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Contract Database Metadata Elements

Title: **Greenwood Lake Union Free School District and School Custodial-Maintenance Unit, Service Employees International Union (SEIU), AFL-CIO, Local 74 (2001)**

Employer Name: **Greenwood Lake Union Free School District**

Union: **School Custodial-Maintenance Unit, Service Employees International Union (SEIU), AFL-CIO**

Local: **74**

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GREENWOOD LAKE UNION FREE SCHOOL DISTRICT

AND

SCHOOL CUSTODIANS

AS REPRESENTED BY

LOCAL 74, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

JULY 1, 2001 THROUGH JUNE 30, 2004

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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This Agreement is entered into this twenty-seventh day of November 2001, effective as of July 1, 2001 and continuing through June 30, 2004, by and between the GREENWOOD LAKE UNION FREE SCHOOL DISTRICT, (hereinafter referred to as the "Employer"), and CUSTODIANS, LOCAL 74, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, (hereinafter referred to as "Local 74").

WITNESSETH

In consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

ARTICLE 1
Recognition

The Employer hereby recognizes Local 74 as the exclusive bargaining representative for all full and regular part time custodial and maintenance employees (excluding all others) employed by the Employer in Greenwood Lake School District.

ARTICLE II
Dues Check-Off

- (a) The Employer agrees, during the term of this Agreement, to check-off, in an amount certified by the Union, the Union dues and the Union initiation fees of each employee member from whom a valid written authorization and direction to do so is received, and to remit the same to the Union. The written authorization and direction shall be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions shall be made in the amount certified in writing by the Union to the Employer and shall be no greater in amount than the dues and initiation fees uniformly required by the Union for the maintenance of good standing in the Union.
- (b) The Employer agrees that it will provide each employee with dues check-off authorization forms on or before the thirtieth (30th) day of employment, and shall arrange for the signing of such forms immediately upon the attaining the thirtieth (30th) day of employment.

- (c) The Employer agrees, not later than the fifteenth day of the month following the last pay day of the previous month, to remit to the Union, dues and initiation fees as may have been deducted for such preceding month for each employee who has signed an authorization card and who has worked at least one (1) week during such preceding month.

- (d) The Employer agrees to check off employees' contributions to the SEIU Committee on Political Education (COPE), as billed by Local 74, from the pay of each employee from whom it receives a separate written authorization.

- (e) Upon receiving written authorization to deduct monies for Credit Union contributions from an employee, the employer agrees to deduct from each employee's regular bi-weekly wages, the sum designated by the employee on said authorization and to forward the sum deducted to the Credit Union within one (1) week's time. No deduction shall be made in a pay period where an employee's wages are less than the sum designated to be deducted.

- (f) It is expressly agreed and understood that the Union assumes full responsibility for the validity and legality of such employees'

deductions as are made by the Employer and hereby agrees to indemnify and hold harmless by virtue of such deductions and payments to the Union.

ARTICLE III
Management Rights

The Employer reserves all rights to implement, publish and enforce all rules, regulations, policies and procedures not in conflict with the express terms and conditions of this Agreement.

Local 74 recognizes and acknowledges that the management of the building and the direction of the custodial work force, including but not limited to the right to hire, promote, transfer, layoff, or otherwise effect the employment status of employees; the right to plan, direct and control operations; to introduce new or improved methods or facilities, regardless of whether or not the same cause a reduction in the work force; to promulgate, amend and enforce such rules, regulations, policies, and procedures as it deems necessary and proper for the successful operation of the schools; and in all other respects to carry out the

ordinary and proper functions of management, is vested solely and exclusively in the Employer except as in this Agreement otherwise expressly provided.

ARTICLE IV
Seniority, Discharge, Layoff

1. Seniority shall be defined as the length of employment for the Employer.

2. In the event of reduction in force, employees shall be laid off in the reverse order of seniority and shall be subject to recall in order of seniority for a period of up to one (1) year from the date of layoff. The Employer shall, upon the recall of an employee, send by Certified Mail or Registered Mail, written notice to the employee at his last known address. If the employee does not contact the Employer within two (2) weeks of receipt of the letter, he shall be deemed to have declined the recall.

3. There shall be no layoffs resulting from the contracting of services normally performed by employees covered by this Agreement.

