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Union: **Custodian Association of Elmont**

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BC / 4990

BOARD OF EDUCATION
ELMONT UNION FREE SCHOOL DISTRICT

AND

CUSTODIAN ASSOCIATION OF ELMONT

CONTRACT

JULY 1, 2004 - JUNE 30, 2008

RECEIVED

JAN 21 2009

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

57

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AGREEMENT between the Board of Education of Elmont Union Free School District (hereinafter called the "Board") and the Elmont Union Free School District Custodial Association of Elmont (hereinafter called the "Association"), commencing July 1, 2004 and ending June 30, 2008.

W H E R E I N :

It is mutually agreed as follows:

ARTICLE I RECOGNITION AND NO STRIKE PLEDGE

A. **Recognition:** The Association, having submitted satisfactory evidence it represents a majority of the custodial staff, is hereby recognized as the exclusive bargaining agent for the custodial staff for such period as is permissible by law.

B. **Custodial Staff:** The Custodial Staff shall consist of: Head Custodian, Maintenance Helpers, Maintainer, Custodians, Cleaners, Maintenance Supervisor, and Groundskeepers.

C. **No Strike Pledge:** So long as the Association is the exclusive bargaining agent as aforesaid, the Association agrees to comply with the provisions of the Taylor Law prohibiting strikes as said law is now in effect or may be hereafter amended.

ARTICLE II ASSOCIATION MEETINGS WITH ADMINISTRATION AND BOARD

A. Association representatives may meet with the Superintendent of Schools or any other member of the Administration designated by him/her at least twice a year.

B. Association representatives may meet with the Board in the months of July, January and April.

ARTICLE III WAGES AND OTHER FINANCIAL BENEFITS AND DUES CHECK-OFF

A. **Wages**

1. The salary schedule for twelve (12) month employees shall be increased in each year of the contract as follows:

- Year 1----- 3.0%
- Year 2----- 3.25%
- Year 3----- 3.5%
- Year 4----- 3.5%

2. The District shall hire new employees on an hourly basis for the first forty (40) days of employment. Thereafter, should said employee prove satisfactory he or she shall be

hired and placed on the appropriate step on the salary schedule as deemed by the Director of Facilities with applicable benefits from the forty-first (41st) day of employment. Said employee shall then serve a probationary period of twenty-six (26) weeks.

Notwithstanding the above, the Superintendent may immediately place newly hired employees on the appropriate step of the salary schedule based upon an evaluation of the employee's training and experience.

3. For ten (10) month employees; salaries will be 10/12 prorated based upon their entry step on the salary schedule.

4. Employees who receive a rating of unsatisfactory (29 or below) will remain at the same salary for the ensuing school year and shall proceed on the salary schedule from that point in subsequent years.

5. The Director of Facilities shall appoint an Acting Head Custodian at a building where the Head Custodian has been absent for one (1) week or more. The appointee must be qualified (custodian or maintainer). The appointment shall be made by the end of the second week. The appointee shall receive one hundred fifty (\$150) dollars additional pay per week or prorated from date of appointment. No appointment will be made for a Head Custodian's vacation. If there is no qualified person within the building, the Director of Facilities shall not be obliged to make this appointment.

Where the District has prior knowledge a Head Custodian will be absent for an extended period of time the Director of Facilities will appoint a Head Custodian within 1st week.

6. **Night Foreman:** Where more than one unit member is assigned to the evening shift in a building the Superintendent or his designee shall appoint one employee to act as night foreman. The night foreman shall function in accordance with the District's job description established for the position and he/she shall receive a stipend of two thousand (\$2,000.00) dollars per year in compensation therefor.

7.. The Maintenance Supervisor shall receive a stipend of \$ 7,500 per year.

B. Part-time Employees

1. Part-time employees shall receive:

- One (1) sick day for every 160 hours worked in a year, to a maximum of five (5) days.
- One (1) vacation day for every 160 hours worked per year, to a maximum of five (5) days.

2. Employees with 1 to 4 years service to the district shall receive:

- \$ 9.50 per hour.

3. Employees with five (5) or more years service to the district shall receive:

- Wages

- Year 1 of this contract - \$ 11.00 per hour
- Year 2 of this contract - \$ 14.00 per hour
- Year 3 of this contract - \$ 17.00 per hour

C. Health Insurance:

1. For full-time employees and for part-time employees hired prior to July 1, 1983, the Board agrees to pay ninety (90%) percent of the cost of coverage for the individual and ninety (90%) percent of the cost of coverage for families based on the Empire Plan for health insurance for the members of this unit provided they meet basic eligibility standards.

