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Contract Database Metadata Elements

Title: **Holley Central School District and Holley Custodial Personnel Association (2004)**

Employer Name: **Holley Central School District**

Union: **Holley Custodial Personnel Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/08**

PERB ID Number: **5278**

Unit Size:

Number of Pages: **16**

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AGREEMENT
BETWEEN
HOLLEY CENTRAL SCHOOL DISTRICT SUPERINTENDENT
AND
THE HOLLEY CUSTODIAL PERSONNEL ASSOCIATION
7/1 6/30
2004-2008

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT
BETWEEN
HOLLEY CENTRAL SCHOOL DISTRICT SUPERINTENDENT
AND
THE HOLLEY CUSTODIAL PERSONNEL ASSOCIATION
2004-2008

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ARTICLE I - RECOGNITION

The Custodial Staff Association of the Holley Central School District is recognized as the exclusive bargaining agent for the custodial employees of the Holley Central School District including head custodians, custodians, cleaners, groundsmen, messenger and laborer.

ARTICLE II - DUES DEDUCTION

The District agrees to deduct monthly dues of the Association in a uniform amount that is authorized in writing by the employees and remit the same to the Association. Such authority may be revoked in writing at any time by any employee. The Association will indemnify and hold harmless the District for such deductions. Authorization forms must be submitted by June 1 in order to be effective for the next school year, except for new employees.

ARTICLE III - MANAGEMENT RIGHTS

The Holley Board of Education retains all management rights and functions it possessed prior to entering into this Agreement and may formulate rules and regulations, including safety regulations, for the conduct of its employees in the operation of school district business. Written notice of such rules and regulations will be provided to all employees.

ARTICLE IV - LEAVES OF ABSENCE

- A. Sick Leave - Sick leave will be granted for 12 days per year. A doctor's excuse may be requested at any time for any leave. Thirty of the unit member's sick days may be used for illness of a spouse or child.
- B. Upon retirement, employees may convert unused sick time at a rate of .5 day for each unused day to a dollar value which may be used to purchase health benefits until exhausted. This shall be based on a 260 day year and the highest salary earned in any twelve (12) months in the previous thirty-six (36) consecutive months and may be applied to medical or life insurance.
- C. Personal Leave - Up to three (3) days per year may be used to conduct personal business. These days are to be used to conduct personal business which cannot be done except during normal working hours. Personal days are not to be used for purposes of vacation or recreation. Use of a personal day before or the day after school vacation periods, weekends and holidays will require a reason.

Requests for personal leave must be received by the building and grounds superintendent five (5) calendar days prior to the requested leave day, unless there is an emergency, in which case the building and grounds superintendent shall be notified as soon as possible.
- D. Unused sick and personal days may accumulate up to a combined, maximum 205 days in 2004-2005, 210 days in 2005-2006, 215 days in 2006-2007 and 220 days in 2007-2008.

ARTICLE V- BEREAVEMENT LEAVE

Employees shall be granted 5 days leave, with pay, for deaths of the following relatives by blood, marriage or a result of a legal proceeding: mother, father, father-in-law, mother-in-law, husband, wife, son, daughter, step-father, step-mother, step-brother, step-sister, step-son, step-daughter, adopted child, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law. Employees shall be granted 3 days leave, with pay, for deaths of the following relatives by blood, marriage or a result of a legal proceeding: nieces, nephews, grandchildren or grandparent. Employees shall be granted 1-day leave, with pay, for deaths of the following by relatives by blood, marriage or a result of a legal proceeding: aunt or uncle. Due to extenuating circumstances, at the sole discretion of the superintendent, sick days may be used to extend this leave.

The district may request proof of the relation. In a situation of simultaneous death, this leave is for a maximum of 5 days. The use of these days expires 5 days after the death.

ARTICLE VI - LEAVE WITHOUT PAY

Leave without pay may be granted to an employee by the immediate supervisor and the superintendent when circumstances warrant such leave. Employees should be cautioned, however, that continued and excessive requests for leave without pay may result in termination of services.

Seniority will not accrue during this leave. Entitlement to paid or unpaid leave day(s) during this leave of absence will not be available. The employee must notify the district 5 calendar days prior to his/her expected return date to confirm return. If the employee fails to return upon the expiration of his/her leave without giving notice, the employee will be deemed to have abandoned his/her job. The district can then terminate his/her services without filing §75 charges (if §75 applies). This action is not subject to the grievance procedure.

