



Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Barker Central School District and the Barker Central School Central Services Association (2005)**

Employer Name: **Barker Central School District**

Union: **Barker Central School Central Services Association**

Effective Date: **07/01/2005**

Expiration Date: **06/30/2008**

PERB ID Number: **4552**

Unit Size: **15**

Number of Pages: **18**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

CVS  
4552

CONTRACT BETWEEN  
  
THE  
  
BARKER CENTRAL SCHOOL DISTRICT  
  
SUPERINTENDENT OF SCHOOLS  
  
AND THE  
  
BARKER CENTRAL SCHOOL  
  
CENTRAL SERVICES ASSOCIATION

July 1, 2005 to June 30, 2008

**RECEIVED**

MAR 28 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

15

ARTICLE I

RECOGNITION

1.1 Whereas, the Barker Central School District Board of Education, having determined that the Barker Central Services Association is supported by a majority of the cleaners and custodians, hereby recognizes the Barker Central Services Association as the sole and exclusive representative for the purpose of collective negotiations for all full-time regularly employed employees as follows:

Included: Head Cleaner	General Repair Person
Cleaner	Grounds Person
Head Custodian	Custodian

Excluded: Director of School Facilities and Operations  
All other employees

1.2 The Barker Central Services Association does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in any such strike.

1.3 This recognition shall remain in effect for the period as provided for by law. Either party may act to modify this recognition in accordance with the law.

1.4 Definitions

1.4.1 "District" means the Barker Central School District and is intended to refer to it as an employing entity. It applies to all persons (e.g., the Superintendent/Chief Executive Officer, Administrators, Supervisors) properly authorized to act on behalf of the Barker Central School District.

1.4.2 "Association" means the Barker Central Services Association.

1.4.3 "Employee" means a person incumbent in a position included in the unit described in Section One of this article.

1.4.4 "Contract" means this Contract, all Appendices referred to in this Contract, and all amendments in this Contract.

ARTICLE II

BOARD RIGHTS

- 2.1 The District reserves and retains solely and exclusively all of its apparent rights to manage the District as such rights existed prior to the execution date of this Contract, except to the extent that they are modified by express provisions of this Contract or are contrary to law. The sole and exclusive rights of the District include, but are not limited to:
- A. Its right to establish, continue, change or abolish any or all of the Districts' policies, practices, rules, regulations and procedures as they determine the number, location, hours and types of its operations;
  - B. To establish or discontinue programs or work as shall be performed by employees covered by this Contract;
  - C. To determine to what extent the required work shall be performed by employees covered by this Contract;
  - D. To determine the number, classification and duties of employees;
  - E. To determine the necessity for filling a vacancy;
  - F. To determine the methods, processes, equipment and materials to be used in District operations;
  - G. To judge the efficiency and competency of employees;
  - H. To establish and maintain a job evaluation program;
  - I. To establish and change work assignments;
  - J. To select, hire, direct, transfer and promote employees;
  - K. To lay off employees because of the lack of work or for budgetary reasons;
  - L. To establish, change and enforce rules for the conduct of employees, and to discipline and discharge employees.

- 2.2 Anything which this Contract requires or permits the Superintendent to do may be done by a person designated by the Superintendent to act on his/her behalf. Anything which this Contract requires or permits the Administration or Supervisor to do, may be done by a person designated by the Administration or Supervisor to act on its or his/her behalf.

### ARTICLE III

#### EMPLOYEE CONDUCT

- 3.1 All employees are expected at all times, to conduct themselves in a courteous, friendly, and businesslike manner, remembering that they are representing Barker Central School.
- 3.2 Discipline for employee misconduct shall in most cases be progressive in nature and shall include, but not be limited to, administrative reprimand, suspension without pay and/or dismissal.

### ARTICLE IV

#### WORK YEAR AND WORK HOURS

- 4.1 The workday for all employees shall be eight hours, exclusive of a 30-minute meal period. When a member is assigned to duty alone in the building for a full shift, the eight hours will be inclusive of a thirty-minute meal period.
- 4.2 Anyone in any position less than full time shall be considered hourly and paid on an hourly rate of salary.
- 4.3 The period of employment for 12-month employees shall be July 1 through June 30.
- 4.4 Overtime

Bargaining unit members would be subject to overtime during emergency or "crunch" times which may have been brought about by unanticipated work requirements. This may also occur during health and safety situations arising from storm damage, water line burst, etc. where extraordinary clean-up efforts are required.

