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Title: **Croton-Harmon School District and Croton-Harmon School District Custodial Unit 9159, CSEA, Local 1000 AFSCME, AFL-CIO, Westchester County Local 860 (2005) (MOA)**

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Union: **Croton-Harmon School District Custodial Unit 9159, CSEA, AFSCME, AFL-CIO**

Local: **Westchester County Local 860**

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AGREEMENT

by and between the

**CROTON-HARMON
SCHOOL DISTRICT**

and

**CSEA Local 1000 AFSCME,
AFL-CIO**

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Croton-Harmon SD Custodial Unit #9159
Westchester County Local 860

July 1, 2005 - June 30, 2010

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase harmonious working relationships between the Croton-Harmon Board of Education (hereinafter referred to as the "Board") and its custodial staff members represented by the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County, & Municipal Employees, AFL-CIO, for the Croton-Harmon School District Custodial Unit, Westchester County Local 860 (hereinafter referred to as the "Association"), and to enable the custodial personnel to participate in and contribute to the development of policies for the school district, this agreement between the Board and the Association has been mutually drawn up and agreed upon.

RECOGNITION OF NEGOTIATING UNIT

The Board of Education of the Croton-Harmon Schools, hereby recognizes the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County & Municipal Employees, AFL-CIO, Westchester County Local 860, as the exclusive negotiating agent for the custodial staff members of the district. Such recognition shall extend for maximum period permissible by law. The Board agrees not to negotiate with any custodial organization other than the aforementioned Association for the duration of this agreement. The District recognizing the enactment of Chapter 606, of the Laws of 1992, understands it is required to collect agency shop fees from non-union members. Should the law be rescinded or changed, the existing contractual language will be in force (see notice from CSEA dated 8-17-92).

NEGOTIATION PROCEDURES

- A. The Board and Association shall enter into good faith negotiations at a time convenient to both parties. However, such negotiations should begin by January 31. An extension of this date can be effectuated only upon the agreement of both parties.
- B. Negotiations shall be conducted by a team not to exceed five members of the Board and a team not to exceed five members for the Association. During negotiations the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. Each party shall, within reason, make available records, data and information in its possession which may be pertinent to a topic under negotiation.
- C. Negotiated agreements shall be reduced to writing, but shall not become binding until signed by authorized representatives of both the Association and the Board.
- D. An impasse in negotiations shall occur if the parties concur that they are at an impasse. If the impasse persists, either party may request the appropriate Public Employment Relations Board to assist the parties to reach an agreement. Such mediation and fact-finding shall be governed by the provisions of Section 209 of the Civil Service Law. The conclusions and recommendations of the appropriate Public Employment Relations Board shall be advisory only, and shall not be binding on either the Association or the Board.
- E. Negotiation meetings between the two parties shall normally be held sometime after the end of the normal school day. If a negotiation meeting involving the two parties should need to be held during a part of the normal school day, Association members directly engaged in negotiations shall be released from their normal duties, without loss of pay, not earlier than fifteen minutes prior to the beginning of the meeting.

ARTICLE 1

MANAGEMENT RIGHTS CLAUSE

1.1 The Association recognizes that the Board has the responsibility and authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the terms of this agreement.

ARTICLE 2

ORGANIZATION OF THE CUSTODIAL STAFF

2.1 The job classifications for present custodial staff employees shall be those listed below or as previously reported to the State Civil Service Commission:

1. Head Custodian
2. Head Mechanic/Bus Driver
3. Bus Mechanic
4. Carpenter, General Mechanic
5. Night Custodian-Bus Driver
6. Night Custodian
7. Custodian-Bus Driver
8. Custodian
9. Groundsperson
10. Maintenance Laborer

2.2 The staff and line relationships among custodial staff members and administrative staff members shall be provided in the District's Chart of Organization. The Administration of the custodial staff shall be the basic responsibility of the Superintendent of Buildings and Grounds working in close cooperation with the administrative staff. The building administrator is directly responsible for all employees in each building although the administration of the

custodial staff shall be the basic responsibility of the Superintendent of Buildings and Grounds. Transportation is the responsibility of the Director of Transportation, both working in close cooperation with the administrative staff.

2.3 Maintenance of Membership clause: The district agrees that all persons who are, or become members within 30 days following the signing of the agreement, shall either maintain their membership in the Association or have an amount equal to the Association dues deducted from their regular paychecks as per the procedure established for members of the Association, for the duration of this contract. The Association shall certify to the district the names of employees for whom such payroll deductions shall be made as per current procedures for membership deductions.

2.4 Dues Deduction. The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York on a payroll period basis.

ARTICLE 3

PROMOTIONS

3.1 The Union President shall be notified of any openings in the unit in advance of their posting.

3.2 All unit vacancies and promotional opportunities shall be posted in each building for at least ten working days prior to the filling of the position. The job posting shall include a complete job description as promulgated by Westchester County Civil Service.

3.3 All interested and qualified members shall be interviewed for any vacancy upon written request to the Superintendent of Buildings & Grounds after posting. Members who are not selected for the vacancy shall receive the reason in writing.

3.4 Qualified members shall be interviewed for unit vacancies prior to outside candidates being interviewed. Seniority and qualifications will be a consideration where all other factors are equal for members of the unit.

3.5 Upon promotion to a position having a higher classification on the salary schedule, an employee shall be placed on the new salary lane so that they are on a step that is higher in salary than their current salary.