4. All newly hired employees shall serve one hundred eighty (180) calendar days of probation. During this period, they may be terminated at the sole discretion of the Employer in accordance with Civil Service law. After the probationary period, an employee cannot be discharged without just cause. All new employees shall be eligible for fringe benefits as of the date of employment. It is understood that they may be prorated by proportion of employment as governed by other clauses in this Agreement.

ARTICLE V
Work Week

1. The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. There shall be no split shifts, except that newly hired employees may be assigned split shifts if they give written consent thereto. Each eight (8) hour day shall include one (1) fifteen (15) minute break prior to lunch and one (1) fifteen (15) minute break after lunch. A thirty (30) minute unassigned lunch period will not be included in the eight (8) hour work day.

2. An overtime rate computed at time and one-half (1 ½) will be paid for all work over forty (40) hours in a given week, provided however, that paid holidays or approved vacation days will be counted toward the computation of the normal work week.
3. Any work performed on a Saturday or Sunday shall be paid at the rate of time and one-half (1 ½) for all employees, full or part time.
4. Any employee called into work at a time other than his normal starting time (except for snow removal) shall be guaranteed a minimum of four (4) hours of pay.
5. Management reserves the right to institute mandatory overtime for all custodial employees for emergency situations, defined as Acts of God (i.e., ice, snow, hurricane and/or tornado damage). Employees will be given as much advance notice as possible and will be guaranteed a minimum of four (4) hours work, not to exceed eight (8) hours at the rate of time and one-half (1 ½) for all employees, full and part time.

ARTICLE VI
Holidays

1. There shall be fourteen (14) paid holidays within the calendar year, July 1st to June 30th. The exact days are to be determined annually, based on the yearly calendar. Designated holidays for the 1998-1999 year will be as follows:

July 3.....Independence Day
September 7.....Labor Day
October 12.....Columbus Day
November 11.....Veterans Day
November 26.....Thanksgiving Day
November 27...Day After Thanksgiving
December 24.....Christmas Eve
December 25.....Christmas Day
January 1.....New Year's Day
January 18.....Martin Luther King Day
*February 15.....Presidents' Birthday
April 2.....Good Friday
April 5.....Day After Easter
May 31.....Memorial Day

*Presidents' Birthday (Washington's Birthday) February 15th, may be needed as a makeup day due to school weather closings (as per the Orange County Student Calendar). If it becomes necessary to use this day, custodians will select an alternate day as a floating holiday. A holiday schedule will be provided to the Union Business Agent and union members.

2. Any custodian who may be required to be involved in a military commitment will be treated in accordance with Section 242 of New York State Military Law.

3. If required to work on any of the holidays listed in Paragraph 1 of this Article, the custodial workers shall be paid additional compensation therefore at time and one-half ($1 \frac{1}{2}$) (equal to two and one-half ($2 \frac{1}{2}$) times the hourly rate).

4. If a part time employee is required to work full time three (3) days the week prior to the holiday, work during the holiday or the week immediately after the holiday, the employee shall be paid at the full time rate for the holiday. Any combination of three (3) full time days worked during this period will entitle the employee to full time holiday pay. If holidays fall on a Friday of one week and Monday of the next week, part time employees will be entitled to both holidays at full time rate, provided that they work a total of six (6) full time shifts during that period.

ARTICLE VII
Vacation

1. Employees shall be entitled to paid vacations in accordance with the following schedule:

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

Eliminate four (4) weeks vacation after ten (10) years of service for new employees hired after June 30, 1998.

Employees with less than one (1) year of service shall be entitled to one (1) day per month to a maximum of two (2) weeks of vacation. An employee's length of service shall be computed from July 1st of the year in which he was employed.

2. In general, vacations are to be taken when school is not in session and in blocks of not more than ten (10) days. The actual days must be approved by the supervisor in advance. If the employee requests a vacation when school is in session, thirty (30) days advance approval of the employer is required and such approval shall not be unreasonably withheld.
3. Any employee who leaves his employ for any reason, including discharge for cause, shall be entitled to accrued vacation. Vacation shall be accrued on a pro-rated basis from the date of completion of his last vacation.