ARTICLE VII - MATERNITY LEAVE

- A. Maternity leave shall include paid leave for pregnancy and childbirth related disability. Up to 6 or 8 weeks disability after the birth of the child. Unpaid leave may be applied for child rearing purposes.
- B. An employee who incurs disability as a result of pregnancy or childbirth shall be entitled to utilize the paid sick leave provisions of this Agreement. An employee who exhausts paid leave during such disability shall be entitled to unpaid leave until the termination of the disability provided such disability is temporary and short term in nature.

- C. An employee who becomes pregnant may also apply for child rearing leave, which shall be an unpaid leave when the employee is not disabled and for the purposes of preparing for child birth or caring for the child after birth disability terminates. Written request for such leave shall be made at least 90 calendar days prior to the anticipated commencement of the leave. If leave is requested prior to disability, it shall commence at the beginning of a semester. If the leave is requested to commence at the end of childbirth disability, a normal disability period of six weeks following childbirth shall be used for the purpose of determining the 90-day notification requirement. A child rearing leave shall be without pay or benefits, but the employee may continue health insurance by contributing the full cost of the premiums therefore. Child-rearing leave may be granted for a period not to exceed 1 calendar year, but in all cases, such leave will terminate at the beginning of a school semester.
- D. In the event that an employee does not receive a child rearing leave, she shall be expected to return to work at the termination of her period of disability.

ARTICLE VIII - GENERAL LEAVES

The Holley Board of Education, in the responsible exercise of its power to grant leaves, does provide for the previous determined leaves as a convenience to their employees. It should be clear, however, that the Board does not expect that employees will consistently claim their limit of leave on a yearly basis. The Board expects that employees will claim leave for valid and appropriate reasons.

ARTICLE IX - VACATION

- A. Custodial employees shall be entitled to vacation according to the following schedule:

At the completion of:

1-4	years of service - 10 days
5	years of service - 11 days
6	years of service - 12 days
7	years of service - 13 days
8	years of service - 15 days
9	years of service - 16 days
10	years of service - 17 days
11	years of service - 18 days
12	years of service - 19 days
13	years of service - 20 days

- B. Vacation time may not be carried or accumulated from year to year.
- C. Vacation time may be claimed at any time of the year providing one month notice is given and the employee has met the full service time.
- D. No more than two (2) people per building may be on vacation at a time.
- E. All vacation claims must be approved by the immediate supervisor and/or the superintendent.

ARTICLE X- JURY DUTY

If an employee is required to serve on jury duty, they shall receive their regular pay from the District but shall return to the District any compensation received for their services as a jury person other than that portion ascribed to meals and travel compensation.

ARTICLE XI - LEGAL PAID HOLIDAYS

July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas, one additional day during Christmas vacation to be approved by the supervisor, New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday and Memorial Day. The District designates which days will be a paid holiday where a holiday falls on a weekend.

ARTICLE XII - ELIGIBILITY REQUIREMENTS

While all employees are subject to the general provisions of this contract, part time employees are not eligible for any fringe benefits. Part time employees are determined to be those working less than twenty (20) hours per week.

ARTICLE XIII - HEALTH INSURANCE AND DENTAL INSURANCE

A. The district shall offer both the traditional and the point of service plans offered through the Orleans-Niagara BOCES Health Consortium. All employees hired after November 1, 2004, must join the point of service plan.

If an existing employee elects the traditional plan, the district will pay 95% of the premium in 2004-2005, 90% of the premium in 2005-2006, 85% of the premium in 2006-2007, 80% of the premium in 2007-2008 and every year thereafter for either individual, two person or family coverage as applicable to each professional employee desiring to be covered.

For the traditional plan, on December 1, 2004, the prescription drug co-pay will be \$5 for generic drugs, \$15 for brand name drugs and \$20 for non-formulary drugs.

If an employee, who was in the traditional plan as of September 1, 2004, elects to transfer to the point of service plan, they will be paid a one-time stipend of \$2500. This stipend will be paid as follows: \$1250 by December 3, 2004, and \$1250 on July 1st of 2005. This stipend will be paid into a 105H plan unless the employee agrees to pay the district's cost to Social Security and Employees' Retirement. If the employee agrees to pay these costs, then they may receive the stipend in cash.

Health insurance elections must be made by June 15th of the prior year. Elections may not be changed during that school year unless there is a life change: e.g. marriage, divorce, birth, loss of insurance by spouse, death, etc. during the year.

Employees who elect not to receive health insurance through Holley will receive a buy-out stipend of \$1750 for 2004-2005, \$1850 for 2005-2006 and \$2000 for every year thereafter. This stipend may be taken in cash or put into a 105H or 403B plan. If an employee, who changed to point of service, wishes to go back to the traditional plan, they may providing they pay back the \$2500 conversion stipend and they pay the difference in premium between the point of service and the traditional plans. The district will no longer pay the deductibles in the traditional plan.