ARTICLE 4

RECLASSIFICATION

4.1 Change of job classification for any member of the custodial staff should be approved by the Board of Education. Classifications shall be consistent with job descriptions as promulgated by the Westchester County Department of Personnel and consistent with Civil Service regulations.

ARTICLE 5

PROBATION AND DISCIPLINARY PROCEDURE

5.1 There will be a probationary period of six (6) months for all non-competitive and labor class employees. Such non-competitive and labor class employees shall have the same rights as competitive employees pursuant to the provisions of Section 75 of the Civil Service Law insofar as it related to removal and/or suspension.

ARTICLE 6

WORKING HOURS AND CONDITIONS

6.1 The regular work week shall be 40 hours. The regular day shall be 8 hours. The work week shall be considered to begin on Monday. There will be two 15 minute breaks per 8 hour shift. These should be staggered to ensure adequate departmental coverage and is inclusive of travel time. Members holding the local titles of Carpenter, General Mechanic, Maintenance

Laborer or Grounds person may be assigned a Tuesday through Saturday daytime 40-hour workweek. Members employed as of 7/1/03 may apply for Tuesday through Saturday assignments, but may not be assigned to one involuntarily. For regular hours worked on Saturday, an additional \$10.00 per hour will be paid for the 2003/2004 school year and \$11.00 per hour for the 2004/2005 school year. If a regularly scheduled unit holiday falls on a Monday during the year, the member may take that holiday on Tuesday (or Wednesday if there are holidays on a Monday and Tuesday) working a Tuesday through Saturday workweek.

6.2 Daily and weekly work schedules shall be assigned by the appropriate Head Custodian or when applicable the Supervisor of Transportation.

6.3 The building and job assignments of custodial staff members shall be made by the Superintendent of Buildings and Grounds. In making the assignments, written requests of individual staff members will be given careful consideration. Any employee who is transferred from one location to another shall be notified in writing one week prior to the implementation of the transfer.

6.4 In those schools where only two custodians are on a night shift, and one is out for a particular night or a number of nights, every effort will be made to see that a substitute or a custodian from another building is shifted into the building where there is a vacancy. The intent is that for normal night shifts, there will be at least two men in what might otherwise be a vacant building. This applies only to regular night shifts.

6.5 Substitute Position - Substitutes may be hired under the following conditions:

- A. From day 1 of a planned vacation of 5 days or more.
- B. Upon the illness of an employee, after the 5th day of absence.

6.6 All unit members are required to report for snow removal. Unit members who regularly use public transportation will be excused from reporting only for so long as such transportation is not operating and must report to remove snow as soon as public transportation operates.

Should classes be canceled for the day (by the Superintendent of Schools, or

designee), all unit members will be allowed to go home at the discretion of the Director of Facilities with no loss of pay once the snow clearing work is complete. Snow clearing work shall include but not be limited to plowing roads, driveways and parking lots; clearing and salting walkways; shoveling roofs and clearing drains; work related to building check protocols. Plow operators or others may be required to stay past this time at the appropriate rate of pay. One Bus Mechanic/Assistant Mechanic shall remain on duty until all custodial staff have been released.

When a major storm is anticipated overnight, the Director of Facilities, or designee, may permit the night shift to leave prior to the end of the shift without loss of pay after building activities are completed.

6.7 Night shift custodial workers will move to the day shift hours beginning one week after the close of school and will last through the summer until the day that the teachers return. Night shift workers will move to day shift hours during the Christmas/New Year's recess, mid-winter recess, and spring recess. However, for the five working days (Monday through Friday) prior to the opening of school and each workday until the students return, the least senior custodian in each building will work 11:00 a.m. to 7:30 p.m.

6.8 The Croton-Harmon School District's Substance Abuse/Alcohol policy procedure and testing program will be implemented, as long as it conforms to all Federal, State, and Local laws.

6.9 Effective 7/1/03 the District may create a split shift (day into night) position at CET and a position at PVC and/or CHHS after 7/1/04 having the intended hours of 11:00 a.m. to 7:30 p.m. throughout the year. Members employed on or before 7/1/03 will not be involuntarily assigned to a split shift, but may apply if they are interested.

ARTICLE 7

EVALUATION

7.1 The annual written evaluation will be performed in accordance with the current Article 22.1, Section A, using the form attached.

ARTICLE 8

OVERTIME

8.1 Assignment to weekend and holiday check of buildings will be on a rotation basis. This will be in addition to the regular 40 hours work week. Failure to accept this assignment will automatically place the person in the same sequence in the next rotation. A custodian shall receive a minimum of two hours overtime pay for checking buildings and grounds on weekends. In the event that unusual circumstances necessitate his/her working in excess of two hours, he/she will be compensated accordingly. The weekend and holiday check of the buildings entails certain responsibilities. These responsibilities will be outlined by memoranda prepared by the Superintendent of Buildings and Grounds and the Building Principal.

8.2 Overtime hours shall be considered any time in excess of eight hours per day and forty hours per week. All overtime shall be paid at the rate of one and one-half times the employee's regular hourly wage. Any hours worked on a holiday shall be paid at twice the employee's regular hourly wage. All hours worked on a Sunday or contract holidays (snow removal, emergencies and outside organizational functions) shall be paid at a rate of double time. For purposes of computing overtime hours, holidays and leave days shall be considered as part of the regular work week of 40 hours.