4.5 Subpoena to Witness

A bargaining unit member who is subpoenaed to serve as a witness in a proceeding to which neither he nor the association nor affiliates of the association is a party during the hours when he would normally be scheduled to work will be paid for such hours at his regular rate of pay provided that he:

- A. reports promptly for regularly scheduled hours of work during which he is not required to be a witness;
- B. surrenders to the District his witness fees and pay (not including meal or mileage allowance); alternatively, an employee may, at his option, forgo pay by the District and retain his witness fees and pay; and
- C. shows the District the subpoena.

ARTICLE V

PHYSICAL EXAMINATIONS

5.1 At any time, the Board may require a partial or complete medical or psychological examination by a doctor, psychologist or psychiatrist of its choice. Examinations performed by a school doctor will be paid for by the Board.

ARTICLE VI

PAID HOLIDAYS

6.1 Twelve (12) month employees shall be granted the following holidays with full pay:

- A. New Year's Day
- B. Martin Luther King Day
- C. Patriot's Day
- D. Good Friday
- E. Memorial Day
- F. Fourth of July
- G. Labor Day
- H. Columbus Day
- I. Veteran's Day

- J. Thanksgiving Day
- K. The day following Thanksgiving
- L. Christmas Day
- M. Day before or after Christmas
- N. Day before or after New Year's

0. In order to be eligible for the above paid days, the holiday must fall within the employee's work period. If the holiday falls on Saturday or Sunday, the District agrees that employees eligible for the holiday shall receive an extra day's pay or compensatory day off in lieu thereof.

For employees regularly scheduled to work weekend shifts:

When a paid holiday falls on a Saturday or Sunday, the actual holiday will be observed as an employee holiday. When a paid holiday falls on a regularly scheduled day off, an employee holiday will be observed immediately preceding or succeeding the regular days off and will be scheduled with the Director of Facilities and Operations.

In no case will any twelve (12) month employee receive more paid holidays than any other twelve (12) month employee.

## ARTICLE VII

### Leaves of Absence

7.1 A minimum of twenty-four (24) hours notice is required for leaves of absence except in the case of personal or family illness leave where notice should be filed as soon as possible. The employee is responsible to give said notice to the Director of Facilities and Operations. Failure to give said notice shall result in a day's salary deduction.

7.2 Personal Sick Leave

Each twelve (12) month unit member shall be entitled to twelve (12) days of sick leave per year, the entire amount of such leave to be credited on July 1 of each year. Unused personal sick leave shall be accumulated to a maximum of two hundred ten (210) days for twelve-month employees. A doctor's excuse must be presented to the

Superintendent's Office for absences over three consecutive workdays.

7.3 Family Sick Leave

A total of six (6) days per year for twelve (12) month employees shall be allowed and deducted from the annual personal sick leave allowance for serious illness in the immediate family (spouse, parents, children or any permanent resident of the employee's household).

7.4 Family and Medical Leave

Any member of the bargaining unit who requests a leave for a purpose specified in the Federal Family and Medical Leave Act, as amended, and who is considered an "eligible employee" under that law, shall be accorded the rights and privileges extended by that law, with the understanding that the District retains all of the rights and privileges allowed to employers by that law.

7.5 Extended Leaves of Absence

- A. Any regular full-time employee member of the bargaining unit to whom a child is born, adopted or placed in foster care, may apply for an extended leave of absence without pay up to two full semesters.
- B. Request for such leave must be made at least thirty days prior to the first day of such leave, or at the earliest practicable time. Requests shall be made in writing to the Board of Education. If the Board approves the request, the employee shall be given written notice of the Board's action, with approved beginning date and anticipated date of return to work.
- C. Seniority, salary credit, accruals of sick leave and vacation, and other benefits based on period of service, shall be frozen as of the beginning date of the approved leave, and resumed without change upon the employee's return to work. Health insurance and other benefits shall be continued during the absence to the extent required and under the conditions specified by state or federal law.
- D. An employee who is absent on an extended leave of absence will notify the Superintendent of his



intention to return to work no less than 30 days prior to the expiration of such leave.

7.6 Personal Business

Each unit member shall be granted three (3) days of personal business per year. The reasons for these days shall be declared on a form provided by the District. Unused personal business days shall be credited to accumulated sick leave on each July 1.