- B. Part time custodial employees, those working less than 20 hours per week, are not eligible for health insurance.
- C. No employee who is covered under any other hospitalization plan of his/her own or his/her immediate family, any part of which is paid by another employer, shall be eligible for health insurance coverage by the District under this provision.
- D. Dental insurance coverage shall be available to those custodial employees desiring such coverage. The cost of this dental insurance coverage shall be borne by the custodial employee through payroll deduction.
- E. Nothing in this contract shall prevent the District from employing the services of third party administrators to administer either health or dental plans. This shall not increase costs to employees in any way.
- F. The District shall have the right to self insure for medical or dental insurance coverage where allowable by law and regulation provided that self insurance does not result in the reduction of coverage that is provided to any employee beyond that which is specified in this contract.

ARTICLE XIV - LIFE INSURANCE

Employees classified other than part time are eligible, after one year's service, to purchase life insurance through the current district program.

ARTICLE XV - RETIREMENT SYSTEM

Employees may join the New York State Employee's Retirement System. Those joining are subject to all provisions, rules and regulations as outlined in the Employer's Guide on file in the District Office. Those joining after 1976 will be responsible for a 3% contribution.

ARTICLE XVI - GRIEVANCE PROCEDURE

A. Definition

1. Grievance - for the purpose of this Agreement, the term "grievance" shall mean any dispute or disagreement between the employees in this unit and the District; which dispute or disagreement alleges that there has been a violation, a misinterpretation, or inequitable application concerning the terms and conditions of employment as specified in any provision of this Agreement.
2. District Authorized Representative - the term "District's Authorized Representative" shall mean any administrative or supervisory staff responsible for the area in which a grievance is alleged.
3. The Superintendent and the Association will provide any and all relevant documents, communications, and/or records concerning the alleged grievance, provided such documents are not privileged or confidential. Failure of the grievant to submit relevant documents to substantiate the alleged grievance at any stage of the grievance process will bar appeal to the next stage.
4. As a condition precedent to further appeal at any stage, the unit must submit a written notification of appeal within the time limits specified, otherwise the grievance will be waived, and the grievance will be discontinued automatically.

B. Procedure

1. Step 1 - Within three (3) working days of the occurrence of an event giving rise to an alleged grievance, such alleged grievance shall be discussed between the employee conceiving himself/herself aggrieved and the District's authorized representative. Such alleged grievance need not be reduced to writing, but a record shall be made of the fact that there was a discussion of the alleged grievance and of the general nature of such alleged grievance. A decision on the alleged grievance shall be given within five (5) working days after such discussion.
2. Step 2 - If no satisfactory solution is reached at Step 1, the alleged grievance shall be reduced to writing and signed by the employee concerned and submitted to the District's authorized representative within the next two (2) working days following receipt of the answer at Step 1. A written answer shall be given to the employee within five (5) working days following receipt of the written alleged grievance.
3. Step 3 - If the employee concerned is not satisfied with the written answer provided for in Step 2, such employee, within five (5) working days following receipt of such written answer, may file a written appeal with the Superintendent of Schools. Within ten (10) working days after receipt of the written appeal, the Superintendent or his/her duly authorized representative shall hold a fact finding hearing with all parties of interest and findings of fact shall be submitted to the Superintendent or made by the Superintendent within (10) working days after the receipt of the finding of fact.

4. Step 4 - If the grievant is still not satisfied, the employee may request within five (5) working days following receipt of such written answer the matter be presented to the Board of Education at their regularly scheduled meeting.
5. Step 5 - If the grievance is still not resolved, the employee may request arbitration with the approval of the Association. Such request must be submitted within ten (10) calendar days after receipt of the Board's decision at Step 4 above. The Association shall simultaneously request a list of seven (7) labor arbitrators from the Public Employment Relations Board from which the District and Association shall then select the arbitrator by each alternatively removing one name from the list until but one name remains. The first strike shall be determined by a flip of the coin. The decision of the arbitrator shall be final and binding, but the arbitrator shall have no authority to modify any terms of this Agreement. The District and the Association shall share the fees and expenses of the arbitrator, however, if the arbitrator deems the grievance to be frivolous, the arbitrator can split the fee as 80% for the Association and 20% for the District. All other expenses shall be borne by the party incurring them.