8.3 Custodial Overtime - All full-time members of this bargaining unit shall be eligible for overtime. Custodial overtime distribution and assignment among employees for each building shall be rotated in such a fashion as to provide for equal opportunity for those employees desiring to work overtime. First preference for overtime shall be granted to full-time

employees. Overtime lists shall be posted in an area easily accessible to all employees.

Overtime for all personnel shall be allowed only when authorized by the Business Manager or his/her designee.

8.4 Bus Driver Overtime - The following practice of overtime shall be applied in the transportation department in the Croton-Harmon School District:

1. The Custodian/Bus Drivers would be added to the overtime driving list, provided that such overtime driving assignments would not interfere with their regularly assigned custodial duties or commence prior to one hour before the end of their normal work day.
2. Any trip starting before 2 p.m., Monday through Friday, on working days, regardless of whether or not school is in session, will be considered day trips, and shall be assigned from the day trip rotating list to full-time bus drivers, even if overtime is involved.
3. Any trip starting at 2 p.m. or later, Monday through Friday, on a working day excluding holidays, whether school is in session or not, and where it is obvious that overtime will be involved, drivers shall be assigned from the rotating overtime list consisting of full-time bus drivers, bus mechanic and custodian/bus drivers.
4. Notwithstanding anything to the contrary, any overtime trips that occur on Saturdays, Sundays, or Holidays, regardless of time of day, shall be assigned from the rotating overtime list consisting of full-time bus drivers, custodian/bus drivers, and full-time mechanic.
5. When a need for a driver exists on a Saturday, Sunday or Holiday, and all other full-time drivers, custodian/bus drivers, and bus mechanic as per overtime rotating list are out that day, the trip then must be offered to a night custodian/bus driver prior to being offered to a part-time bus driver.

6. Overtime for all personnel shall be allowed only when authorized by the Supervisor of Transportation.
 7. Effective 7/1/07, the District agrees to reimburse mechanic/bus drivers or the head mechanic/bus driver for the cost of their CDL license after the completion of one year of uninterrupted service to the District.
 8. There shall be \$5 per day meal allowance for bus drivers/mechanics on overtime bus trips, effective upon ratification.
 9. Effective 7/1/07, and after the completion of one year of continuous service, bus mechanics will be entitled to a \$200 tool reimbursement each year for tools that will be used in their bus repair work, upon presentation of a paid receipt.
- 8.5 Any day custodian who is assigned as overtime work, the work of a regularly scheduled night custodian shall be paid at the rate of time and one-half the applicable night shift rate for the overtime hours so worked.
- 8.6 Overtime will be paid on the next payroll after the payroll clerk has received the fully signed authorized time sheets.
- 8.7 Employees receiving overtime pay when assigned to overtime work shall be paid a minimum of two hours pay at overtime rate unless notified two hours in advance of cancellation of such assignment. This clause does not apply to overtime that is an extension of the normal workday.
- 8.8 Custodians who work six (6) or more continuous hours of overtime shall receive a one-half (1/2) hour paid lunch break.

ARTICLE 9

OUT OF TITLE PAY

- 9.1 An employee assigned to perform duties of a higher classification shall be paid the higher rate of pay on the day assigned. An employee who may be temporarily assigned to a

classification having a lower pay grade than his/her own, shall receive his/her regular rate of pay for the period of such assignment.

ARTICLE 10

MILEAGE ALLOWANCE

10.1 No employee in this bargaining unit shall use his/her car for school business, unless there is mutual agreement between that employee and the Superintendent of Schools or his/her delegate. In the event that an employee accepts an assignment which requires the use of his/her own car, he/she will be reimbursed at a mileage rate established by the Board.

ARTICLE 11

HOLIDAYS

11.1 The following holidays will be allowed each year, as noted on the attached Calendar of Holidays, and shall be guaranteed (Appendix D).

11.2 A Calendar Committee composed of the CSEA and the District will meet after the School Calendar is adopted to establish the contract holidays.

11.3 In addition to the contract holidays, employees shall not be required to work on any Jewish Holidays when school is not in session.

11.4 At the discretion of the Superintendent of Schools, observance of special religious holidays which require the absence of an employee shall not be deducted, provided that such religious holiday is listed on the State Education Commissioner's list of approved religious days.

11.5 When possible all employees will receive their holidays when scheduled in the contract. If the holiday falls on a day when school is in session, it will be rescheduled for a non-school session day.

ARTICLE 12

VACATION

12.1 Summer vacations in duration of 5 days or more have to be requested by June 15.

Responses to such requests shall be given within 5 working days.

12.2 Ten (10) days vacation with pay will be granted after one year of uninterrupted service (July 1 to June 30) and each year thereafter up to five years of service. An employee beginning service sometime after July 1 will be allowed a prorated vacation for the first year. If employment is prior to January 1, the employee will be granted a full year credit toward the progressive vacation schedule. An employee hired between January 1 and June 30 will not receive credit on the progressive vacation schedule. Credit will be received on the progressive vacation schedule after working a full fiscal year starting on July 1 after the date of initial hire.

12.3 After five full years of uninterrupted service in the Croton-Harmon School, fifteen days of vacation with pay will be granted.

12.4 After ten full years of uninterrupted service in the Croton-Harmon Schools, twenty days of vacation with pay will be granted.

