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**Contract Database Metadata Elements**

Title: **Fallsburg Central School District and Fallsburg Central School Custodial Unit, CSEA Local 1000, AFSCME, AFL-CIO, Sullivan County Local 853 (2010)**

Employer Name: **Fallsburg Central School District**

Union: **Fallsburg Central School Custodial Unit, CSEA, AFSCME, AFL-CIO**

Local: **Sullivan County Local 853, 1000**

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**AGREEMENT**

**by and between the**

**FALLSBURG CENTRAL SCHOOL DISTRICT**

**and the**

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

**LOCAL 1000, AFSCME, AFL-CIO**

**FALLSBURG CENTRAL SCHOOL CUSTODIAL EMPLOYEES UNIT**

**SULLIVAN COUNTY LOCAL 853**

**July 1, 2010 - June 30, 2014**

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### **PREAMBLE**

Agreement made as of February 17, 2011, between the Board of Education of Fallsburg Central School District ("District") and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Fallsburg School District Unit, Sullivan County Local 853 ("Association").

### **ARTICLE 1 - Applicable Law**

This contract shall be construed in accordance with the provisions of the Public Employees' Fair Employment Act, the provisions of the Civil Service Law, the provisions of the New York State Education Law, the Rules and Regulations of the Commissioner of Education, and generally in accordance with the Laws of the State of New York.

### **ARTICLE 2 - Recognition**

- A. The District recognizes the Association as the sole and exclusive representative for all employees in the bargaining unit, that is, for all permanent, provisional, and probationary non-teaching employees in the following job titles: custodians, cleaners, grounds person and head custodians.
- B. The District agrees that the Association shall be the sole and exclusive representative for the bargaining unit described in Article 2, Section A for the purposes of collective bargaining.
- C. The District shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, or its designated agents, regular membership dues, or agency shop fees and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deduction. Agency shop fees shall be remitted in a check separate from the check for deductions from members.
- D. The District will provide a roster of all employees in the bargaining unit to the Union President annually, during the month of September.

Additionally, the District will notify the Union President, within two weeks, of any changes in an employee's employment status. Such roster shall contain the employee's name, job title, date of hire, pay rate, and applicable longevity increment, differential, 20 year differential.

### **ARTICLE 3 - Management Rights**

The Association recognizes and acknowledges that the District has exclusive rights with regard to all wages, benefits and working conditions including but not limited to hire, assignment, duties, work schedules, overtime, promotions, transfers, leaves and

termination of employee services as established, required and/or permitted by law and precedent, except as otherwise abridged, terminated or modified by this Agreement.

**ARTICLE 4 - Work Schedule**

- A. The work day for the day shift shall consist of eight and one-half consecutive hours, including ½ hour duty free meal period (except during the months of July and August when the day shift shall consist of eight hours, including ½ hour duty free meal period), commencing at a scheduled time no earlier than 6:00 a.m. and no later than 10:00 a.m., Monday through Friday. The District may alter scheduled starting times as the needs of the District may require, provided, however, such alteration longer than one week in duration shall be made upon 30 days notice to the employee, unless notice is waived by the employee.
- B. The regular workweek shall be Monday through Friday.
- C. The workday for the night shift shall consist of eight consecutive hours, including ½ hour duty free meal period, commencing at a scheduled time no earlier than 1:00 p.m. and no later than 4:00 p.m. The District may alter the scheduled starting times as the needs of the District may require provided, however, alterations longer than one week in duration shall be made upon 30 days notice to the employee, unless notice is waived by the employee.
- D. An optional workweek, Tuesday through Saturday, may be available at the employee's request.
- E. Covered employees may leave the building during the ½ hour meal period with permission of their supervisor, if adequate coverage can be maintained. The meal period may not be tied into the break period.
- F. The Superintendent of Building and Grounds may, notwithstanding the terms of Article 4, Section A, adjust the work schedule on days of inclement weather and other emergencies.
- G. Employees shall be afforded a ½ hour duty free meal break.
- H. All employees may be required, at the discretion of the supervisor, to report to work on officially declared snow days, at their regular scheduled starting time.
- I. Notwithstanding anything to the contrary in this Agreement, in the event the District changes hours of classroom instruction at any facility, the District shall have discretion to adjust the workday to accommodate such changes.
- J. Seniority shall mean the length of continuous employment with the District. Seniority shall be the determining factor in the selection of vacation periods. An employee will not accrue seniority during periods of unpaid leaves of absence. However, this shall not apply to employees who are on unpaid leaves of absence due to injuries or disabilities which are compensable under Workers Compensation.