2. Effective July 1, 2005, the Board will pay for each twelve (12) month unit member and for each ten (10) month unit member 89% of the cost for individual coverage, and 89% of the cost for family coverage under the comprehensive statewide health insurance plan (the "Statewide Plan" or the "Empire Plan" and/or its successor) and will pay the same amount toward the cost of any other plan available to and chosen by a unit member.

3. Effective July 1, 2006, the Board will pay any for each twelve (12) month unit member and for each ten (10) month unit member 87% of the cost for individual coverage, and 87% of the cost for family coverage under the comprehensive statewide health insurance plan (the "Statewide Plan" or the "Empire Plan" and/or its successor) and will pay the same amount toward the cost of any other plan available to and chosen by a unit member.

4. Effective July 1, 2007, the Board will pay for each twelve (12) month unit member and for each ten (10) month unit member 85% of the cost for individual coverage, and 85% of the cost for family coverage under the comprehensive statewide health insurance plan (the "Statewide Plan" or the "Empire Plan" and/or its successor) and will pay the same amount toward the cost of any other plan available to and chosen by a unit member.

5. Deductions for the payment of the employee's portion of the health insurance premium paid as provided for herein, shall be made in accordance with the provisions of Internal Revenue Service Code Section 125 (the sum deducted shall not be included in the employee's taxable income).

6. An employee enrolled in the health insurance plan currently and during the last year of the expiring contract, may withdraw from the plan and receive fifty (50%) percent of the District's cost for that employee's coverage. Payment shall be made at the end of the school year.

7. Custodial staff members will pay the percentage of the cost of the Empire Plan, set forth above. The District may, at its discretion, implement a new health plan for members of this unit and retirees provided that the benefits of this new plan are equal to the benefits of the Empire Plan as of December of the year in which the change is made. The Board agrees to pay

the first fifteen (15%) percent of any increase for any plan at the proportion then in effect. The parties agree to share equally the cost of any increases in excess of fifteen (15%) percent in any given year. However, in no event shall the employee cost exceed twenty (20%) percent for the individual or family plans. Except that the Board is not bound by any rate of contribution for retirees and provided that the rate of contribution for retirees shall not fall below fifty (50%) percent of the cost of coverage for the individual and thirty-five (35%) percent of the cost of coverage for a family.

Association representatives shall be consulted in a timely manner if the District is considering a new health care plan.

In the event of a dispute between the parties, during said consultation, concerning the benefits of a new health insurance plan, an independent medical consultant, with no affiliation to either party, mutually agreed upon, shall be hired prior to the implementation of said plan to review and compare the equality of benefits of the new health care plan with the benefits of the Empire Plan. The cost for the services of this independent medical consultant shall be borne equally by the parties.

The decision of the consultant after a review of the benefits of the Empire Plan and the new plan, shall be binding upon both parties.

8. For part-time employees hired after July 1, 1983 who are eligible for health insurance, the District will pay fifty (50%) percent of the cost and the employees will pay fifty (50%) percent during 1996-2001 subject to conditions set forth above for full-time employees.

Health care shall terminate on the last day of the month in which the employee ceases work with the District.

9. **Dental Insurance:** For the duration of this contract the Board will pay \$300 per employee per year toward a group dental insurance plan covering the 10 month and 12 month participating member of the unit. The Dental Plan will be administered by the district.

10. **Optical Insurance:** For the duration of this contract the board will pay \$150 per employee per year toward a group optical insurance plan covering the 10 month and 12 month participating members of the unit. Designation of the insurance carrier will require the approval of the Association and the Board. The Optical Plan will be administered by the district.

D. **Overtime:** Overtime shall be paid for as required by law. Time and one-half payment shall be made for assignments on weekdays from 11:00 P.M. to 6:00 A.M. Double time payment shall be made for assignments on Sunday and/or legal holidays, so designated in Article IV C 1. The minimum assignment shall be two (2) hours, however, if the employee is in the building at the time the overtime commences, there shall be no minimum.

E. Unit members who work on a day when school is closed due to inclement weather or emergency, shall receive twenty-five percent (25%) additional pay for the days work.