12.5 After twenty full years of uninterrupted service in the Croton-Harmon Schools, twenty-three days of vacation with pay will be granted.

12.6 Seniority shall prevail in vacation picks.

12.7 All employees covered by this unit will be on duty one week before and during the first week of school, except by permission of the Superintendent of Buildings and Grounds and the Superintendent of Schools.

12.8 Members of the unit who have earned 20 days vacation or more can, with prior approval, take 15 days or more and be paid for the remainder of their vacation. Payment for unused vacation days as listed above shall be made on the last payroll of the fiscal year.

12.9 Custodians with a limited amount of vacation could, with prior approval, go into deficit and borrow up to 5 days on the next year's vacation. If such custodian left prior to earning the 5 days, an adjustment would be made on the final paycheck.

12.10 Members of this unit may request to receive their normal paycheck that they would receive while on vacation prior to going on vacation, provided that such request is submitted to the Business Office at least 2 weeks prior to the start of the vacation.

12.11 Allow members to change unused vacation days to sick days when requested in writing (at the time hospitalization or illness occurs) and with the approval of the Business official, effective upon ratification of this agreement.

ARTICLE 13

BEREAVEMENT LEAVE

13.1 Death leave for immediate family shall be five days, and in extenuating circumstances, extended as provided by the Superintendent of Schools. Immediate family shall be defined as children of employees, parent, husband, wife, sisters and brothers, or a permanent member of the employee's household.

13.2 A period not to exceed three days shall be granted to any employee whose absence is caused by the death of a relative other than the immediate family: an aunt, uncle, niece, nephew, sister-in-law, brother-in-law, parent-in-law, or grandparent. In extenuating circumstances, the period may be extended with the approval of the Superintendent of Schools.

ARTICLE 14

SICK LEAVE & SICK LEAVE BANK

14.1 Sick leave to the extent of 1 1/4 days per month for each month employed, shall be allowed, cumulative to a maximum of 248 days. The District may require a doctor's certificate

after three days of continuous absence. In case of an extended illness beyond the limits of this schedule, additional sick leave may be granted by the Superintendent of Schools.

14.2 In case of sickness in the immediate family, as defined in Section 13.1 above, at the discretion of the Superintendent of Schools, an employee may be allowed five days leave to be deducted from cumulative sick leave.

14.3 Sick Leave Bank:

- A. In order to provide sick leave coverage for Unit Members who, due to extended illness, have exhausted their accumulated sick leave, the parties hereby establish a sick leave bank.
- B. Unit Members may donate or may be requested to donate, a portion of their sick leave, not to exceed five (5) days per annum, to the sick leave bank.
- C. Sick leave days shall be authorized and deducted from the sick leave bank for use by members whose sick leave has expired only upon the approval of the Association and the Superintendent of Schools.
- D. The sick leave bank shall not accrue sick leave days from year to year.

14.4 At the completion of a full school year, unit members who were absent due to illness four or fewer days will be entitled to an attendance incentive of a total of \$300. This will be paid in July of the following school year.

ARTICLE 15

WORKER'S COMPENSATION

15.1 Any employee who is necessarily absent from duty because of occupational injury or disease as defined by the Worker's Compensation Law, may, pending adjudication of the case, and while said disability renders the employee unable to perform the duties of the position, be granted leave with full pay for a period not to exceed six (6) months (exclusive of accumulated sick leave and other time credits). Vacation, personal leave and sick leave credits shall not be earned for periods when an employee is on such leave with pay. Should

the disability persist beyond this period, any accumulated sick leave and other time credits may be used. When all earned credits have been exhausted, such employee may then be granted a leave of absence without pay. Upon return to active duty, such employee shall be recredited with sick days used representing that proportion of the dollar amount of credits returned to the district by the Worker's Compensation carrier for the period of absence as a result of a Worker's Compensation incident.

ARTICLE 16

PERSONAL LEAVE

16.1 Up to three days of personal leave per year shall be granted, without salary deduction, in order for staff covered under this agreement to meet personal obligations. Except in unusual circumstances, personal leave days may not be used to extend holidays in the school calendar. Request for personal leave must be made to and approved by the Superintendent of Schools, the Business Manager, or in their absence by the Superintendent of Buildings and Grounds, in advance, except in extenuating circumstances. Unused personal leave will be added to sick leave credits.

ARTICLE 17

JURY DUTY

17.1 Leaves shall be granted without salary deduction when necessary for serving on jury duty. An employee serving on jury duty shall receive his/her regular daily salary. He/she shall remit directly to the Board of Education the daily fee received for each day's jury service at the conclusion of all service. He/she shall not remit expense money paid him/her for jury service.

ARTICLE 18

CONVENTIONS AND CONFERENCES

18.1 The unit head or appointed delegate shall be allowed eight full shifts without loss of pay to attend to Civil Service Employee's Association business.

ARTICLE 19

HEALTH, DENTAL, OPTICAL & DISABILITY INSURANCE

19.1 Effective 7/1/06, all members shall contribute \$500 for individual health coverage and \$700 for family health coverage for the school year.

The district shall provide the above health insurance coverage and provide benefits equivalent to the HMO option through either the Statewide Plan, the Putnam/No. Westchester Health Insurance Plan, or Blue Cross/Blue Shield of Greater New York. In the event the employee chooses the HMO option, the employee shall pay the difference, if any, between the cost for the HMO and the cost of the basic plan premium rates.

