



**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](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

Title: **Pine Bush Central School District (Operations & Maintenance) and Service Employees International Union (SEIU), AFL-CIO, Local 74 (2002)**

Employer Name: **Pine Bush Central School District**

Union: **Service Employees International Union (SEIU), AFL-CIO**

Local: **74**

Effective Date: **07/01/02**

Expiration Date: **06/30/05**

Number of Pages: **20**

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/>

SD  
CWS

**5944\_06302005**

Pine Bush Central School District And  
Seiu Local 74 (Operations And  
Maintenance)

**TERMS AND CONDITIONS**

of

**EMPLOYMENT**

Between The

Pine Bush Central School District

and

**LOCAL UNION 74**

Service Employees International Union, AFL-CIO

*(Operations and Maintenance)*

July 1, 2002 - June 30, 2005

**RECEIVED**

DEC 10 2003

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

471

**TABLE OF CONTENTS**

ARTICLE I - RECOGNITION .....	1
ARTICLE II - DUES CHECK-OFF .....	1
ARTICLE III - MANAGEMENT RIGHTS .....	2
ARTICLE IV - JOB SECURITY .....	2
ARTICLE V - WORK WEEK .....	4
ARTICLE VI - HOLIDAYS .....	5
ARTICLE VII - VACATIONS .....	6
ARTICLE VIII - LEAVE TIME .....	7
ARTICLE IX - GRIEVANCE AND ARBITRATION .....	10
ARTICLE X - NO STRIKES OR LOCKOUTS .....	11
ARTICLE XI - SAFETY COMMITTEE .....	11
ARTICLE XII - BENEFITS .....	12
ARTICLE XIII - WAGES .....	13
ARTICLE XIV - LEGISLATIVE ACTION .....	13
ARTICLE XV - SAVINGS CLAUSE .....	13
ARTICLE XVI - DURATION .....	14

Collective Bargaining Agreement

Operations/Maintenance

Agreement effective July 1, 2002 by and between the Pine Bush Central School District, hereinafter referred to as the "District" and Local 74, of the 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 I - RECOGNITION**

The District hereby recognizes Local 74 as the exclusive bargaining representative for all custodians, custodian workers, and maintenance workers, part-time or full-time.

**ARTICLE II - DUES CHECK-OFF**

1. The District will, on or before the tenth (10<sup>th</sup>) day and on or before the twenty-fifth (25<sup>th</sup>) day each month during which this Agreement is in effect, deduct from the wages of each employee from whom it receives a written authorization form, and will continue to make such deduction while such written authorization remains in effect, the uniform dues for the current one-month period. Dues deductions shall be submitted to Local 74 on or before the tenth (10<sup>th</sup>) day of every month during the life of the Agreement.

2. The right to fix other amounts as uniform dues and initiation fee is specifically reserved by Local 74, and shall be promptly acted upon by the District upon due written notice to the District.

3. When new employees are employed, and they join Local 74, the District will deduct the uniform initiation fee set by Local 74.

4. The District shall deduct contributions to SEIU Committee on Political Education (COPE) from the wages of each employee from whom it receives a written authorization form.

5. The District will hold such sums deducted from its employees and transmit them promptly to Local 74. The District will not make any charges for deducting or remitting such sums so deducted and collected.

6. All employees who do not acquire or maintain membership in good standing as a condition of employment beginning on or before the 30<sup>th</sup> day after initial employment shall have an agency fee deducted by the District to defray the administration of this Agreement and the representation of such employees. Any such agency fee deduction shall be in strict conformance with requirements of Civil Service Law. The service charge shall be in the same amount and be payable at the same time as the Union's regular dues [see Civil Service Law 201(2)(b)].

### **ARTICLE III - MANAGEMENT RIGHTS**

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

2. Prior to changing any existing rights, reserved to the District by this clause, the District agrees to first explain them to the Shop Steward.

### **ARTICLE IV - JOB SECURITY**

1. For employees hired prior to July 1, 2002, there will be a six-month probationary period. Employees hired on or after July 1, 2002 shall serve a one (1) year probationary period. Probationary employees may be terminated at the discretion of the District. Employees employed for a period of greater than the applicable probationary period may not be discharged except for good

cause. Any dispute concerning the discharge of any employee who has successfully completed probation will be settled pursuant to the grievance procedure herein. In the event an employee is a target of a disciplinary investigation, the District shall afford the employee the right to have a union representative present at the target meeting.