F. **Retirement:** The Board agrees to continue the 75G plan under the New York

State Employees Retirement System (1/50 non-contributory "25 Year Career" Retirement Plan).

G. Life Insurance: The Board agrees to continue for the school years 2001-2004 a twenty thousand (\$20,000) dollar life insurance policy for each full-time and permanent part-time member of the regular custodial staff.

H. Uniforms and work shoes must be worn by all unit members during working hours.

The District will provide newly hired employees with three (3) sets of uniforms and one (1) pair of work shoes. Thereafter, the District will provide all employees an annual allowance for one (1) pair work shoes, and three sets of uniforms. A uniform shall consist of two (2) shirts and two (2) pairs of trousers. Maintainers shall receive two (2) pairs of work boots annually in lieu of one (1) pair of work shoes. Each unit member shall receive a winter coat every three (3) years. The allowance for one pair of work shoes shall be \$100.

The allowance is to be in the form of a credit to be applied to the purchase of uniforms from a supplier designated by the Board. Said credit to be paid by the District directly to the supplier so designated by the Board.

I. Salary Differential

1.. Members of the custodial staff who meet the criteria established herein shall receive a salary differential of two (2%) percent of the employee's base annual salary on or about June 30th of each year. The criteria are:

(a). Absence of six (6) days or less during the year for full-time employees, and three (3) days or less for permanent part-time employees (except if such absence is caused by death in the immediate family as defined Article VI C, and the District by its Superintendent or his designee may waive the attendance requirement for cause, such as catastrophic illness, and

(b). A rating of outstanding on the employee's annual evaluation prepared by the Director of Facilities. The Transportation Manager will rate the employees in the Transportation Department.

J. Dues Check-Off:

So long as the Association is the exclusive bargaining agent as aforesaid, and so long as the same is permissible by law, the Board shall deduct from the salary of members of the Association who submit dues check-off authorizations in writing to the Board, dues for the Association in an amount to be determined by the Association in accordance with written memorandum thereof to be filed by the Association with the Board. The Association shall be permitted to make dues check-off cards available through the schools. Any member may rescind such authorization by written notice to the Association and to the Superintendent of Schools. The Association waives all rights and claims against the Board for the monies so deducted and transmitted to the Association in accordance with their authorization and relieve the Board, its officers, agents and representatives from any liability therefor.

**ARTICLE IV HOURS AND OTHER TERMS AND CONDITIONS OF
EMPLOYMENT FOR THE SCHOOL YEARS 2004-2008**

A. **Hours:** The working day shall be eight (8) hours with one (1) hour mealtime between 7 a.m. and 11 p.m. as determined by the District. The District may, in its discretion, assign a work week of Tuesday through Saturday. The working day in July, August, Winter Holiday, Winter Recess and Spring Recess shall not be in excess of seven and one-half (7 1/2) hours exclusive of meal period of one-half (1/2) hour, with approval the Superintendent or the Superintendent's designee.

B. **Calendar and Holidays:** The custodial staff shall be entitled to the following holidays and shall be compensated, therefore, at a regular rate of pay.

1. **Legal Holidays:** Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas, New Year's Day, Washington's Birthday, Memorial Day, Martin Luther King's Birthday.

2. **The Jewish High Holy Days:** Rosh Hashanah and Yom Kippur as recognized on the 1996-2001 school calendars.

3. Holy Thursday, Good Friday, Easter Monday, the day following Thanksgiving Day, the day before Christmas, and the day before New Year's Day.

In the event any such holidays shall fall on a day when school is in session or shall fall on a day which is also an employee's vacation day, compensatory time shall be allowed in lieu thereof upon another day not later than sixty (60) days subsequent to such holiday upon approval of the Superintendent of Schools.

C. **Time of Pay:** The Custodial staff shall be paid every other Friday.

D. **Examination of Personnel File:** Upon request by a member of the custodial staff, he/she shall have the right to examine in the Personnel Office at reasonable intervals, in the presence of the District Personnel Clerk, his/her file compiled during his/her employment in Elmont Union Free School District.

No material concerning an employee's conduct, service, health, character or personality shall be placed in the file unless the employee shall acknowledge that the employee has read such material by affixing a signature on the copy to be filed with the understanding that such signature merely signifies that the employee has read the material to be filed and does not necessarily indicate agreement with its contents. If the employee refuses to so affix a signature, a notation shall be made on the file that the employee has been given the opportunity to read the material and has refused to affix a signature thereto.

