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William Floyd Ufsd And Csea Local
870 (Maintenc/Custodl/Grnds)

688 SD
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COLLECTIVE BARGAINING AGREEMENT

between

WILLIAM FLOYD SCHOOL DISTRICT
of the
MASTICS-MORICHES-SHIRLEY

and

Civil Service Employees Association Inc.,
Local 1000 AFSCME, AFL-CIO,
WILLIAM FLOYD
MAINTENANCE/CUSTODIAL/GROUNDS UNIT
Suffolk Educational Local No. 870
CSEA/AFSCME, AFL-CIO

July 1, 2000 June 30, 2003

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

82

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COLLECTIVE BARGAINING AGREEMENT

between the

BOARD OF EDUCATION
William Floyd Union Free School District
of the Mastics-Moriches-Shirley

and

Civil Service Employees Association Inc.,
Local 1000 AFSCME, AFL-CIO,
WILLIAM FLOYD
MAINTENANCE/CUSTODIAL/GROUNDS UNIT
Suffolk Educational Local No. 870
CSEA/AFSCME, AFL-CIO

July 1, 2000.....June 30, 2003

I. RECOGNITION

The Board of Education of the William Floyd Union Free School District, hereinafter "the District", of the Mastics-Moriches-Shirley, in accordance with the provisions of Article 14, Section 204 of the Civil Service Law grants exclusive recognition to the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, hereinafter "the Association", the recognized union by the William Floyd Maintenance/Custodial/Grounds Unit, Suffolk Educational Local No. 870, CSEA/AFSCME, AFL-CIO as the negotiating agent for the maintenance, custodial and Grounds employees. Recognition is based on the pledge that the William Floyd Maintenance/Custodial/Grounds Unit may not participate in strike action against the School District.

The employer, its supervisors, chief and head custodians, or other representatives shall not solicit, negotiate or enter into any agreement or arrangement with any employee who falls within the scope of this agreement. In the event any such agreements are made, they shall not serve to void any portion of the contract or set any precedent contrary to the provisions of this contract. Upon notice from the union, the employer shall cease and desist compliance with such extra-contractual agreement retroactive to date of actual agreement, providing such agreement is in violation of contract.

The bargaining agent shall be granted time to process a grievance or contact its employees if necessary; provided, however, where time is requested to file a grievance or to contact employees during work hours, notice to superintendent shall be given. The superintendent's determination as to the necessity of taking such time shall be final; in all cases CSEA representative shall attempt in the first instance to arrange meeting during non-working hours.

II. AGENCY SHOP/DUES DEDUCTION

After a full-time employee within the jurisdiction of this bargaining unit has completed thirty (30) days of employment to the School District, the Association shall have exclusive rights to payroll deductions of dues and premiums for union-sponsored insurance and benefit programs, and agency shop fee deductions for all employees covered by this agreement. Such dues and/or agency shop fees shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Association. The District shall, following each pay period, deduct such dues or agency fees from bargaining unit members' paychecks and transmit the amounts so deducted to the Civil Service Employees Association, Albany, New York.

The Association shall be obligated to create and maintain a fully legal and adequate refund procedure for agency payers who object to illegal expenditures.

The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability, including reasonable attorney's fees, that shall arise out of or by reason of actions taken or not taken by the District for the purposes of this article.

III. APPOINTMENTS

- A. Fingerprinting shall be a continuous condition of employment for new employees who are not fingerprinted by the time of hire. Such employees shall be required to be fingerprinted during the first 26 weeks of employment at such time as the District shall direct.
- B. All new employees shall be required to be examined by a licensed medical doctor, at the District's expense, prior to beginning employment as a custodial/maintenance/grounds worker in the District. The written medical documentation shall indicate the employee's capacity to fulfill the essential functions of the position.
- C. Employees shall serve a probationary period of twelve (12) months prior to being granted a permanent appointment. Employees granted a permanent appointment shall be subject to the Provisions of Article V, Section 75 of the Civil Service Law as though they were competitive employees.
- D. Effective July 1, 1991, new hirees shall obtain rights pursuant to Section 75 of the Civil Service Law as though they were competitive employees, after rendering 12 months of actual service to the district.