2. On an annual basis, the District and the Union shall confer for the purpose of developing a seniority list. This list shall be signed by both parties. The parties' signatures shall reflect the parties' agreement with the list. Seniority will be a consideration in cases of transfer and appointment to new positions. Part-time employees shall not accrue seniority. Except in cases of emergency situation, the Local 74 shop steward will be advised of all new positions and/or planned transfers five (5) working days in advance of such actions. The shop steward will be responsible for the notification to the employee.

3. The District shall provide the Union with written notice of any vacancy, said notice shall specify the beginning date of the vacancy. All vacant positions will be filled by the District by permanent (probationary) employees within ninety (90) days of said vacancy. However, the District has no obligation to fill vacancies for positions which were newly created after June 30, 1999.

4(a). In the event of reduction in force, employees will be laid off in reverse order of seniority, and given two weeks' notice of termination. Part-time employees shall be the first employee laid off. Employees who are laid off will be subject to recall for a period of one year. Employees will be recalled in reverse order of layoff.

4(b) There will be no reduction in force below 45 employees, i.e., the number of employees on the payroll as of June 30, 1999, unless there is a reduction in the area (square footage) to be cleaned and maintained.

5. Local 74 representatives will have the right to visit employees, on the job, provided that work is not interfered with, and provided that such representative(s) obtain permission from the District office.

#### **ARTICLE V - WORK WEEK**

1. The normal work week will consist of five 8 hour days, Monday through Friday.

2. Provided that there is adequate coverage at all times, the District may adjust hours and time schedules so that the ten hour provision of this contract will be in effect as an all year option. Forty hour work week defined herein may be maintained in a manner to provide for four 10 hour days per week. Members of the unit may request in writing to be granted the four ten hour days per week schedule. Such requests must be submitted to the Assistant Superintendent of Support Services.

3. Each eight or ten hour day will include a thirty (30) minute lunch period, and two 15 minute coffee breaks. All employees will be advised in writing by the District concerning the proper time periods for lunch and coffee breaks.

4. All work performed beyond forty (40) hours per week, or eight (8) hours per day, will be paid at the rate of time and one-half (1 ½), except when the District exercises its rights under Paragraph 2 of this article, in which case time and one half will be paid after forty (40) hours in a week, or after ten (10) hours in a day. All overtime work must receive prior approval from the employee's immediate supervisor.

5. All work performed on a Saturday, a Sunday or on a holiday when the District is not in session, will be paid at the rate of time and one half. Holidays are defined in Article VI of this Agreement. Saturday overtime will be paid at time and one half for custodians assigned to work on

Saturdays in the buildings to which they are regularly assigned. Sunday overtime and Holiday (when the District is not in session), overtime will be paid at the rate of double time if the facilities are opened to accommodate use by an outside organization which is not affiliated with the Pine Bush School District. Hours of work will be determined by management.

6(a). Any employee who is called in to work, or is otherwise required to work, will be guaranteed a minimum of three hours pay, at one and one half times the regular hourly rate of pay, when such work does not coincide with the regular work day and hours. However, if the employee is called in within four hours of the normal starting time, such employee will be paid at the rate of time and one half UNTIL the normal starting time.

6(b). The exception to the provisions of this paragraph are "alarm calls", which will be paid at a rate of one and one half of the regular hourly rate on a portal-to-portal basis, plus mileage.

6(c). The rate of reimbursement of mileage will be determined annually by the Board of Education at the Annual Re-Organization Meeting.

7. Overtime work will be assigned to employees within the job classification needed, on a rotating basis, with preference going to the employee in the building who has worked the least amount of overtime since the preceding July 1<sup>st</sup>.

8. If a holiday, as defined in this Agreement, should fall during an employee vacation period, or on a Saturday or Sunday, the employee shall receive an additional day off in lieu of such holiday.

#### **ARTICLE VI - HOLIDAYS**

1. Fifteen paid legal holidays are listed herein, and will be in force for the duration of this Agreement. If the District is closed on Rosh Hashanah and/or Yom Kippur, such days will also be



given as contract holidays.

- |                                  |                                       |
|----------------------------------|---------------------------------------|
| 1. July 4 <sup>th</sup>          | 8. New Year's Day                     |
| 2. Labor Day                     | 9. The day preceding New Years'       |
| 3. Columbus Day                  | 10. Martin Luther King Jr.'s Birthday |
| 4. Thanksgiving                  | 11. Lincoln's Birthday                |
| 5. Friday following Thanksgiving | 12. Washington's Birthday             |
| 6. Christmas                     | 13. Good Friday                       |
| 7. Day Preceding Christmas       | 14. Memorial Day                      |
|                                  | 15. Veterans Day                      |

2. If any of the holidays provided fall when the District is in session, employees shall be paid at a straight time rate of pay for the time worked and an alternate day will be designated by the District as the holiday.