The employee shall have the right to answer any material filed and an answer shall be attached to the filed copy. It shall remain there as long as the original derogatory statement is part of the record.

The employee shall have the right to reproduce any material in his/her file. The Superintendent of Schools shall remove material from the files when an employee's claim that it is inaccurate or unfair is sustained by an arbitrator, the Board, the Department of Education and/or court of law.

E. **Substitutes:** Coverage shall be provided when a member of the custodial staff is absent for illness or is removed from the building by Administration for a period of one week or more. If available and feasible, a substitute shall be provided after an absence of three days for illness. Substitutes shall work the equivalent hours and perform the duties of the absent member of the custodial staff.

ARTICLE V POLICY

A. **Board Prerogative:** The establishment of policy is the prerogative of the Board. However, in any case where policy is a conflict with the express terms of this agreement, the express terms of this agreement shall prevail.

ARTICLE VI LEAVES

A. **Personal Leave:** Three (3) days leave per year for personal business at full pay are available for all full-time classified custodial staff members. These unused personal days may be added to the annual accumulated sick leave for custodial staff. The combined maximum annual accumable total shall be fifteen (15) days. Those full-time classified staff members employed fewer than twelve (12) months in the school year and/or on an hourly basis shall be given a proportionate allowance. Permanent part-time employees shall be allowed to accumulate unused personal and sick leave to a maximum of one hundred (100) days.

For first year employees whether full-time or part-time, sick leave and personal leave shall accrue as earned at one day per month for full-time employees and at 0.6 days per month for permanent part-time employees.

B. **Sick Leave:** Twelve (12) days of sick leave with full pay are available to full-time classified custodial staff members for personal illness or illness in the immediate family. Those full-time classified staff members employed fewer than twelve (12) months in the school year and/or on an hourly basis shall be given a proportionate allowance. Sick leave is not credited to those while on a leave of absence.

For this purpose immediate family shall mean the employee, spouse and children, and a family member who resides permanently with employee.

C. **Bereavement Leave:** There will be allowed a maximum of three (3) days bereavement leave for death in the immediate family.

For this purpose immediate family shall mean spouse and children, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law.

The unused sick leave in any one (1) year shall be cumulative and available for future use as sick leave and/or as provided in Article IX as the basis for payment of unused sick leave upon retirement to a maximum of two hundred fifty (250) days.

Except that employees who have accumulated a number of sick days greater than two hundred fifty (250) by June 30, 1987 shall retain said accumulated days and shall continue to accumulate days for future use as sick leave.

The total basis for payment for unused sick leave upon retirement (Article XI) shall not exceed two hundred (250) days.

D. Extended Sick Leave: A pool of twenty-five (25) days per school year (non-cumulative) is hereby established as extended sick leave, without salary deduction, for members of the custodial staff. Any member of the custodial staff, who has expended his/her accumulated sick leave, shall be entitled to and receive extended sick leave, without salary deduction not exceeding fifteen (15) days per school year from such pool upon meeting the following conditions:

1. The member of the custodial staff has been employed full-time in the District for at least seven (7) years.

2. There is presented to the Board, a certificate from a physician chosen by the District Medical Advisor, stating that the member of the custodial staff, as a result of serious illness or disability, is unable to perform his/her normal duties for at least thirty (30) calendar days, all or part of which runs beyond the last day of his/her accumulated sick leave, the days beyond the expended accumulated sick leave being deemed the extended sick leave.

3. Any time borrowed hereunder shall be paid back to the District at the rate of three (3) days per year from thereafter accumulated sick leave.

E. Vacation: A newly hired employee from date hired until June 30 having more than six (6) months but less than one (1) year of employment will receive one (1) week plus one (1) day of each two (2) months employed to a maximum of seven (7) days vacation.

A newly hired employee from date hired until June 30th having less than six (6) months will receive one (1) day vacation for each two (2) months employed.

A newly hired employee from date hired until June 30th having completed six (6) months of employment will receive one (1) week vacation, except that an employee who resigns or who is terminated within six (6) months of employment shall forfeit any such accumulation of vacation time.

Employees shall receive two (2) weeks after one (1) year, three (3) weeks after seven (7) years and four (4) weeks after ten (10) years.