**ARTICLE 5 – Overtime**

- A. The District shall use its best efforts to distribute overtime equitably among all qualified employees.
- B. There shall be no discrimination against any employee who declines to work overtime.
- C. Overtime shall be paid time and one half per hour. Overtime shall be paid for all work time in excess of 8 hours per day, or 40 hours per week.
- D. All staff members participating in graduation arrangements shall be paid the overtime rate of one and one-half the hourly rate for all hours worked.
- E. An employee who is called back to work shall be paid for a minimum period of three hours regardless of the time it takes to perform the specific task assigned to the employee who is called back. Employees who are held over from their normal work shift shall be paid for time actually worked.
- F. The overtime rosters shall be posted conspicuously in order that employees can determine their standing on such lists.
  - 1. Voluntary overtime roster:

A rotation list shall be set up in the order of seniority. Overtime shall be offered to qualified employees in the order of seniority. Refusal of overtime shall be treated as overtime worked for the placement on the rotation list.
  - 2. Mandatory overtime roster:

The rotation list shall be set up on the basis of the inverse order of seniority. If no one on the voluntary overtime roster accepts overtime, overtime shall be assigned.

Both overtime rosters shall include date of overtime worked, name of employee who worked overtime, and number of hours worked.
- G. All approved leave will be counted as time worked for the computation of overtime.

**ARTICLE 6 – Holidays**

- A. The following days shall be considered as holidays for unit employees:

Memorial Day	Good Friday
Day before New Years	Martin Luther King Day
New Years Day	Labor Day
July 4 <sup>th</sup>	Rosh Hashanah
Veterans Day	Yom Kippur
Columbus Day	Thanksgiving Day
Day before Christmas	Christmas Day
Lincoln’s or Washington’s Birthday (at the option of the District)	

- B. If an employee works on any of the holidays listed above, he shall be paid, in addition to his holiday pay, at the rate of one and one-half for all hours worked on that day.
- C. If school is closed on Thursday for a holiday and also on Friday, the custodial staff shall have that Friday off also.
- D. When a holiday occurs on a Saturday or Sunday, employees shall have the following Monday off, except in cases in which the holiday is celebrated in the District on Friday, in which case employees shall have Friday off.
- E. In the event a holiday falls on a day school is in session, the District and the Union will agree beforehand whether employees will be paid at the applicable rate for working on a holiday, or take another day off as compensatory time.
- F. The District will provide up to two (2) paid “unofficial holidays” as a result of unused snow days pursuant to the teacher calendar.

**ARTICLE 7 – Vacations**

The vacation schedule for employees shall be as follows:

- A. After one (1) but less than five (5) years of employment, two weeks vacation with pay.
- B. After five (5) but less than ten (10) years of employment, three (3) weeks vacation with pay.
- C. After ten (10) years of employment, four (4) weeks vacation with pay.
- D. Employees shall be expected to sign up for vacations within a schedule established by the District and no later than two weeks prior to requested vacation. In the event of a conflict in vacation periods requested by employees, the principle of seniority by category shall prevail.
- E. If a holiday occurs during an employee’s vacation period, the employee’s vacation shall be extended one (1) additional day.

**ARTICLE 8 - Vacancies and Promotions**

- A. All vacancies shall be posted in every school building, clearly setting forth a description and the qualifications for the position and salary range.
- B. Custodial personnel who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his designated administrator, with a copy to the appropriate building administrator.

- C. All appointments to the aforesaid vacancies and openings shall be based on qualifications and experience. Appointments shall be made without regard to age, race, creed, color religion, nationality, marital status, sex or ancestry.

**ARTICLE 9 - Grievance Procedure and Employee Disciplinary Procedure**

- A. Any employee subject to disciplinary action shall receive notice of such action in writing which shall contain a description of the acts and conduct for which discipline is imposed.
- B. No employee shall be disciplined, reduced in rank or compensation, or deprived of any custodial advantage without just cause.

Stage 1: Superintendent of Buildings & Grounds:

- A. An employee having a grievance will discuss it with his Superintendent of Buildings and Grounds, either directly or through a representative, with the objective of resolving the matter informally. The Superintendent of Buildings and Grounds will confer with all parties in interest, but in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.

An employee shall have the right to be represented at any stage of the procedure by a person or persons of his own choice.