**ARTICLE VII - VACATIONS**

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

- |                                   |         |
|-----------------------------------|---------|
| i) After 1 year of employment     | 2 weeks |
| ii) After 5 years of employment   | 3 weeks |
| iii) After 12 years of employment | 4 weeks |

2. Employees with less than one year of service accrue one day per month to a maximum of ten (10) working days.

3. Any employee covered by this Agreement, including part-time employees, who leaves his/her job for any reason, will be entitled to vacation accrual allowance computed on his/her length of service, as provided in the vacation schedule for employees who have been employed for more than one year, more than five years, or more than 12 years, as the case may be.

4. Vacation will be accrued on a pro-rated basis from July 1<sup>st</sup>, at the rate of one day per month to the maximum allowed for his/her year(s) of employment. No vacation will be paid until earned.

5. An employee may either carry-over or cash-in up to 3 vacation days at his/her per diem rate from one year to the following year.

6. At least one half of the vacation to which an employee is entitled must be taken during the summer recess. Only one full time employee may be on vacation from any building or department at one time. Choice of weeks for vacation will be determined in a building or department by seniority, provided that no employee will be denied vacation based on the above formula.

7. If a payday falls during an employee's vacation period, the employee shall have the right to request that such period be combined with and paid on the payday preceding the employees vacation. The employee must notify the payroll department of this request at least four weeks prior to the vacation period payday.

#### **ARTICLE VIII - LEAVE TIME**

1(a). Employees hired prior to July 1, 1993 will be entitled to 1.33 sick leave days per month for each year beginning July 1<sup>st</sup> and ending June 30<sup>th</sup>, for a total of 16 days per year. Employees employed after July 1, 1993 will start accruing 1 day per month from the date of employment. At the completion of 3 years of service this will increase to 1.33 days per month.

Unused sick days may be accumulated to a maximum of 200 days. An employee who has accumulated greater than the maximum days will be capped.

1(b). Unused sick leave will be paid out each year at \$71.00 per day for that portion of the annual allotment that is not used, upon written request of the employee to the Central Office not later than June 30<sup>th</sup>. Bought out time will not accumulate.

2. An employee who is absent due to illness or injury must notify his/her supervisor at least two (2) hours prior to the start of the work day for which sick leave is requested, to be eligible for paid sick leave. The exception would be in case of an emergency when the earliest possible notice will be given.

3. The District will 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 days or more.

4. The District will have the right to require a physical examination of an employee who has been on sick leave or absent due to illnesses before allowing him/her to report to work, provided that such examination will be paid by the District.

5. An attendance incentive of \$135.00 per quarter will be paid to each employee that does not accrue more than one absence. Scheduled vacations and holidays, jury duty, bereavement shall not be included in the incentive program. The employee shall request, in writing to the District's Business Office, payment of the incentive to either be included with his/her regular payroll check or by separate check. If the payment is included within the employee's regular payroll check, payment shall be made within thirty (30) days of receipt of the written request. If payment is requested by separate check, then the District shall make payment at its earliest convenience.

6. All employees will be entitled to four (4) paid personal days each year. Unused personal days will be added to accumulated sick days at the end of the year. For first year employees, this will occur on the anniversary date of employment, and on July 1<sup>st</sup> of each year thereafter. No more than two (2) consecutive personal days may be granted.

7. Personal days are not to be used as additional holidays, to pursue other gainful employment, or to conduct business that could be conducted beyond working hours. Employees requesting a personal day must submit a request on the District form, at least five working days in advance, and state the reason for the need of a personal day, except in the case of an emergency, where a maximum notice as possible shall be given. Two days may be used without reason, provided it is submitted in timely fashion for approval by the Assistant Superintendent. Personal days may be requested in half day units or in full day units. If the employee's need for a personal day is of a sensitive nature, the employee may state this on the District Form. He/she will be contacted by the District Officer in charge of personal days for a confidential/verbal explanation.

8. Time for responding to New York State jury duty shall be allowed without loss of leave days, vacation days, or pay. The employees shall make every effort to return to school if released early in the day from jury duty. Except for New York State Jury service, the employee shall pay to the Board of Education all remuneration received for jury duty except mileage allowance. In order to qualify for regular pay under this clause, an employee must demonstrate that he/she has made an effort to schedule said duty for the summer recess period, by submitting a photocopy of either of the following:

i) His/her jury duty card indicating that his/her preferential months for jury duty are the summer months; or

ii) A timely letter to the Clerk of the Court expressing a preference for assignment in the summer months.

