to the regular annual base salary provided to the unit member filling the Maintenance/Custodial position the sum of \$4,160 (\$2.00 per hour) is to be provided. Any maintenance duties assumed by a custodian to assist the Maintenance worker during a temporary time for major projects will be compensated at a rate of \$1.00 additional salary per hour.

ARTICLE XXIII - STATUTORY CLAUSE

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 ADDITIONAL FUNDINGS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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

BOARD OF TRUSTEES
TUCKAHOE COMMON SCHOOL DISTRICT

By: Harald C. Steudte
Harald Steudte, Chairman

CHIEF EXECUTIVE OFFICER
TUCKAHOE COMMON SCHOOL DISTRICT

By: Michael Mensch
Michael Mensch

TUCKAHOE CLERICAL/CUSTODIAL UNIT,
CSEA

By: Latelle H. Ingram
Latelle H. Ingram
President

Rigo J. Pedonzan
Rigo J. Pedonzan
CSEA Labor Relations Specialist