7.7 Bereavement Leave

During each contract year, each group member shall be allowed bereavement leave as follows:

7.7.1 One (1) day of absence shall be allowed for the purpose of attending the funeral of any person regardless of relationship.

7.7.2 Five (5) days for bereavement leave shall be allowed twelve (12) month employees in the event of the death of a group member's spouse, child, parent, spouse's parent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or spouse's grandparent, or any person who is a permanent member of the group member's household.

7.7.3 Bereavement leave shall be deducted from the accumulated personal sick leave.

ARTICLE VIII

PAID VACATIONS

8.1.1 Bargaining unit members who work on a twelve (12) month full-time basis shall earn annual vacation according to the following schedule:

Greater than one (1) but less than, or equal to, eight (8) years of continuous service with the District .....10 vacation days

Greater than eight (8) but less than, or equal to fifteen, (15) years of continuous service with the District .....15 vacation days

Greater than fifteen (15) years of continuous service with the District .....20 vacation days

- 8.1.2 Vacation entitlement will be prorated during the period after the anniversary of one (1) year of employment and prior to the subsequent July 1 at the rate of ten (10) days per twelve (12) months. Vacation entitlement thereafter will coincide with the school year, commencing July 1 and ending June 30.
- 8.1.3 When a paid holiday falls within a vacation period, the day shall not be deducted from vacation time.
- 8.1.4 Vacations must be approved by the Director of School Facilities and Operations at least two (2) days' notice for 1-2 days off; one (1) week's notice for 3-5 days off and two (2) weeks' notice for 6 or more days off prior to the date of vacation. The number of employees allowed to be on vacation at one time will be limited according to time of year and workload. Vacations will be granted on a first-come, first-served basis.
- 8.1.5 Unused vacation shall not be cumulative from one year to the next.

ARTICLE IX

BENEFITS

9.1 Health Insurance

The District shall pay one hundred (100%) percent of the health insurance premium for the Traditional Blue Point of Service Plan (POS) for all full-time employees for individual, two-party, or family coverage as appropriate. Enrollment in the Traditional Indemnity Health Insurance Plan or a PPO shall be made available only to a member of the unit electing to pay the incremental difference between the premium cost for such coverages and the premium cost for the POS.

The prescription drug plan for the Traditional Indemnity Health Insurance Plan shall be a three-tiered plan with co-payments as follows: \$10 for generic drugs, \$20 for drugs on the preferred list, and \$30 for others.

The Board of Education will not contribute in any case where double coverage exists. It shall be the

responsibility of the employee to provide proof to the Business Office that double coverage does not exist. Such proof shall be on a form supplied by the District and may include a sworn affidavit attesting that "double" coverage does not exist. Any other health insurance coverage, from any other source, shall constitute "double" coverage.

The District reserves the right to change insurance carriers at any time and shall be under no obligation to maintain a prior carrier under this provision.

## 9.2 Payment In Lieu of Health Insurance

The intent of this section is to eliminate payment for dual coverage.

A member will receive \$490 for a single plan, \$1,005 for a two-party plan, or \$1,520 for a family plan, whichever the member was eligible to receive, if the member does not elect to take the health insurance coverage.

A District-employed spouse, who is a member of this bargaining unit, is entitled to \$1,000, providing the other spouse is covered by a District-provided family or two-person health insurance plan.

The member understands that surrendering the health insurance is optional; and in order to be eligible, the member must show proof of other health insurance coverage. The member may re-enroll in the District health plan, but only during the open enrollment period at the end of the school year or due to a "legal status change" as defined by Section 125 of the IRS Code.

If, due to a legal change in status as defined by Section 125 of the IRS Code, the member needs to return to health insurance under the District's plan, the member must complete a full half-year without the District's health insurance coverage to receive the payment in lieu of health insurance on the half-year cycle.

The member will receive this payment, fifty percent (50%) payable in the first check in January and fifty percent (50%) payable the last check in June.

If there is any change in a tax law or the interpretation of such law, which alters the taxable status of the health insurance provided through this section, the

parties shall meet and negotiate any changes necessary to preserve the non-taxable status of the health insurance benefit.