The district shall guarantee that the benefits of any new health insurance plan will be equivalent to or greater than those provided by the New York Statewide Plan or GHI as of June 30, 1982, except in the event that the consortium benefits committee decide to alter the benefit structure. In the event these benefits are altered, the union shall have the right to proceed to Article 29, Section D.

19.2 Effective July 1, 1999, the District shall provide to all members of the bargaining unit the CSEA EBF Dutchess Family Dental Plan at no cost to the employee.

19.3 Effective July 1, 1999, the district shall provide to all members of the bargaining unit the CSEA EBF Platinum Family Optical Plan at no cost to the employee.

19.4 The district agrees to provide to all employees the New York State Disability Program.

19.5 All unit members will have an annual physical examination. The district will reimburse all unit members for those expenses that are not covered by the employee's health insurance plan.

ARTICLE 20

RETIREMENT BENEFITS

20.1 Non-Contributory "20 Year Career" Plan (Section 75I)

Effective July 1, 1978, the district's eligible employees will be covered by Section 75I of the New York State Employees Retirement System.

20.2 Application of Unused Sick Leave

Application of unused sick leave as additional service credit upon retirement (Section 41J). This would apply to members for whom the earning and accumulation of sick leave was (prior to the member's retirement) authorized by law, rule, regulations, written order or written policy.

Allowable unused sick leave credit would be limited to one hundred sixty-five (165) days and applied as additional service credit on a calendar day basis (i.e., one hundred sixty-five (165) days--approximately five and one-half (5 1/2) months).

20.3 Death Benefits

1. For Employees Enrolled Prior to July 1, 1973

Guaranteed minimum death benefit of three (3) times annual rate of pay (rounded to next higher multiple of one thousand (\$1,000) dollars, but limited to twenty thousand (\$20,000) dollars, Section 60b and 360b). This guaranteed minimum death benefit would be applicable to members who were employed on December 31, 1970; were below age sixty (60) when they began the employment; and had at least ninety (90) days of continuous service immediately preceding death. This guaranteed minimum death benefit would be paid to such eligible persons in place of the regular ordinary death benefit when the regular ordinary death benefit would not be greater.

2. For Employees Enrolled On/And After July 1, 1973

At time of enrollment into the retirement system, the employee chooses the death benefit.

a. Death Benefit One

One (1) month's salary for each full year of service up to a maximum of three (3) years' salary upon the completion of thirty-six (36) full years of service. No benefit paid after retirement.

b. Death Benefit Two

After one (1) year of service, benefits will equal the annual salary. After two (2) years of service, benefit will equal two (2) times annual salary. After three (3) years of service, benefit will equal three (3) times annual salary. However, the benefit is subject to the limitations provided in Section 448 of the Retirement Law.

20.4 The district shall pay \$55 for each accumulated sick day beyond 100 and up to a maximum of 140 days to any member of the unit at the time of his or her retirement.

In the event that the employee dies while in service, said employee's beneficiary or estate shall receive the amount of unused sick leave payout.

20.5 Health insurance for retirees – For members hired prior to 1/1/95 having completed 10 years of service to the district and retiring through the NYS ERS, the district shall contribute the following proportion of health premiums for health insurance coverage:

- A. Individual coverage - 50% retiree, 50% District.
- B. Family Differential - 55% retiree, 45% District

For members hired after 1/1/95 having completed 10 years or more of service to the district who retire through the NYS ERS, the district shall contribute the following proportion of health premiums for health insurance coverage:

- A. Individual coverage – 50% retiree, 50% district
- B. Family differential – 65% retiree, 35% district

For members hired after 1/1/95 having completed 20 years of service to the district who retire through the NYS ERS, the district shall contribute the following proportion of health premiums for health insurance coverage:

- A. Individual coverage – 50% retiree, 50% district
- B. Family differential – 55% retiree, 45% district

20.6 The district shall pay annually to each unit member who agrees to waive health insurance coverage for the fiscal year 50% of the district's cost for the PNW HBC's premium for individual coverage. Payments shall be made 50% in January and 50% in June following the election to waive. Members may elect to re-enter the health plan during the annual open enrollment period and forfeit that portion of the waiver. Members wishing to waive health insurance for the July 1 plan year must notify the Business office by June 1st of the same calendar year.

20.7 After 10 years of uninterrupted service and with 90 days written notice, a member would be entitled to payment at retirement into the NYS ERS (normal or disability), a payment of three month's pay (3/12 of annual contract salary).

After 5 years of uninterrupted service and with 90 days written notice, a member would be entitled to payment at retirement into the NYS ERS (normal or disability), a payment of one month's pay (1/12 of annual contract salary).

This provision will sunset on 6/30/05, notwithstanding Section 209-a(1)e of the Civil Service Law. The article will be reviewed for the next contract.

ARTICLE 21

LIFE INSURANCE

21.1 Effective the first day of the month following the ratification of this new agreement by both parties, members of the association shall be entitled to life insurance in the amount of \$30,000, with the premium to be paid by the district.

ARTICLE 22

SALARY SCHEDULE

22.1 Advancement from one step to the next higher step of the salary schedule shall be automatic on July 1st of each year provided the following two conditions are met:

- A. The employee's service has been evaluated as satisfactory.
- B. The employee has fulfilled Civil Service requirements for the classification he holds, or has made every effort to fulfill such requirements.
- C. The employee has been on the payroll in a classified position prior to January 1 of the same year.