ARTICLE XVII - WORK WEEK AND REGULATIONS

- A. The regular work schedule (hours of work and days of the week) shall be posted for all employees at the beginning of the school year. Employees shall receive time and one-half for all work in excess of 40 hours in a workweek and time and one-half for building checks. All work and Building Checks that occur on the legal paid Holidays granted in the contract, will be paid at a rate of two (2) times the employees regular hourly rate.
- B. Overtime opportunities will be offered on a rotating basis. The rotation list will be alphabetical by name for each building. Once that list has been exhausted in the building, the overtime opportunity will be offered to unit members alphabetical by name in the other building. The District will make the assignment should all of those unit members refuse the overtime opportunity. The District will make the assignment deviating from the list where in its discretion, the overtime opportunity requires a particular knowledge or skill. If a unit member is on vacation, personal, bereavement or any other leave, the overtime opportunity will be offered to the next person on the list. The overtime opportunity will not be offered to another unit member where a unit member is completing an activity.
- C. For the purpose of computing overtime pursuant to paragraph 1 as contained herein, all time worked on a holiday as defined herein, vacation days taken, or days on which school was closed due to inclement weather and other emergency school closings shall be considered time worked.
- D. School Closings: If school is closed for any reason during the work day or before the work day starts, the Superintendent of Schools shall make a determination as to whether or not custodial employees shall report for work and at which time they shall report. All custodial staff will receive their normal wages in any event.

- E. **Building Check:** Building checks should be voluntary, but can be assigned on a rotational basis, if there are no volunteers. The Superintendent of Buildings and Grounds may use his/her discretion to determine which unit members are eligible for building check. The amount of time spent in said building checks and the time when such checks shall take place are the sole prerogatives of the District. Such times shall be announced and posted by the District and shall be subject to change only under unusual circumstances or times of special need. The District may also employ someone outside of the custodial unit to provide building check services.
- F. Anyone called back to work by the Superintendent of Building and Grounds for an emergency outside of their regular work schedule, shall be compensated for a minimum of four hours.

ARTICLE XVIII - SENIORITY

- A. In the event there are any vacancies, such jobs shall be posted on a bulletin board accessible to all employees for a period of ten (10) consecutive working days. The job shall be awarded to the senior employee in the bargaining unit who bids for such job, providing he/she is qualified and capable of performing it. The determination of the qualifications or capability of an employee shall rest solely with the employer.
- B. Upon being assigned to a job pursuant to this paragraph, the employee awarded such job shall be subject to up to a six (6) month probationary period after assuming said job in order to prove his/her ability to satisfactorily perform the functions, duties and responsibilities of the job. Any employee who fails to qualify within the prescribed probationary period shall be permitted to return to his/her former job without loss of seniority.
- C. Seniority is based on length of continuous service the employee has with the employer and in the job classification of which he/she works.
- D. In all cases of layoffs, job classification seniority shall govern with due consideration for ability to perform the particular job. When the employer re-hires any employee in any job classification, employees on layoff from said job classification shall be re-hired in reverse order in which they were laid off.
- E. The District agrees to supply to the Union, upon request, a list containing the names and addresses of all employees covered by this Agreement with their length of service with the employer, and in the job classification in which they are employed.

Seniority shall be broken for any of the following reasons:

1. An employee quits or resigns.
2. An employee is discharged for cause.
3. An employee is laid off.
4. An employee is on an unpaid leave of absence, or paid workers compensation, or disability leave of absence.

- F. In the event it is necessary to involuntarily transfer an employee to a different job classification on a temporary basis for a period longer than two (2) weeks, the employee so assigned shall be paid the higher rate of pay of the two job titles. However, the lowest rate of pay of the two titles will be paid during vacation, sick, personal, holiday and bereavement days.
- G. All new employees shall be considered as probationary for a period of 26 weeks from the beginning of their employment. During this time, they will not be entitled to seniority, but will be held bound by all of the other provisions of this Agreement. A new employee may be summarily dismissed within said 26-week period from the date of employment at the sole discretion of the employer. If such employee is retained beyond the 26-week probationary period from the beginning of this employment, he shall immediately thereafter be classified as an experienced employee and his/her seniority shall commence as of the date of his/her original unbroken employment period.