- B. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent of Buildings and Grounds. Within ten (10) days after the written grievance is presented to him, the Superintendent of Buildings and Grounds shall without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the employee or his representative.

Stage 2: Business Administrator:

- A. If the employee initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the employee shall within five (5) school days present the grievance to the Association's Grievance Committee for its consideration.
- B. If the Grievance Committee determines that the employee has a meritorious grievance, then it will file a written appeal of the decision at Stage 1, with the Business Administrator within twenty (20) school days after the employee has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- C. Within ten (10) school days after receipt of the appeal, the Business Administrator, or his duly authorized representative, shall hold a hearing with the employee and the Grievance Committee or its representative and all other parties in interest.



- D. The Business Administrator shall render a decision in writing to the employee, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing.

**ARTICLE 10 - Compatibility With Law**

- A. The Union affirms that it does not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike.
- B. If any provision or term of the Agreement shall be finally deemed by any court to be contrary to law, then such provision or term shall not be applicable, except to the extent permitted by law. All other provisions and applications shall continue in full force and effect.

**ARTICLE 11 - Union Rights**

- A. The Union shall have the right to post information and notices on a designated bulletin board in the Custodial Lunch Room.
- B. The officers and agents of the Association shall have the right to visit the District's facilities for the purpose of adjusting grievances or assisting in the administration of this Agreement and shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations.

**ARTICLE 12 - Leave Provisions**

- A. Sick Leave - All custodial staff employees shall be granted eighteen (18) days each for personal illness which shall include the illness of a child, parent or spouse. Routine local health and dental examinations of an employee which can be scheduled in advance, shall not be deemed personal illness. Sick leave may be extended at the direction of the Superintendent of Schools for a prolonged illness, but without pay. Sick leave shall be cumulative up to one hundred eighty (180) days. Upon retirement, in accordance with the provisions of the NYS Employee Retirement System, the District will pay \$15.00 for each sick day employees have standing to their credit, up to a maximum of 180 days. Effective July 1, 2003, the District will pay \$25.00 for each sick day, upon retirement, up to a maximum of 180 days.
- B. The Business Administrator may require a medical certificate for any sick leave taken for more than three (3) consecutive days.
- C. All employees shall be granted three (3) personal leave days per year which shall be cumulative. However, any unused personal days shall be added to the employee's accumulated sick leave, subject to the maximum sick leave of 180 days.

- D. Personal leave may be granted only for personal business that cannot be transacted during the employee's working day. Such leave shall be granted provided the employee notifies the Superintendent of Buildings and Grounds in writing three (3) days in advance, or as soon as the employee knows of his need for such leave.
- E. Personal leave shall not be requested for days immediately prior to or subsequent to holidays or vacation periods or days on which the employee is responsible for specifically assigned duties in connection with the operation of school activities.
- F. In the event of a death in the employee's immediate family, on each occurrence, employees shall be afforded two (2) days leave, which shall be non-cumulative. This leave for death in the immediate family may be extended an additional three (3) days, but in the event any additional leave is taken, it shall be deducted from sick leave in paragraph A above. The term immediate family shall include father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, grandparent, grandchild and other dependents.
- G. The District will provide a supplemental income benefit, up to a maximum of 10 workdays, to those employees who are receiving Workers Compensation insurance. Such benefit will provide the difference in salary between the sum they receive from Workers Compensation and their regular rate of pay. Once the supplemental income is exhausted, employees may use their sick leave to make up the difference in pay between their regular salary and their Workers Compensation payment. Upon exhaustion of the 10 days, the District will allow employees to use their sick leave to make up for any loss of pay while receiving Workers Compensation insurance.
- H. The District will pay each employee a bonus based on his or her sick day usage during a year. A year shall be considered July 1 through June 30.

0 Sick Days Used	\$500.00
1 Sick Day Used	\$300.00
2 Sick Days Used	\$200.00
3 Sick Days Used	\$100.00

If an employee takes an unscheduled leave (sick, personal, vacation, etc.) on a day that the District declares a snow day, that employee will not qualify for the above sick leave incentive.

**ARTICLE 13 - Health Insurance**

- A. Effective July 1, 2009, the District shall pay 90% of the individual or family health insurance premium under the Dutchess Educational Health Insurance Consortium Alternate PPO Plan or any District-sponsored HMO's with employees contributing 10% of the cost of the plans.

Employees with 20 years or more of service with the District shall be entitled to 100% individual medical insurance coverage paid by the District after retirement

or the employee may elect to keep the family medical insurance coverage at the current contribution rate of the rest of the bargaining unit. The District will provide an IRS Section 125 Plan.