22.2 Shall an employee be denied an increment, he/she shall be entitled to a hearing.

22.3 If it is impractical for the employer to recruit for a position at its then minimum salary and has to increase the minimum salary of the grade by 1, 2, or 3 increments, etc. of the salary grade of such position, then when any such increase is made, all incumbents of such positions who are receiving less than such new minimum salary shall have their salaries brought up to such minimum. For the position of Head Custodian, if it is impractical for the employer to recruit for or hire a specific individual for this position at the minimum salary, such position can be filled and the individual hired and placed up to Step 5. Incumbents with experience equal to any new hiree will be moved up to the step of any new hiree.

22.4 Job description should be on file for each title.

22.5 The existing salary schedules will be increased by 3.25% for 2005/2006, 3.25% for 2006/07, 2% for 7/1/07 and 2% for 1/1/08, 3.5% for 2008/09, and 3.5% for 2009/10.

Retroactive pay will only be paid to employees on the payroll at ratification.

22.6 Longevity increments become part of the annual salary on July 1st following the required completed years of service:

	<u>Longevity Amount</u>
Completion of 9 years	750
Completion of 14 years	1,300
Completion of 19 years	1,950
Completion of 24 years	2,650

22.7 Effective 7/1/99, the member designated as the Head Custodian for the High School shall receive a \$1,500 annual salary differential.

An annual stipend of \$1,300 may be established for the local position of Carpenter/General Mechanic for an exceptional level of advanced carpentry work for an individual who achieves performance goals each year.

Effective 7/1/07, a member designated as the head bus mechanic shall be eligible for a \$2,500 annual stipend for a full year when they are designated as the person who coordinates the work of the other mechanics and who orders parts and makes sure equipment is in proper repair.

A groundskeeper who is appointed annually shall be eligible for a \$1,300 stipend for a full year. He or she would be designated as the person who coordinates the work of field and grounds maintenance work, including making sure equipment is in proper repair. (This is effective upon ratification.)

22.8 The regular annual salary of custodial staff members will be paid in 26 equal bi-weekly payments according to a payroll schedule set by the district each year.

ARTICLE 23

TERMINATION OF EMPLOYMENT

23.1 Employees will receive all overtime, salary and earned vacation credits upon separation of employment from the district if they provide two weeks' advanced written notice to the Superintendent of Buildings and Grounds.

ARTICLE 24

CLOTHING ALLOWANCES

24.1 Uniforms - Effective 1/1/94, the District shall provide all members of the bargaining unit uniforms as agreed to in the Appendix B. The clothing allowance as such will cease.

24.2 Effective 7/1/07, the District shall provide all members of the bargaining unit with up to the sum of \$175 per year upon the presentation of a paid receipt for the reimbursement for work-appropriate footwear. The footwear should provide appropriate protection and traction for the employee's work assignment. Such footwear will be worn unless supervisor is provided a doctor's note indicating the necessity of particular footwear for a period of time.

ARTICLE 25

VISITATION AND SERVICE RIGHTS

25.1 The President of the Westchester County Local of the Civil Service Employees Association, or his/her designated agent or the designated Field Representative, shall have the right to visit the facilities of the employer for the purposes of adjusting grievances and administration rights of the agreement.

25.2 Any agent of the Westchester Civil Service Employees Association shall check in at the main office of the building and announce his/her visit to the building administrator or the building administrator's representative upon arrival in any school building of this district.

25.3 No time shall be lost to the employer as the result of these visitations except as covered under Article 18.1.

25.4 Employees elected or designated as representatives of the unit shall, with prior approval, be given a reasonable amount of time free from their duties without loss of pay to adjust grievances and maintain the administrative rights of the agreement. Requests for approval shall not be arbitrarily denied.

ARTICLE 26

EFFECT OF THIS AGREEMENT

26.1 This agreement may be altered or modified only through the voluntary, mutual consent of the two parties in a written and signed amendment to this agreement. Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this agreement and which has not been proposed by the Association, the Board shall notify the Association in writing that it is considering such a change. The Association shall have the right to negotiate such items with the Board, provided that it files such a request with the Board within ten working days following receipt of such notice.

26.2 This agreement shall supersede any rules, regulations or practices of the Board of Education which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board of Education.

26.3 Any individual arrangement, agreement, or contract between the Board of Education and an individual custodian, previously executed, shall be subject to and consistent with the terms and conditions of this Agreement and any future individual arrangement, agreement or contract shall be expressly made subject to and consistent with the terms of this or subsequent agreements.

26.4 Copies of this Agreement shall be prepared at the expense of the Board of Education and distributed to all custodial staff members presently or hereafter employed.

26.5 Any change in school policy relative to employees working conditions must first be negotiated with Civil Service Employees Association representatives prior to its implementation; this includes salaries for newly created positions.

ARTICLE 27

REVIEW OF PERSONAL HISTORY FOLDER

An employee shall have the opportunity to review his or her personal history folder upon three (3) working days notice to the District and said employee, at his or her option, may be accompanied by his or her union representative.