Employees shall take vacations in accordance with a schedule established with the prior approval of the Superintendent of Schools or the Superintendent's designee, no vacation shall exceed two weeks at one time. All summer vacations must terminate one (1) week prior to Labor Day and the balance of accrued vacation must terminate by June 30th. Requests for vacations must be submitted by January 15th. Any deviation from the above must be submitted and approved by the Superintendent of Schools by March 1st, and final notification of approved or rejected vacation requests will be made by March 15th.

ARTICLE VII GRIEVANCE PROCEDURE

Definitions:

1. **Employee** shall mean any custodial employee whose position requires the performance of custodial, bus driver and/or maintenance duties.

2. **Administrator** shall mean any individual responsible for or exercising any degree of supervision or authority over a custodial worker.

a. **Chief Administrator** shall mean the Superintendent of Schools of the District.

b. **Immediate Supervisor** shall mean the administrator to whom the employee is directly responsible.

3. **Representative** shall mean the person designated by the aggrieved employee as his/her counsel or to act in his/her behalf without cost to the District.

4. **Grievance** shall mean any claimed violation of the terms of this agreement provided, however, that such term shall not include any matter which, by law, is prohibited from being administered under this article.

Basic Principles:

1. It is the intent of these procedures to provide for the orderly settlement of differences in fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

3. An employee shall have the right to be represented at any stage of the procedures by a person of his/her own choice without cost to the District.

4. The complainant shall have access to all written statements and records pertaining to such case.

5. All hearings shall be confidential.

6. It shall be the responsibility of the chief administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and to make a determination within the authority delegated to him/her within the time specified in these procedures.

7. The Association shall have the right to be present at all steps of the grievance procedures which involve the interpretation and application of the agreement. The Association shall not have this right with respect to grievances asserted by the employee to be personal.

Procedures:

Step 1. The individual who feel he/she has a grievance will discuss said grievance with the Building Principal, Head Custodian or Administrative Aide within thirty (30) school days of the time the condition complained of became known or should have become known to the grievant. The grievance will be informally discussed, and, if possible, a solution should follow.

Step 2. If the grievance is not satisfactorily resolved at Step 1, a statement by the aggrieved will be forwarded to the Building Principal and Administrative Assistant. This shall be in writing, shall be known as the "Grievance Statement" and shall contain (1) a clear and concise recital of the grievance; and (2) the relief requested. Within five (5) school days the Administrative Assistant, and the Building Principal shall jointly notify the grievant or his/her representative, if any, in writing, of the decision and the reasons therefor. A copy shall also be sent to the Superintendent of Schools.

Step 3. If the grievance is not satisfactorily resolved at Step 2, a written statement by the aggrieved will be forwarded to the Administrative Assistant. The Administrative Assistant shall render his/her decision in writing to the aggrieved not later than ten (10) school days after the receipt of the grievance by the Administrative Assistant.

Step 4. If the grievance is not satisfactorily resolved at Step 3, the aggrieved shall submit his/her grievance in writing to the Superintendent of Schools. The Superintendent of Schools shall render his/her decision in writing to the aggrieved not later than ten (10) school days after receipt of the grievance by the Superintendent of Schools.

Board of Education:

Step 5. After receipt of the written decision rendered by the Superintendent of Schools, the aggrieved may submit his/her grievance in writing to the Board of Education, together with records of all previous steps and written notice of such submission shall be given to the Superintendent of Schools by the aggrieved.

The Board of Education, upon receipt of such written request from the employee, shall hold a hearing within thirty (30) days at which time oral and written testimony or arguments may be presented.

Within ten (10) school days after the close of the hearing, the Board of Education shall, in writing, render its decision, a copy of which shall be sent to the employee presenting the grievance, or, where the employee has designated a representative, to said representative.

Step 6. Advisory Arbitration

1. When a grievance is limited to interpretation, application or alleged violation of this Agreement, and the grievant is not satisfied with the decision of the Board, Custodial Association, as his/her representative, shall within ten (10) school days, so notify the Board in writing, stating all grounds upon which his/her dissatisfaction is based. Within thirty (30) school days after receipt of written notice as aforesaid, the dispute shall be submitted to advisory arbitration before an arbitrator who shall be selected by the Board and the Custodial Association under the Labor Arbitration Rules of the American Arbitration Rules of the American Arbitration Association.