ARTICLE VIII
Leave Time

1. All employees who have completed one (1) year of service by July 1st shall be entitled to twelve (12) paid sick days each year beginning July 1st and ending June 30th. Employees with less than one (1) year of service by July 1st shall be entitled to one (1) paid sick day per month. Unused sick days may be accumulated to a maximum of one hundred ninety-five (195) days. Any employee may use up to four (4) of the allotted sick days annually due to illness in his immediate family. A payment of twenty dollars (\$20.00) per day will be paid for accumulated sick leave upon an employee's separation from the District. A payment of twenty dollars (\$20.00) per day will be paid for accumulated sick leave upon an employee's retirement from the District. For purposes of this contract, retirement shall mean that the employee is eligible to collect benefits at age fifty-five (55). Notification of retirement must be made by the employee at least ninety (90) days prior to the date of retirement.

2. An employee who is absent due to illness or injury must, if possible, notify his Employer prior to the start of the work day for which the sick leave is requested to be eligible for said paid sick leave.
3. The Employer shall have the right to require a medical doctor's certificate as proof of illness or injury before being obligated to pay sick leave benefits to an employee provided the employee has been out of work for three (3) consecutive working days or more.
4. The Employer shall have the right to require a physical examination of an employee who has been on sick leave or absent due to illness where the Employer suspects that the employee may have a communicable disease before permitting him to report to work, provided that said examination shall be paid for by the Employer.
5. All employees shall be entitled to three (3) paid personal days each year. Unused personal days will be added to accumulated sick leave the following year. Personal days are to be used to conduct personal business that cannot be

otherwise scheduled. Personal days may not be used to extend the holidays, vacations or school recess periods without the approval of the Superintendent.

6. Any employee required to serve on jury duty shall be compensated at this normal rate of pay less the fee paid by the government, it being understood that the said fee does not include travel expense reimbursement.

7. All employees shall be entitled to five (5) paid days of bereavement leave in the event of the death of a child, spouse, parent, brother or sister. All employees shall be entitled to one (1) day of paid bereavement leave in the event of the death of a grandparent, mother-or father-in-law, brother-or sister-in-law, aunt, uncle, niece or nephew, step parents. The Employer may grant additional paid leave time if, in the Employer's discretion, such time is warranted. Upon return to work, or within five (5) working days thereof, the employee must provide an official notice of memorial to his or her supervisor. An acceptable notice, being a newspaper obituary, Mass card or death certificate.

ARTICLE IX
Grievance and Arbitration

Should there be a dispute concerning a violation of an express term or condition of this Agreement, it shall first be dealt with, if possible, between the employee and immediate supervisor at the time of occurrence. If the matter cannot be settled or is not the type of grievance that can be dealt with as hereinabove described, the Union shall, within thirty (30) days of the alleged violation, submit a written statement to an Administrator designated by the Employer describing the violation and requesting the relief sought. The Administrator shall respond in writing within five (5) days. In the event that the matter is not resolved or the Administrator fails to respond, the matter shall be submitted by the Union to the Board of Education who shall consider the matter at its next regular meeting. The Board shall have five (5) days from the date of its meeting to advise the Union of its decision. In the event that the Employer has a grievance concerning a violation of an express term or condition of the Agreement, it shall be submitted to the Union delegate in writing within thirty (30) days of occurrence. If the matter cannot be resolved or the Union delegate fails to respond within five (5) days, the Employer may proceed to arbitration as hereinafter described. If the parties are unable to resolve any dispute arising under this Agreement as hereinabove set forth, either party may submit the dispute to the Public Employment Relations Board for the designation of an

Arbitrator in accordance with its normal procedure. The Arbitrator so appointed shall have the authority to hold hearings and decide all differences arising between the parties as to the interpretation, application and performance of any part of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties and may be confirmed by any court having jurisdiction thereof. The fees and costs of the Arbitrator shall be shared equally by the Union and the Employer. In any proceeding to confirm the award of an Arbitrator, service may be made by Registered or Certified mail.

ARTICLE X
No Strikes or Lockouts

The Union agrees and stipulates that there shall be no strike, slowdown, mass resignation, refusal to work or any other act which constitutes a complete or partial work stoppage, or which disrupts the work process of the Employer in any way during the terms of this Agreement. The Board agrees it will not lock out employees during the term of this Agreement.