ARTICLE 28

LAYOFFS

Layoffs and reductions in the work force shall be according to Section 80, 80A, and 81 of the New York State Civil Service Law and shall apply to all competitive, non-competitive and labor class employees. Employer agrees that all Manpower, JTPA, Temporary Casual, Per Diem, Provisional and Probationary employees holding the same job title as a permanent employee whose title has been eliminated shall be terminated first before a permanent employee holding the same job title is put on layoff.

ARTICLE 29

CONTRACTING OUT

There shall be no loss of employment by permanent employees as a result of the district's right to exercise contracting out for services.

ARTICLE 30

GRIEVANCE PROCEDURE

A. The primary purpose of the procedure set forth in this article is to secure, at the lowest possible level, equitable solutions to problems arising from the interpretation of the Agreement. Both parties agree that proceedings shall be kept as informal and confidential as possible. A grievance shall mean any alleged violation, misrepresentation, failure or omission to carry out the express terms of this contract. A grievance must be filed no later than fourteen (14) school days (days which school is in session) after the date on which the act or omission giving rise to the grievance has occurred. Every reasonable attempt shall be made by the aggrieved to discuss and resolve the grievance informally with his/her immediate supervisor. This article in no way limits the right of a member having a grievance to discuss the matter informally with an appropriate member of the administration. If, following such discussion, the aggrieved considers the matter inadequately resolved, he/she may proceed to Level One.

B. Level One - The aggrieved shall meet with a Grievance Committee, designated by the Croton Unit, Westchester County Local #860, Civil Service Employees Association, to formulate a written statement of the problem. A meeting shall be scheduled with the immediate supervisor within five working days to discuss, clarify, and attempt to resolve the grievance. If an agreement is reached, a written copy of the decision shall be drawn up, signed by the immediate supervisor, the aggrieved and the committee. If a mutually satisfactory solution is not reached, the committee shall, within five working days:

1. Recommend that the matter be terminated or
2. Transmit a written statement of the problem to the Superintendent of Schools and proceed to Level Two.

C. Level Two - The Superintendent of Schools shall, within ten working days after he/she receives a written statement of the problem, meet with the grievance committee, unit's Field Representative and the aggrieved party. Within ten (10) working days after such meeting, the Superintendent shall issue a written statement of his/her decision to the aggrieved party and Unit President. In the event the grievance is denied, such written statement shall indicate that the entire School Board has been made aware of the denial.

If the Union is not satisfied with the written statement, it may then proceed to Level Three.

D. Level Three - Either party may file with the other party and with the Public Employment Relations Board a notice of intention to submit the grievance to an arbitrator for a binding decision. The parties, shall, within ten (10) working days of such notice, select an arbitrator by mutual agreement.

In the event the parties are unable to mutually agree upon the selection of an arbitrator, an arbitrator shall be selected from those provided by the Public Employees Relations Board. If one is not available from this source, one shall be selected by the parties upon application to and in accordance with the rules of the American Arbitration Association.

The Arbitrator shall issue his/her decision not later than twenty calendar days from the date of the closing of the hearings, or if oral hearings have been waived, the date of transmitting the final statements and proofs of the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinions and conclusions on the issues submitted.

E. The expense of arbitration shall be borne equally by the Association and the Board.

F. A party in interest may be represented at all meetings and hearings at all steps and stages of the grievance and arbitration procedure by another person. When the aggrieved is not represented by the Association at Level One, the Association shall have the right to be present and to state its views at all stages of grievance processing beginning at Level Two.

G. There shall be no reprisals of any kind by supervisory or administrative personnel taken against any party in interest or the members of the designated Grievance Committee or any other participant in the procedure set forth herein by reason of such participation.

H. Forms for filing grievances, making reports and recommendations, and other necessary documents shall be prepared and given appropriate distribution by the Superintendent of Schools.

I. This procedure is not intended to substitute for other grievance procedures provided by law.

ARTICLE 31

SAVING CLAUSE

31.1 If any article of part thereof of this agreement or any addition thereto shall be decided as in violation of any federal, state or local law, or if adherence to our enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.

31.2 If a determination or decision is made as per Section 30.1 of this article, the original parties to this agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such article or part thereof.

ARTICLE 32

LEGISLATIVE ACTION

32.1 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

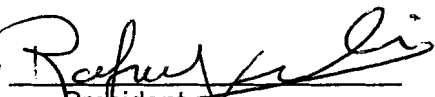
ARTICLE 33

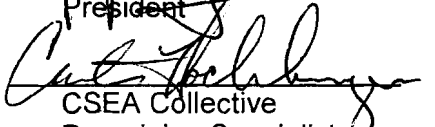
DURATION OF AGREEMENT

33.1 This agreement shall become effective on July 1, 2005 and shall continue in full force and effect until June 30, 2010.

33.2 In the event either party wishes to amend this agreement, notice may be given by December 1 of each year during the life of this agreement. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of the Negotiation Procedure of this Agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1 or at such other time as may be mutually agreeable.

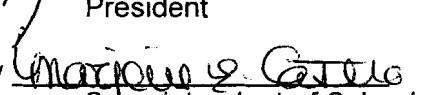
CIVIL SERVICE EMPLOYEES ASSN.