2. No grievance on behalf of an employee as to interpretation, application, or alleged violation of this agreement, may be brought to arbitration without the approval of the Custodial Association, and in arbitration, the Custodial Association shall be the sole and exclusive representative of the grievant.

3. The arbitrator shall not add to, delete from, modify or amend any of the provisions of this Agreement and shall limit his/her opinion to the interpretation and application of this contract. Further, the arbitrator has no jurisdiction to determine a dispute over the discharge of employees, nor may he/she issue a decision having the effect of granting tenure. It is clearly understood and agreed that the exercise of any power or duty delegated to or imposed by law upon the Superintendent of Schools, Principal, and/or the Board of Education shall not be subject to grievance procedure set forth in this article.

4. The cost of arbitration (excluding attorneys fees) shall be shared equally by the Board and the Custodial Association.

ARTICLE VIII INJURY ON THE JOB

A. On the job injuries must be reported in accordance with the regulations of the Board of Education, the insurance company and the compensation board. Employees eligible to receive workers compensation payments as certified by the Workers' Compensation Board, will be compensated for days absent because of injuries incurred, (and properly reported) on the job as follows:

1. By the Board of Education at his/her regular and current salary for a period of time equal to the number of sick days accumulated by the employee at the time of the injury; however,

2. the first seven (7) days of accumulated sick days that are used (or any number less than seven (7) that may have been used) will not be replaced, except that the Superintendent or his designee may replace for cause;

3. the sick leave credits once used in #2 above may not again be used for future absences attributable to the same injury; and

4. the employee will return to the Board of Education, any check received from the insurance company in compensation for the same number of days for which he/she had already been compensated under #1 above; and

5. the employee will retain compensation received from the insurance carrier for days absent (as a result of on the job injury) in excess of those for which the Board has compensated him/her as in #1 above; and

6. the employee shall retain any award granted by the insurance carrier and/or the compensation board in excess of #5 above; and

7. the Board reserves the right to have the individual examined by its own medical inspector;

8. employees injured on the job who have filed for Worker's Compensation and who have completed five (5) years of service or more in the District may borrow up to ten (10) days from the extended sick leave pool provided that they have exhausted their sick leave accumulation. Such employees shall repay the borrowed days at the rate of three (3) days per year at the beginning of the school year. The right to borrow days in this way may be exercised only once by any employee during his service in the District.

ARTICLE IX UNUSED SICK LEAVE

The Board agrees to pay members of the custodial staff upon receiving approved retirement, their unused sick leave on the basis of forty (40%) percent of sick leave unused, prorated and based upon the annual salary of said member prevailing during the last year of actual service but in no case shall the total basis be more than two hundred fifty (250) days.

ARTICLE X MISCELLANEOUS PROVISIONS

A. **Mail Boxes:** Mail boxes shall be available to the Association without censorship. Copies of boxed materials shall be sent to the Superintendent of Schools at the time of boxing.

B. **Bulletin Board Space:** Space on one bulletin board shall be reserved in the Main Office of each building for use by the Association for the purpose of posting informational material for the staff. The size and location of the space is to be determined in consultation with the Building Principal.

C. **Distribution of Contract:** The Board agrees to reproduce sufficient copies of the final consummated agreement to be distributed to all members of the staff.

D. The parties agree to promote a jointly developed and approved safety and health program with a view toward improving attendance.

E. **Legal Counsel:** The Board shall provide legal counsel to the members as required by law.

F. **Conflict with Statutes and Law:** In the event any provision hereof is in conflict with law, or any statute now or hereafter in effect, the law or statute shall prevail but the balance of the contract shall remain in full force and effect.

G. **SECTION 204-a OF THE TAYLOR LAW:** PURSUANT TO SAID SECTION, 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.

H. Each employee shall be required to attend a number of after school conferences, as determined by the Superintendent of Schools the topics of which shall be asbestos and an employee's right to know. Should the conference extend beyond the employee's normal work day, the employees shall be paid at their regular hourly rate for the additional time spent at the conference.

I. The parties agree that either party may, during the life of the contract, and upon twenty (20) days written notice to the other party, commence negotiations concerning the terms and conditions of employment and of the contract except that salary shall not be the subject of any such discussions of negotiations.

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

BOARD OF EDUCATION
ELMONT UNION FREE SCHOOL DISTRICT

By 

CUSTODIAL ASSOCIATION
ELMONT UNION FREE SCHOOL DISTRICT

By 

Dated:

