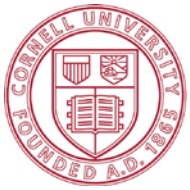

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Contract Database Metadata Elements

Title: **Valley Stream Central High School District and Head Custodians Unit, CSEA Local 1000, AFSCME, AFL-CIO (2001)**

Employer Name: **Valley Stream Central High School District**

Union: **Head Custodians Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000**

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

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Valley Stream Central High School
District And Csea (Head Custodians)

BCF

CONTRACT

HEAD CUSTODIANS

VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT

AND

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO

JULY 1, 2001 - JUNE 30, 2004

RECEIVED
DEC 08 2003
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT made this 11th day of December, 2001 by and between the BOARD OF EDUCATION, VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT, Valley Stream, New York, (herein called the "Board" or "District") and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Long Island Region, 300 Vanderbilt Motor Parkway, Hauppauge, New York (herein called the "Union"), and effective July 1, 2001.

WHEREAS, the parties hereto recognize that the education and welfare of children of the School District is paramount in the operation of schools and in order to promote such purposes,

NOW, THEREFORE, the parties do hereby agree as follows:

I. RECOGNITION

A. The Board recognizes the Union as the sole and exclusive bargaining agent for all Head Custodians.

B. The employees covered hereunder as Head Custodians are those employed by the Valley Stream Central High School District.

C. 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.

D. Every employee in the negotiating unit covered by this Agreement who is not a member of the Civil Service Employees Association, Local 1000, shall pay to the Union an Agency Shop Fee pursuant to the Laws of the State of New York. The Union shall certify the amount of the Agency Shop Fee; which amount shall be pursuant to the Civil Service Law of the State of New York, Section 208.3(b) and forward same to the district by October 1, along with a list of non-member unit employees to be declared Agency Shop Fee Payers. The District shall deduct from each such Agency Shop Fee Payer the amount certified by the Union. The deductions taken from Agency Shop Fee Payers shall be made in the same manner as deductions for members and shall be promptly forwarded to the Union.

II. PAYROLL DEDUCTION OF DUES

A. The District will deduct from pay, dues as designated by the Union for membership dues in the Union, on the basis of individually signed voluntary deduction authorization cards in form agreed to by the District and the Union.

B. Deduction from an employee's pay shall be in accordance with the date stamped on the Dues Deduction Card.

V. NO STRIKES OR LOCKOUTS

A. The union and its members agree that they shall not engage in any work stoppage, strikes or concerted refusals to perform assigned duties.

B. In the event that classes are not in session due to labor relations disputes between parties not covered by this Agreement, the Head Custodians are mindful of their no-strike obligation and will report to work as if there were no such disputes. In the further event that the Board should declare the school buildings in the District as closed for all purposes, by reason of such disputes, and orders its Head Custodians not to report to work as a consequence thereof, then the employees covered hereunder shall suffer no loss to pay or other benefits while under such orders to refrain from reporting to work.

VI. NEGOTIATION PROCEDURES

A. Representation. The Board and the Union shall each designate representatives to comprise their respective negotiating teams. These teams shall meet on or after January 15, 2004 for the purpose of discussion and attempting to reach mutually satisfactory agreements.

B. Requests and Meetings. The first negotiating meeting shall be held upon fifteen (15) days' notice by either party to each other. All issues proposed by the Union for discussion shall be submitted in writing by the Union to the Board or its delegated representatives at or before the first meeting. The Board shall submit in writing to the Union representatives all additional issues upon which it wishes to negotiate no later than the second meeting. The second meeting and all subsequent meetings shall be called at times mutually agreed to by the parties.

C. Conducting Negotiations. The negotiating teams will continue to meet for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith, to deal openly and fairly with each other in all matters and to continue meeting until an understanding is reached on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours, unless the negotiating teams agree to waive the three (3) hour limit for any given meeting. Meetings shall be held at times other than at the regular hours of school.

VIII. GRIEVANCE PROCEDURE

A. Resolution of the Board of Education

The Board of Education, in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for employees in the bargaining unit as defined in the Agreement, has established and adopted the following procedures for the orderly settlement of grievances of members of its staff of employees.

B. Declaration of Policy

In order to maintain a harmonious and cooperative relationship between the District and its Head Custodians, it is hereby declared to be the purpose of this grievance procedure to provide a means for the review and resolution of differences involving employees of this District not otherwise reviewable by law, under which employees may feel free to present grievances, without fear of coercion, interference, restraint, discrimination or reprisal.

C. Definitions

1. Employee shall mean any employee in the bargaining unit.
2. Union shall mean Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, the representative of the Head Custodians in the bargaining unit.
3. Chief Administrator shall mean the Superintendent of Schools.
4. Building Administrator shall mean the principal in charge of a school building and its staff.
5. Immediate Supervisor for employees working in a single building shall mean the Director of Facilities and Operations and/or Building Principal.
6. Designee shall mean a person named by the Chief Administrator or the building administrator to act in his behalf in a grievance procedure with full authority to render a determination. At no time shall such designee be a party to the grievance under consideration.
7. Grievance shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, discipline or out of title work in the District which relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees, areas of extra pay for extra services as elsewhere set forth in the Agreement between the parties, but excluding any matter involving any rule or regulation having the force and effect of law.

b) The party seeking advisory arbitration shall do so in writing, served upon the other party within fifteen (15) work days of the receipt of a copy of the decision at Step II.

c) All advisory arbitration hereunder shall be effected through the American Arbitration Association. The party seeking such arbitration shall initiate same pursuant to the Rules of the American Arbitration Association then in effect for a single arbitrator.

d) The arbitrator will hear the matter promptly and will issue his recommendation not later than fourteen (14) calendar days from the date the final statements and proofs are submitted to him. The arbitrator's recommendation will be in writing and will set forth his findings of fact and recommendations on the issues.

e) The recommendation of the arbitrator shall be of an advisory nature and shall not be binding upon the parties.

f) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the party claiming the grievance or his representatives.

STEP IV - BOARD STAGE Within five (5) days after receipt of the arbitrator's award, either party may appeal to the Board of Education for final determination.

IX. HOLIDAYS

Full time Head Custodians will be granted fourteen (14) holidays with pay or compensatory time. Such days as:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day and the
last working day before
Christmas

shall normally be the allowable holidays. These fourteen (14) days are to be determined by the Superintendent of Schools prior to September 15.

1. Is eligible for service retirement and who meets the necessary requirements for such retirement as defined by the New York State Employees' Retirement System.

2. Has served in the school district from which he will retire for a period of not less than 10 years.

3. Will retire on the day immediately following the final day of his leave of absence with pay.

4. Duly and timely executes the written application for such leave as prescribed by his Board of Education, which application shall be submitted prior to February 1st, in the year in which retirement is planned.

5. Duly and timely executes the written application for retirement effective on the day following the last day of such leave of absence.

Such leave of absence shall begin on the date as approved by the Board of Education.

The amount of pay during such leave of absence shall be calculated on the basis of 20 days of leave to equal 1/12 of the annual basic salary for 12 month employees.

The number of days of such leave eligibility shall be calculated by the Superintendent of Schools, based upon the employee's unused accumulated leave time as elsewhere provided in the contract in accordance with the prescribed formula above. Such leave requires approval by the Board of Education.

Employees shall have the option to request a lump sum payment of their Leave of Absence with pay prior to retirement. However, in order to exercise such option during the first year of this contract, retirement must be effective prior to July 1, 2002. In order to exercise such option during the second year of this contract, retirement must be effective prior to July 1, 2003.

D. Paid Leaves

Leave from work for personal illness, religious holy days, death or illness in the immediate family, preapproved court attendance, or preapproved personal business shall be granted to each full time custodial employee within the following limitations:

1. In case of emergency, preapproval may be waived.

F. The Board of Education will add to each Head Custodian's accumulated leave one day for each day of absence charged to leave resulting from injuries incurred in line of duty and covered by Workers' Compensation. The days added to accumulated leave may be used only for future illness after depletion of accumulated leave, but not for computing leave of absence with pay prior to retirement.

G. Bereavement Leave

Upon request to the Superintendent of Schools, the Superintendent may authorize three (3) additional personal days in excess of the total leave days allowable, for death in the immediate family (meaning spouse, child, father, mother, brother or sister). There shall be no right to accumulate or credit bereavement time, if not requested or granted in any individual year, for any purpose whatsoever.