By 
President

By 
CSEA Collective
Bargaining Specialist

BOARD OF EDUCATION

By 
President

By 
Superintendent of Schools

Dated this day of

APPENDIX A

- A. Uniforms to be provided under Article 23 of the contract between the Croton-Harmon Board of Education and the CSEA Custodial Unit.
- B. The above materials will be replaced every three (3) years.
- C. There will be one delivery a week and a maximum cleaning per week of 6 pants and 6 shirts.
- D. Each shirt will have a patch indicating the district's and the employee's name.
- E. Each staff member is entitled to a uniform, which will be measured for proper fit.
- F. All garments will be of 65% dacron and 35% cotton in a perma-press fabric.
- G. Garments will be repaired, buttons replaced, and the garments themselves replaced when they no longer look presentable.
- H. For new staff members there will be a one-month waiting period before being fitted for a uniform and a 6-month waiting period prior to distribution of a jacket.

Croton-Harmon UFSD

Salary Schedule Chart

**2007-08 Salary Schedule
Custodial**

Salary Step	Salary Grade								
	Man/Lab	Night Cust	Cust/B.D	N.C/B.D	Asst/Mec	Bus.Mech	Carp.Gen	Hd. Cust	Split Shift
1	\$39,746.00	\$41,278.00	\$42,372.00	\$45,682.00	\$45,100.00	\$47,971.00	\$45,082.00	\$46,616.00	\$40,513.00
2	\$41,373.00	\$42,858.00	\$44,105.00	\$45,755.00	\$46,826.00	\$50,610.00	\$46,849.00	\$49,255.00	\$42,116.00
3	\$43,015.00	\$44,437.00	\$45,865.00	\$47,507.00	\$48,442.00	\$52,604.00	\$48,580.00	\$51,247.00	\$43,726.00
4	\$45,451.00	\$46,795.00	\$48,487.00	\$50,646.00	\$51,208.00	\$55,210.00	\$51,222.00	\$53,845.00	\$46,123.00
5	\$47,864.00	\$49,160.00	\$51,153.00	\$53,257.00	\$53,873.00	\$58,606.00	\$53,841.00	\$57,250.00	\$48,511.00
6	\$50,580.00	\$51,862.00	\$54,015.00	\$56,149.00	\$56,738.00	\$61,751.00	\$57,448.00	\$60,394.00	\$51,220.00

Selection Criteria

Print this year
Salary Schedule: CU1

Appendix B

Top Step Plus Longevity

Completion of 9 years	\$ 750
Completion of 14 years	1,300
Completion of 19 years	1,950
Completion of 24 years	2,650

Step	Grounds								
	Maint. Lab. Custodian	Split Shift Custodian	Night Custodian	Cust./ Bus Driver	Night Cust./ Bus Driver	Asst. Mech./ Bus Driver	Bus Mech.	Carpenter Gen. Mech.	Head Custodian
	A	B	C	D	E	F	G	H	I
10yrs. @ \$750	51,330.00	51,970.00	52,610.00	54,764.00	56,898.00	57,488.00	62,501.00	58,197.00	61,143.00
15yrs. @ \$1300	51,880.00	52,520.00	53,160.00	55,314.00	57,448.00	58,038.00	63,051.00	58,747.00	61,693.00
20yrs. @ \$1950	52,530.00	53,170.00	53,810.00	55,964.00	58,098.00	58,688.00	63,701.00	59,397.00	62,343.00
25yrs. @ \$2650	53,230.00	53,870.00	54,510.00	56,664.00	58,798.00	59,388.00	64,401.00	60,097.00	63,043.00

CROTON-HARMON SCHOOL DISTRICT

PERFORMANCE EVALUATION - Transportation/M & O Personnel

Name _____ Position _____

() Permanent () Provisional () Temporary () Substitutes

SATISFACTORY: Fully meets requirements of position.

UNSATISFACTORY: Fails to meet requirements of position; consistent deficiency in performance - Must have been discussed with employee 2X prior to final determination.

I. WORK PERFORMANCE:	Satisfactory	Unsatisfactory (Dates discussed to be initiated by both parties)
- Quality of Work		
- Timely Completion of Work		

II. INTERPERSONAL RELATIONSHIPS:	Satisfactory	Unsatisfactory (Dates Discussed)
- Cooperates with co-workers & community		
- Accepts constructive criticism		

III. GENERAL HABITS:	Satisfactory	Unsatisfactory (Dates Discussed)
- Adaptability		
- Dependability		

Principal/Supervisor's Comments:

Employee Comments:

This evaluation has been discussed with me and my comments are accurate.

Employee Signature: _____

Date: _____

Principal/Supervisor _____

Date _____

Appendix D

2007-2008 CUSTODIAL HOLIDAY CALENDAR

July 4, 2007	Wednesday	Independence Day
September 3, 2007	Monday	Labor Day
September 13, 2007	Thursday	Rosh Hashanah
September 14, 2007	Friday	Rosh Hashanah
October 8, 2007	Monday	Columbus Day
November 12, 2007	Monday	Veterans Day
November 22, 2006	Thursday	Thanksgiving
November 23, 2006	Friday	Thanksgiving
December 24, 2006	Monday	Christmas Eve
December 25, 2006	Tuesday	Christmas
December 31, 2007	Monday	Alternate Lincolns Birthday
January 1, 2008	Tuesday	New Year's Day
February 18, 2008	Monday	Washington's Birthday
March 20, 2008	Thursday	Holy Thursday
March 21, 2008	Friday	Good Friday
May 26, 2008	Monday	Memorial Day

Adopted July, 2007