9. All employees will be entitled to four (4) paid working days of bereavement leave in the event of the death of a brother, sister, spouse, child, parent, mother-in-law or father-in-law, or grandparent; it is understood that the bereavement days are the four working days immediately following the death.

10. All employees will be entitled to apply for extended personal leave without pay, at the discretion of the Board of Education. Personal leave will not be less than one month, nor more than two years in length, and all the employee's benefits will be preserved; if such request for extended personal leave is denied, reason for the denial will be given in writing, provided a request for such reason is submitted in writing.

11. Employees will be required to work on days when school is closed due to inclement weather. If the conditions warrant, employees of the unit will be sent home early, or told not to report. When this occurs, members of this unit will not suffer any wage diminution for the hours missed.

#### **ARTICLE IX - GRIEVANCE AND ARBITRATION**

1. All disputes and grievances concerning an expressed term or condition of this Agreement shall be submitted in writing by the employee involved to his/her supervisor for resolution, within twenty (20) calendar days of the incident.

2. If the parties are unable to resolve the dispute within twenty (20) calendar days, Local 74 shall submit a written statement describing this dispute, identifying the Article and paragraph in this Agreement that has been violated, to the Superintendent of Schools.

3. The Superintendent of Schools shall have twenty (20) calendar days to render a decision. If the Superintendent does not resolve the dispute, either party may submit the dispute to arbitration within twenty (20) calendar days of the Superintendent's decision. Joel Douglas, Jeffrey Selchick or Jay Nadelbach shall be designated as Arbitrator. In the event that they are unable to serve, the Arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, and the cost thereof shall be borne equally by Local 74 and the District. The decision of the Arbitrator shall be final and binding.

4. All members shall be given the opportunity to affix his/her signature to memos or any disciplinary letters prior to them being placed in the employees' personnel file. Should the employee refuse to sign the document, a notation will be placed on the document to that effect.

#### **ARTICLE X - NO STRIKES OR LOCKOUTS**

1. Local 74 agrees and stipulates that there will 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 District in any way on the part of one or more employees or on the part of Local 74 or its representative, during the life of this Agreement.

2. The District agrees that it will not lock out the employees during the life of this Agreement.

#### **ARTICLE XI - SAFETY COMMITTEE**

1. The Union shall be permitted to appoint one unit member to serve on the District's Safety Committee.

## ARTICLE XII - BENEFITS

1. The District will make contributions to the Local 74 Welfare Fund in accordance with 'Schedule B' for each employee covered by this Agreement. Contributions will be submitted to the Welfare Fund on or before the tenth of each month during the life of this Agreement.

2. The District will comply with all requirements of the New York State Employee's Retirement System. In addition, the District will adopt Plan 41J of the retirement plan effective July 1, 1989.

3. Each employee will be provided with a personal locker. Said locker shall be as close to the employee's work station as possible.

### 4. Clothing Allowance and Uniform

(a) A joint committee of three District representatives and three Union representatives shall meet for the purpose of approving the uniform.

(b) Employees hired after the start of the fiscal year shall be provided with three (3) shirts and three (3) pants through June 30<sup>th</sup> of the employee's first year of employment and shall not be eligible for the clothing allowance. The employee shall be eligible for the clothing allowance in the fiscal year following the commencement of employment.

(c) A clothing allowance for each employee will be paid at the rate of one hundred ninety dollars (\$190.00). A committee shall be created by the unit to identify the style of the uniforms. Once suppliers are designated, uniforms shall be paid on a quartermaster system through the District office. The District shall pass on to the employees all discounts received in purchasing power. I.D. patches shall be supplied by the District. A clothing allowance will be issued on or about August 10<sup>th</sup> of each year. Employees are to wear the prescribed uniform each day, at all

times.

### **ARTICLE XIII - WAGES**

1. Salary schedules for custodial and maintenance employees which are attached as Schedule "A," reflect a 3.75% salary increase effective July 1, 2002; a 4% increase effective July 1, 2003; and a 4% increase effective July 1, 2004.

2. Employees will be paid on or about the 10<sup>th</sup> and 25<sup>th</sup> of each month.

3. Any employee assigned to perform work of a higher classification for more than five consecutive days will be paid at the "Schedule A" rate of pay for that classification retroactive to the first day of the assignment.

4. Employees may purchase disability insurance at their own expense. The District will forward the unit's money to the insurance company.

5. The District courier shall receive an annual stipend of \$320, which shall be non-cumulative and payment shall be divided over twenty-four (24) pay checks.

### **ARTICLE XIV - LEGISLATIVE ACTION**

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 therefore, shall not become effective until the appropriate legislative body has given approval.