XII. WORK WEEK

The work week for all day employees shall be any five (5) consecutive days from Monday through Friday, eight (8) hours per day, forty (40) hours per week, exclusive of lunch periods.

The schedule of working hours shall be set by the Board of Education upon the recommendation of the Superintendent of Schools.

Any unit employee who is required to remain on the premises during his meal period shall work a 37-1/2 hour week.

All full time employees shall receive two (2) fifteen minute breaks per shift.

In the event that any member of the unit shall be called in to work in an emergency situation during a time when he is normally not on duty, then he shall be paid a minimum of three (3) hours pay for such emergency call-in. This does not apply to overtime immediately following or prior to a regular work shift.

In the event of an emergency closing of school declared by the Superintendent, members of the unit who report to duty shall be paid at the rate of time and one-half for time worked or an equivalent amount of compensatory time, at the member's option. Compensatory time cannot be carried into the subsequent school year. A member who does not report to duty shall receive a day's sick pay, if available. Employees on vacation shall not be eligible for premium pay for the day. In no event shall this premium be paid for more than one day per school year.

C. Head Custodians shall receive the same Dental Plan benefits as other School District Administrators.

XV. MEDICAL EXAMINATIONS

A. All new employees must submit a report of prescribed medical examinations by a physician of the employee's own choice, at the employee's personal expense, or by a school physician at the District's expense prior to the effective date of appointment as probationary or provisional employee.

B. Each employee must submit a report of a tyne test or equivalent laboratory test for tuberculosis at least once every two years after employment. In the event that such test is positive, then an x-ray examination shall be required. Such test is due not later than December 1st of the year when required. The Board of Education will arrange, at the District's expense, for the taking of such required examinations. If employee does not appear for examination at the time designated, he must then assume this responsibility at his own expense.

C. Medical examinations may be required at such other times as the Board of Education designates. Nothing in this Article shall be deemed a waiver of the right of the Board of Education to require examination of an employee by the school physician at Board expense.

XVI. MISCELLANEOUS WORKING CONDITIONS

A. It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Hazardous situations should be reported to immediate supervisor. Safety rules for employees working alone or in isolated circumstances shall be adopted.

B. Personnel Files

1. Upon request by the employee, he shall be permitted to examine his official employment and personnel file.

2. The employee shall have the right to answer any material filed past, present, and future, and his answer shall be attached to the file copy.

does not have the requisite skills for the job being recalled. An employee shall not be deemed to have waived his right to return to work unless he fails to give notice of his intent to return within three (3) work days and report for work within two (2) weeks.

B. Transfers

Except for emergencies, a permanent employee shall not be transferred from one building to another without prior notice to the employee and discussion with the Union if requested. No transfers of any kind will be made for punitive purposes.

XVIII. SECURITY

No permanent employee shall be discharged except for just cause. The Union reserves the right to dispute any such discharge. If the parties fail to agree, the matter shall be submitted through the regular channels of Grievance Procedure as provided in this Agreement.

XIX. POSITIVE EVALUATION

A. Each employee covered by this agreement shall, three times during each contract year, be evaluated by his Supervisor or Building Administrator with regard to his work performance. Such evaluation shall clearly indicate, whether or not in the Supervisor's opinion, the employee's performance has been positive or negative.

B. Any employee receiving in any contract year two or more negative evaulations shall not be entitled to the next regularly scheduled wage increase.

C. Any employee who receives a negative evaluation and who feels that such evaluation does not properly reflect his job performance shall be entitled to challenge the evaluation through the following procedure:

1. Such challenge shall be presented by the employee to the Superintendent of Schools of the District or to his designee.

2. Should the Superintendent of Schools or his designee fail to resolve the issue to the satisfaction of all parties, the same shall be immediately submitted to the American Arbitration Association, pursuant to its then current rules for final determination by a single arbitrator. In cases of challenge to a negative evaluation, the award of the arbitrator shall be final and binding.

SALARY SCHEDULE

HEAD CUSTODIANS

STEP	2001-02	2002-03	2003-04
1	41,545	42,999	44,504
2	43,902	45,438	47,029
3	46,263	47,882	49,558
4	48,619	50,321	52,082
5	50,984	52,768	54,615
6	53,340	55,207	57,139