9.3 Retirement Benefit

The unit member who retires may convert accumulated sick leave toward the payment of health insurance premiums of a single coverage contract under the District's health insurance program. Twelve (12) accumulated sick days may be converted to one year of health insurance, to a maximum of ten years. The District's cost for the annual premium of a single contract on the date of retirement shall be the maximum District share of the premium. The retired Association member shall be responsible for payment of insurance premiums over the District's cost.

The unit members will be paid for accumulated sick leave days at the rate of twenty-five dollars (\$25) per day for days over 120 to a maximum of 210.

In order to be eligible, members must be eligible to retire under the New York State Employees' Retirement System and must be retiring from the Barker Central School System. Such coverage shall continue until the accumulated conversion days are exhausted. It is understood that members must pay their own Medicare (Part B) premiums. Unit members who leave the Barker Central School District prior to obtaining eligibility age for the New York State Employee's Retirement System will not be eligible for any conversion of accumulated sick leave.

9.4 Tuition Credit

Tuition will be paid for courses completed at an accredited college or university. Such payment will be made for the "tuition" of courses and does not include travel, lodging, fees, books, etc. Maximum payment will be at the rate per hour set by SUNY. Such courses shall be directly related to current job descriptions or the job description of the next highest level of job responsibility (i.e., cleaner to repair person). Payment will be made upon successful completion of the course and receipt of the grade report and verification of payment from the attending college or university. Recommendation by the Director of Facilities and prior approval of the Superintendent is required.

ARTICLE X

UNSCHEDULED SCHOOL CLOSINGS

- 10.1 Central Services staff are required to report to work when school is officially closed on emergency days. Employees who are unable to report may take a vacation day(s), or sick day(s) or personal business day(s), whichever the employee chooses.

Employees in the Central Services staff shall be paid one (1) additional hour for each complete four (4) hour block worked, at their regular hourly rate, when an emergency school-closing day occurs. Dismissal is at the discretion of the Director of Facilities and Operations.

ARTICLE XI

USE OF PERSONAL CAR FOR SCHOOL BUSINESS

- 11.1 If a school vehicle is available, it should be used first. During the time an employee is voluntarily using his car for school business, not bargaining unit business, he shall be covered by the District's insurance. Any trip exceeding 20 miles one way must receive prior approval from the Superintendent. The employee will be reimbursed at the IRS mileage rate for miles driven.

ARTICLE XII

SALARY SCHEDULES

- 12.1 The salary schedules are as follows:

<b>CLEANERS AND GROUNDSPERSONS</b>			
	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
<b>Step 1</b>	\$23,916	\$24,633	\$25,371
<b>Step 2</b>	\$24,404	\$25,136	\$25,890
<b>Step 3</b>	\$24,893	\$25,639	\$26,408
<b>Step 4</b>	\$25,380	\$26,141	\$26,925
<b>Step 5</b>	\$26,483	\$27,277	\$28,095
<b>Step 6</b>	\$27,587	\$28,414	\$29,266
<b>Step 7</b>	\$28,769	\$29,632	\$30,520
<b>Step 8</b>	\$29,874	\$30,770	\$31,693
<b>Step 9</b>	\$30,976	\$31,905	\$32,862
<b>Step 10</b>	\$33,771	\$34,784	\$35,827

<b>CUSTODIAN</b>			
	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
<b>Step 1</b>	\$25,368	\$26,129	\$26,912
<b>Step 2</b>	\$25,960	\$26,738	\$27,540
<b>Step 3</b>	\$26,551	\$27,347	\$28,167
<b>Step 4</b>	\$27,141	\$27,955	\$28,793
<b>Step 5</b>	\$28,532	\$29,387	\$30,268
<b>Step 6</b>	\$29,922	\$30,819	\$31,743
<b>Step 7</b>	\$31,412	\$32,354	\$33,324
<b>Step 8</b>	\$32,894	\$33,788	\$34,801
<b>Step 9</b>	\$34,194	\$35,219	\$36,275
<b>Step 10</b>	\$37,180	\$38,295	\$39,443

<b>MAINTENANCE</b>			
	2005-06	2006-07	2007-08
<b>Step 1</b>	\$25,958	\$26,736	\$27,538
<b>Step 2</b>	\$26,533	\$27,328	\$28,147
<b>Step 3</b>	\$27,109	\$27,922	\$28,759
<b>Step 4</b>	\$27,685	\$28,515	\$29,370
<b>Step 5</b>	\$29,413	\$30,295	\$31,203
<b>Step 6</b>	\$31,141	\$32,075	\$33,037
<b>Step 7</b>	\$32,992	\$33,981	\$35,000
<b>Step 8</b>	\$34,721	\$35,762	\$36,834
<b>Step 9</b>	\$36,449	\$37,542	\$38,668
<b>Step 10</b>	\$39,904	\$41,101	\$42,334

The District reserves the right to hire at any wage above entry level salaries.