- B. The District may change health insurance plans upon 90 days notice to CSEA, provided the new plan is comparable to the old plan. Comparable shall mean that each benefit in the new plan will not have to be the same as in the old plan, but that the new plan will not result in a reduction in total benefits than those provided in the old plan. If the Union disagrees with the new health insurance plan, it may submit the matter to binding arbitration by filing a Demand for Arbitration with the Public Employment Relations Board.
- C. Unit members may elect to decline and require the District to buy out their entitlement to medical coverage. The amount the District shall pay to buy out such coverage will be 50% of the cost of the insurance premium that the District would have had to pay for such coverage if the unit member did not elect to have his coverage bought out. The District, in its sole discretion, may determine some other amount as the consideration for buying out a unit member's medical coverage. In such event, the District will provide the CSEA with 30 days' notice of the change, and any unit member electing during such notice period to require the District to buy out his medical coverage will have the option of doing so at either the rate prevailing prior to the effective date of the change or the new rate.

Unit members electing to require the District to buy out their entitlement to medical coverage may do so only if they (1) notify the Superintendent in such form and manner specified by him, of such election on or before June 1 preceding the start of the school year for which the buy out election is made, and (2) submit proof on or before said date of alternative insurance coverage. The buy out payment shall be equally distributed in the unit member's paycheck during the course of the school year and shall be subject to normal deductions.

Re-entry to the District's medical coverage plan will be subject to: (a) the plan's guidelines, (b) submission of proof that alternative insurance is no longer available, and (c) repayment of any buy out money paid by the District.

Unit members must complete an election form for each year in which they elect a buy out.

Newly hired employees may decline medical coverage upon proof of alternative coverage and submission of the election for within ten (10) working days after starting employment. The buy out payment will be pro-rated to reflect the portion of the year remaining.

Money paid pursuant to this provision shall be included in payroll for purposes of computing retirement entitlements, unless the District is advised by the administrators of the retirement system that this would be improper.

**ARTICLE 14 - Retirement**

- A. All permanent employees of the custodial staff must be members of the New York State Employees Retirement Plan.
- B. The retirement plan for the members of the Fallsburg Central School District who belong to the New York State Retirement System shall be that plan known as the 75I, 41J and 60B Plan.
- C. \$1,000.00 shall be added to the compensation of any employee with ten (10) years consecutive service to the District who retires and gives **thirty (30) days notice to the school district**. This amount is not available in addition to any similar amount included in a District offered retirement incentive package.

Comment [SS1]: Amended 12/21/2011 BOE mtg.

Members who were employed as a substitute worker and were hired to full time position and have brought their time back in the NYS Retirement System shall have this time counted toward time of service in the school district for the purpose of retirement benefits. The break in service between the changing of positions, from sub worker to full time must be less than six (6) months for this benefit.

**ARTICLE 15 - Supplemental Allowance**

- A. The District shall provide, without cost to the employee, 5 complete uniforms per year, a work shoe allowance of \$175.00 per year, and 1 cold weather coat/jacket every other year.
- B. A committee selected by the custodial staff and under the direction of the Superintendent of Buildings and Grounds, will make the final determination as to color, etc. of the uniforms and coats.
- C. A uniform shall consist of shirt or blouse, pants and shoes. All uniforms will have District and employee identification on blouses, shirts or dresses. All uniforms shall be maintained in good condition. Employees shall be required to be in uniform while on duty.

**ARTICLE 16 - Child Care Leave**

- A. Employees shall be granted childcare leave upon written application to the Superintendent. Such application shall so far as possible, be made at least three (3) months in advance.
- B. Such leave shall normally be for a period not to exceed one year but may be extended for a period on no more than 1 year with approval of the District if the employee so requests. No salary or benefits will be available to the employee during the period of the leave, nor shall the employee accumulate additional leave during said leave. However, sick accumulated prior to the leave shall be retained and will be reactivated upon return to the District.

- C. Notice of intent to return shall be given the District no later than sixty (60) days prior to return.

**ARTICLE 17 - Dental Insurance**

The District will provide dental insurance to bargaining unit employees to the same extent and through the same carrier as it provides dental insurance coverage to the District's professional staff, pursuant to its agreement with the Fallsburg Teachers Association expiring June 30, 1992, and any successor agreement.