ARTICLE XI
Welfare Benefits

1. The Employer shall make contributions to the Local 74 Welfare Fund in accordance with the following: July 1, 2001 through June 30, 2002 one dollar and eighty cents (\$1.80) per hour for up to two thousand eighty (2,080) hours per full time employee; and if less than full time, one dollar and seventy cents (\$1.70) per hour for each hour worked. For the period July 1, 2002 through June 30, 2003, the rate shall be one dollar and eighty-five cents (\$1.85) per hour; and if less than full time, one dollar and seventy-five cents (\$1.75) per hour. For the period July 1, 2003 through June 30, 2004, the rate shall be one dollar ninety cents (\$1.90) per hour; and if less than full time, one dollar and seventy-five cents (\$1.75) per hour. Contributions shall be submitted to the Welfare Fund on the first day of every month. Contributions shall be made for each hour an employee is paid.

2. The Employer shall make contributions to the Local 74 Scholarship Fund at the rate of two cents (\$.02) per hour for up to two thousand eighty (2,080) hours per full time employee; or, if less than full time, two cents (\$.02) per hour for each hour worked.

The Employer shall make the above contributions to the Local Welfare Fund in accordance with the following regarding welfare benefits for retirees. Qualifications: The Employee must complete fifteen (15) years of service with the District and be at least fifty-five (55) years of age. Retired as a part time employee, benefits for self only. Retired as full time employees, benefits for self, spouse and eligible dependents. All benefits will cease upon the retired employees' death.

3. All employees shall be covered under New York State Disability and Workers' Compensation Insurance, it being understood that the Employer will pay the entire cost.

ARTICLE XII Salary

All employees shall receive a salary increase of fifty-five cents (\$.55) per hour in 2001-2002; fifty-five cents (\$.55) per hour in 2002-2003; and fifty-five cents (\$.55) per hour in 2003-2004. During the course of this Agreement, the

intake range for new employees shall be between sixteen thousand seven hundred thirty-eight dollars (\$16,738.00) and twenty-two thousand ninety-nine dollars (\$22,099.00), based on the 1994-1995 wage scale.

1. The employer agrees to pay seven and one-half percent (7.5%) of the annual contract salary (including any overtime or extra payments) to a tax sheltered annuity elected by the employee.

2. Uniforms: All employees, full and part time:
 - a. Five (5) shirts to be replaced annually, employee choice of short or long sleeve or any combination of both.

 - b. One (1) all season coat, to be replaced every two (2) years.

 - c. Five (5) pairs of work pants or shorts replaced annually. No jeans.

 - d. One (1) pair of work shoes replaced annually with a ninety dollars (\$90.00) limit.

3. For the period July 1, 1995 through June 30, 1996, regular day time custodians who are involuntarily transferred to a night shift (more than one-half (1/2) of their eight (8) hour shift is beyond 5:00 p.m.), will have a five percent (5%) shift differential added to their salary. This differential will be paid only if the involuntary assignment exceeds ten (10) consecutive working days. Effective July 1, 1996, the night differential is eliminated. Full time employees, as of that date, are grandfathered from forced, permanent night time assignment.

ARTICLE XIII
Foul Weather Gear

There shall be two (2) sets of foul weather gears consisting of coats and boots in each school made available for the use of the employees.

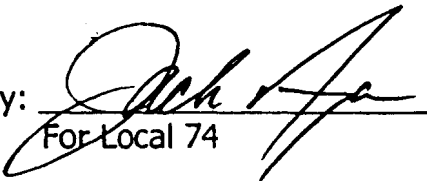
ARTICLE XIV
Miscellaneous

Schools to provide a designated break room for custodial employees and a union bulletin board.

ARTICLE XV
Duration

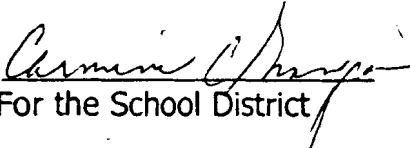
This Agreement shall be in effect for three (3) years. It shall commence on July 1, 2001 through June 30, 2004.

LOCAL 74, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

By: 
For Local 74

1/9/02
Date

GREENWOOD LAKE UNION FREE SCHOOL DISTRICT

By: 
For the School District

1/12/02
Date

*Retyped by Board of
Education Dec 12, 2001*