### **ARTICLE XV - SAVINGS CLAUSE**

If any provisions of this Agreement shall be held illegal or of no legal effect, it shall be deemed null and void without affecting the obligations of the balance of this Agreement.

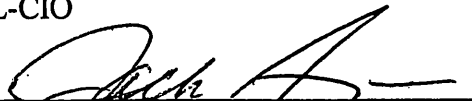


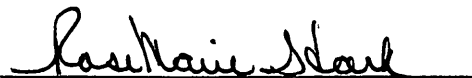
**ARTICLE XVI - DURATION**

This Agreement will be effective for three (3) years, from July 1, 2002 to June 30, 2005.

LOCAL UNION 74 OF THE SERVICE  
EMPLOYEES INTERNATIONAL UNION  
AFL-CIO

PINE BUSH CENTRAL SCHOOL DISTRICT

By: 

By: 

Date: 10-31-02

Date: \_\_\_\_\_

SCHEDULE "A" WAGES

1. Employees will be paid in accordance with the following:

	Per Annum	Per Annum	Per Annum
	As of 7/1/2002	As of 7/1/2003	As of 7/1/2004
CUSTODIAN	\$36,237	\$37,686	\$39,194
MAINTENANCE WORKER	\$34,535	\$35,917	\$37,353
CUSTODIAN WORKER	\$33,535	\$34,877	\$36,272
HEAD CUSTODIAN	\$38,048	\$39,570	\$41,153

2. Employees hired after June 10, 1997 but prior to November 6, 1999, shall be paid in accordance with the following salary schedule:

1 <sup>st</sup> year of employment .....	75% of current base rate
2 <sup>nd</sup> year of employment .....	80% of current base rate
3 <sup>rd</sup> year of employment .....	85% of current base rate
4 <sup>th</sup> year of employment .....	90% of current base rate
5 <sup>th</sup> year of employment .....	100% of current base rate

Employees hired on or after November 6, 1999 shall be paid in accordance with the following salary schedule:

1 <sup>st</sup> year of employment .....	70% of current base rate
2 <sup>nd</sup> year of employment .....	75% of current base rate
3 <sup>rd</sup> year of employment .....	80% of current base rate
4 <sup>th</sup> year of employment .....	85% of current base rate
5 <sup>th</sup> year of employment .....	90% of current base rate

6<sup>th</sup> year of employment . . . . . 95% of current base rate

7<sup>th</sup> year of employment . . . . . 100% of current base rate

3. Employees who have completed a probationary period with the District and who are promoted to a higher paying classification, shall receive the wages for the higher-paying classification immediately upon appointment.

4. It is understood, however, that any new appointee hired as custodian shall be paid the wage rate for maintenance worker for the first three months of employment.

5. Custodians are not required to check their buildings on weekends or holidays.

6. All building custodians in charge of buildings employing eight or more custodians other than themselves, shall receive a 5% differential.

7. The pool operator shall receive an annual stipend of \$800.00.

## SCHEDULE "B" BENEFITS

1. The District will contribute to the Welfare Fund of the S.E.I.U. Local 74, for medical insurance as follows:

i) Effective July 1, 2002, the District's contribution to the Local 74 Welfare Fund shall be \$1.80 per hour; Effective July 1, 2003, the District's contribution to the Local 74 Welfare Fund shall be increased to \$1.85 per hour; Effective July 1, 2004, the District's contribution to the Local 74 Welfare Fund shall be increased to \$1.90 per hour.

2. Effective July 1, 2000, the District shall pay one-half ( $\frac{1}{2}$ ) of the amount that it contributes to the Local 74 Welfare Fund on behalf of active employees for any unit member, with at least twenty-five (25) years of service, who retires from the District in accordance with the requirements of the Employees Retirement System ("ERS").

In order to be eligible for this contribution, the employee must be collecting his/her ERS pension and be covered in retirement under the health insurance plan through the Local 74 Welfare Fund. The District may require proof that the retiree is covered under the health insurance plan through the Local 74 Welfare Fund. Failure to provide proof of enrollment within 30 days of the written request being made shall result in the District's withholding the contribution. The parties agree to discuss the method of payment and termination of coverage for nonpayment.

3. The District will contribute to the Legal Fund of the S.E.I.U. Local 74 as follows:

i) Eleven cents (\$.11) per hour, per employee.

4. The District shall contribute thirteen cents (\$.13) per hour per employee to the Local 74 Training & Scholarship Fund.

5. The maximum contribution of the District under (3) and (4) above shall be based upon 2080 hours per annum.