12.2 Advancement on the salary schedule shall take place on July 1 of each year.

12.3 Nonscheduled Salaries

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Head Cleaner	\$37,914	\$39,051	\$40,222

12.4 Pay For Temporary Assignment

Custodians, cleaners and grounds persons, who temporarily fill a position covered by this Contract on a continuous basis, shall, after twenty (20) consecutive days in said position, receive 100% of the difference between the highest step of the pay scale of the position held and the position to which they are advancing in addition to their contractual base pay.

Subsequent occurrences of temporary assignment of twenty (20) consecutive days or more, within twenty-four (24) months' of the termination of the preceding temporary

assignment, shall be compensated retroactively to day one at 100% of the difference between the highest step of the pay scale of the position held and the position to which they are advancing.

This clause (12.4) shall apply only to long-term temporary assignments of at least twenty (20) consecutive days due to injury, illness or vacancy in the position to which they are advancing.

12.5 Pay for Emergency/Overtime Work

Repair persons shall be paid two (2) hours call-in for emergencies beyond the regularly-scheduled work day and/or scheduled holiday. The rate for this payment shall be the regular hourly rate for persons called. No more than one call-in per twenty-four (24) hour period for the same work shall be recognized.

All other regular, full-time employees shall be paid time and one-half for overtime hours beyond the regularly scheduled work day and/or scheduled holidays.

Hours calculated for overtime work will include hours ordinarily paid for sick, holiday and vacation days.

12.6 Shift Differential

The shift differential for those working the 3:00-11:00 p.m. shift shall be \$.20 per hour. The shift differential for those working the 11:00 p.m. to 7:00 a.m. shift shall be \$.30 per hour.

12.7 Holiday Pay

Work performed on an actual holiday shall be paid at the rate of time and one-half for hours worked plus regular holiday pay.

ARTICLE XIII

13.1 Legislative Approval

It is agreed by and between the parties that any provision of this Contract requiring legislative action to permit its implementation by amendment of law or by appropriate legislative body has given approval.



13.2 Saving Provision

If at any time during the life of this Contract, any term or provision of this Contract is in conflict with any federal or state law, such term or provision as originally embodied in this Contract shall be restored in full force and effect through negotiations designated solely for this purpose. If any term or provision of this Contract is, or becomes invalid or unenforceable, such invalidity or unenforceability shall not effect or impair another term or provision of this Contract.

13.3 Complete Contract

This contract incorporates the entire understanding of both parties on all issues, which have been discussed during these negotiations. Therefore, both parties agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this contract, unless expressly and mutually agreed to otherwise.

BARKER CENTRAL SCHOOL DISTRICT

SUPERINTENDENT OF SCHOOLS

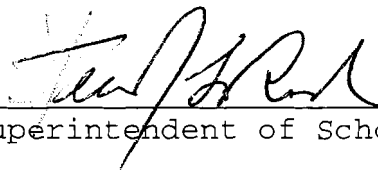
AND

BARKER CENTRAL SCHOOL CENTRAL SERVICES ASSOCIATION

This Contract made and entered into this 12th day of January, 2005, by and between the Superintendent of Schools, upon authorization from the Board of Education and the Barker Central Services Association. This Contract shall remain in full force and effect until the 30th day of June, 2008.

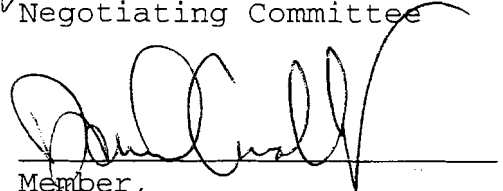
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives on the day and year first above written.

ATTEST:

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
Member,  
Negotiating Committee

  
\_\_\_\_\_  
Member,  
Negotiating Committee

  
\_\_\_\_\_  
Member,  
Negotiating Committee