ARTICLE XIX-WAGES

SALARIES FOR CUSTODIAL STAFF

NAME	2004-05 - 3.5%	2005-06 - 3.5%	2006-07 - 3.5%	2007-08-3.5%
Daniels, Valerie	16,640	17,222	17,825	18,449
Ettinger, Harry	16,640	17,222	17,825	18,449
Fisher, Robert	35,662	36,910	38,202	39,539
Ford, Cystal	27,140	28,090	29,073	30,090
Kingdollar, Ann	18,223	18,861	19,521	20,204
Limbeck, Barbara	17,150	17,750	18,372	19,015
Miller, Kim	26,222	27,139	28,089	29,072
Moyer, Darius	31,763	32,875	34,025	35,216
Moyer, Elizabeth	16,640	17,222	17,825	18,449
Passarell, Cathy	30,090	31,143	32,233	33,361
Passarell, Scott	31,763	32,875	34,025	35,216
Penna, Don	30,026	31,077	32,165	33,291
Toal, Tom	19,223	19,896	20,592	21,313

New hires will receive a starting salary of \$8.00.

- A. A unit member moving from cleaner to custodian will receive a one time payment of \$1,000 added to his/her base salary. A unit member moving to head custodian will receive a one-time payment of \$2,000 added to his/her base salary.
- B. Custodian and grounds staff will not move to the next salary schedule step until they have served twelve (12) consecutive months of time in the District. If the service falls in such a manner as to cross fiscal years, salary monies shall be prorated upon appropriate salary levels. Custodial and grounds staff appointed to a higher job classification by the Board of Education will be placed on the appropriate wage schedule so that they will receive a rate of compensation equal to or greater than their previous rate.
- C. Longevity Pay
Upon completion of ten years of service, each custodial employee shall receive an additional payment of \$250.00 per year. That amount shall rise to \$500.00 after 15 years of service and \$850.00 after 20 years of service. When an employee reaches a given number of years of service during a school year, longevity payments shall be prorated for that year. The employee has the option of taking this payment in one (1) lump sum.

ARTICLE XX - DISCIPLINE AND DISCHARGE

- A. The discipline and discharge of all employees hired before December 1, 1999, covered under this Agreement, shall be subject to, and all employees shall be entitled to, the procedures contained in Civil Service Law, Section 75.
- B. It is hereby understood and agreed that the employer shall have the right to discipline or discharge an employee, hired before December 1, 1999, for just cause, including but not limited to:
 - 1. Dishonesty
 - 2. Intoxication
 - 3. Theft
 - 4. Insubordination
 - 5. Drugs, but not prescribed medication
 - 6. Violation of reasonable personnel rules
 - 7. Fails to come to work for two (2) workdays without notice or reason.

Sections A and B do not apply to employees hired on or after December 1, 1999.

- C. Every employee shall be entitled to an annual review of his/her permanent record. Copies of all complaints, notices and reports or other pertinent information filed by an employee's supervisor or any other Holley Central School District Officer or Department Head which relates to the employee and may be made the basis for disciplinary action up to and including discharge shall be made available to the employee and the Union at the time such charges are made.

ARTICLE XXI - SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement is found contrary to law or rules and regulations of the Commissioner of Education, then such provision or application shall be deemed invalid and stricken from the contract and/or remedied as prescribed by law or appropriate rule or regulation. All other provisions or applications shall continue for the duration of the contract.


ARTICLE XXII - CHANGES AND DURATION

- A. The provisions of this Agreement shall be effective on and after July 1, 2004, and shall remain in full force and effect until June 30, 2008.
- B. This Agreement shall constitute the full and complete commitment between the parties, and no verbal statement or other agreement, except an amendment in writing annexed hereto, shall supersede the provisions herein.

ARTICLE XXIII- MISCELLANEOUS

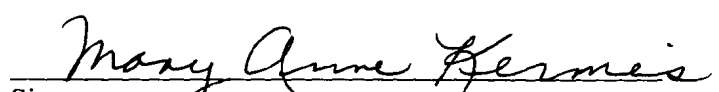
- A. All employees covered by this Agreement shall receive a copy of the Agreement.
- B. There shall be at least one meeting each year with the Superintendent of Buildings and Grounds, Board of Education committee members, Association representatives, and the Superintendent for the purpose of discussing items of mutual concern.
- C. Upon mutual consent of the District and the Association, a labor-management committee shall be established to meet periodically and discuss items of mutual concern. It shall be made up of equal numbers of members of the Association and District representatives unless this provision shall be waived by mutual consent. The purpose of this committee shall be to provide cooperation in the administration of district custodial services and to lessen opportunities for conflict between labor and management. Procedures for meetings of the labor-management committee shall be agreed to at the first meeting of the committee.
- D. The District and Association agree to form a joint committee to study the possibility of providing inservice credits to be paid in addition to salary.

FOR THE CUSTODIAL STAFF


Signature

1/5/05
Date

FOR THE HOLLEY CENTRAL SCHOOL DISTRICT


Signature

1/5/05
Date