**ARTICLE 18 - Disability Insurance**

Effective October 1, 1994, or as soon thereafter as is practical, the District shall provide a disability insurance plan similar to New York State Disability to cover a portion of the employee's salary in the event of an off the job injury. The District's liability, pursuant to this paragraph, is limited to \$.60 per week per covered employee.

**ARTICLE 19 - Joint Labor/Management Committee**

A Joint Labor/Management Committee shall be formed, comprised of an equal number of representatives of the District and the Association, not to exceed three (3) persons from either side, to discuss problems including the administration and implementation of the Agreement. Meetings shall be held by mutual consent.

**ARTICLE 20 - New Hires**

The District will hire all new employees after consultation with the Association President/or his designee. The final decision to hire rests solely with the Superintendent. This article shall not be grievable under the CBA nor in any and all other forums.

**ARTICLE 21 DURATION OF CONTRACT**

This agreement shall take effect July 1, 2010 and shall continue in full force and effect until June 30, 2014.

IN WITNESS HERETO, the parties hereto have caused these presents to be signed by their duly authorized officers and representatives, on November 30, 2011.

**Board of Education**  
**Fallsburg Central School District**

**Fallsburg Central School District**  
**Custodial Unit CSEA**

BY: Ivan Katz  
Superintendent of Schools

BY: Angelo Pacheco, II  
CSEA Unit President

Chris Decker  
Labor Relations Specialist

**APPENDIX A**

**SALARY SCHEDULE – CUSTODIAL UNIT**

2009 2010	STEP	2010 2011	2011 2012	2012 2013	2013 2014
27,493	1	28,043	28,604	29,176	29,760
27,923	2	28,481	29,051	29,632	30,225
28,353	3	28,920	29,498	30,088	30,690
28,779	4	29,355	29,942	30,541	31,152
29,210	5	29,794	30,390	30,998	31,618
29,638	6	30,231	30,836	31,453	32,082
30,685	7	31,299	31,925	32,564	33,215
31,730	8	32,365	33,012	33,672	34,345
32,776	9	33,432	34,101	34,783	35,479
33,755	10	34,430	35,119	35,821	36,537
34,740	11	35,435	36,144	36,867	37,604
35,715	12	36,429	37,158	37,901	38,659
36,696	13	37,430	38,179	38,943	39,722
37,677	14	38,431	39,200	39,984	40,784
38,658	15	39,431	40,220	41,024	41,844
39,530	16	40,321	41,127	41,950	42,789
40,626	17	41,439	42,268	43,113	43,975
41,722	18	42,556	43,407	44,275	45,161
42,818	19	43,674	44,547	45,438	46,347
43,914	20	44,792	45,688	46,602	47,534

**SALARY SCHEDULE – HEAD CUSTODIAN**

2009 2010	STEP	2010 2011	2011 2012	2012 2013	2013 2014
34,099	1	34,781	35,477	36,187	36,911
35,047	2	35,748	36,463	37,192	37,936
35,750	3	36,465	37,194	37,938	38,697
36,575	4	37,307	38,053	38,814	39,590
37,403	5	38,151	38,914	39,692	40,486
38,227	6	38,992	39,772	40,567	41,378
39,054	7	39,835	40,632	41,445	42,274
39,879	8	40,677	41,491	42,321	43,167
40,705	9	41,519	42,349	43,196	44,060
41,529	10	42,360	43,207	44,071	44,952

As of the date of the signing of this agreement, employees with more than 20 years of service add \$500 for each additional year of service until their retirement or resignation from the District.

**LONGEVITY**

Upon completion of 5 years of service, employees shall receive an additional \$300 annually, to be paid on a pro-rated basis with each paycheck.

Upon completion of 10 years of service, employees shall receive an additional \$600 annually, to be paid on a pro-rated basis with each paycheck.

Upon completion of 15 years of service, employees shall receive an additional \$900 annually, to be paid on a pro-rated basis with each paycheck.

Upon completion of 20 years of service, employees shall receive an additional \$1,200 annually, to be paid on a pro-rated basis with each paycheck.

**DIFFERENTIALS**

The Head Custodian, Custodians and Maintenance Employees will be paid according to their respective salary schedules except that each step in each year will be increased by the following differentials:

Custodians:	Add \$2,000 to each step.
Maintenance Employees:	Add \$1,000 to each step.
Head Custodian:	Add \$6,000 to each step.

Employee Permanently Assigned Courier Duties:	July 1, 2004, and thereafter, add \$1,000 to each step.
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