IV. EMPLOYMENT CONDITIONS

- A. **Vacancies** - All vacancies shall be posted within ten (10) days of the occurrence of the vacancy. All vacancies will be posted one (1) time only for a period of seven (7) calendar days.

Only full-time permanent employees will be eligible to bid for vacancies. Persons not in their present building assignment for a minimum of six (6) months will be ineligible to bid. Bidders will be allowed to bid on a first and second choice of positions posted.

Preference with regard to the filling of vacancies will be given to the senior employee, if in the opinion of the Assistant Superintendent said employee is able to do the job in question, has demonstrated he or she will conscientiously perform the functions of the job, and placement of said employee shall not adversely affect the mission and purpose of the District. The above-referenced opinion shall be exercised in accordance with the standards set forth in this clause.

Positions to be eliminated as a result of normal attrition may not be posted at the discretion of the District. "Normal attrition" means the occurrence of a vacancy due to the resignation or retirement of an employee.

- B. All employees shall perform work within specific job titles. Each employee shall receive a job description and a duty statement reflecting the primary duties and responsibilities of his/her position. Duties and responsibilities within a specific job title may be rotated in an effort to equalize work loads or improve efficiency of custodial services. Nothing stated above shall deny management of its right to assign work in order to keep its facilities operational.

- C. **Work Week** - All employees are required to work five (5) consecutive days, for a maximum of 37 1/2 hours per week. Absent the notice provided for herein, the District shall not change the starting or ending time of any employee's shift by more than two hours in any three-month period. Notice of such shift change shall be given at least fourteen (14) days in advance of the commencement of the new shift.

Employees affected by the proposed shift change shall have the authority to bump less senior employees. The District shall recognize a maximum of five (5) bumps per shift change.

An employee whose scheduled shift overlaps with a holiday (designated on the holiday calendar established by the Superintendent of Buildings and Grounds) shall be permitted to perform his/her duties during the preceding shift to the extent that the scheduled shift overlaps in time with the holiday. For example, if a holiday begins at 12:00 a.m. and the scheduled shift runs from 8:00 p.m. to 4:00 a.m., an employee may work from 4:00 p.m. to 12:00 p.m. during the 8-hour period preceding the start of the holiday. Failure to exercise this option will not

entitle the employee to the double time rate of pay for those hours that the employee works on the date of the holiday.

Emergency Call Back - Emergency call back shall be defined as being called back to work after having left the job. Emergency call backs on the first through sixth day of the employee's regular work schedule shall be paid at time and a half for a minimum of three hours. Call backs on the employee's seventh day shall be paid at double time for time actually worked. At no time will an employee be paid less than one hour at double time for a call back in the seventh day. Call backs on holidays shall be paid at double time for three hours or time actually worked, whichever is greater.

D. Overtime

1. Rotation of Overtime

a. Custodial Staff - The District shall maintain a rotating overtime list by building. The building list will be updated on July 1, October 1, January 1 and April 1 to reflect any changes in seniority within the building. Employees shall be offered overtime by seniority and within job titles. Refusal of overtime shall be shown on the rotation list as time worked. If the employee is absent or could not be contacted for overtime, that employee will be marked absent and the next most senior individual will be offered the overtime. When the next opportunity for overtime arises, the person marked with an absence shall be given the right of first refusal for overtime. After those marked absent have either accepted or refused the overtime offered, the rotation continues where it left off had no absences occurred.

The format outline in Appendix 1, which is made a part of this agreement, shall be used to record overtime in every building. The District shall use custodians from the building requiring the overtime when the overtime is scheduled in advance for planned activities beyond the normal work schedule. If no one is available, the District will canvass the other buildings if practicable before calling substitutes. The process for assigning this overtime on a rotating basis shall be as follows:

The Association shall provide the District with a District wide list of employees interested in overtime. The list shall be prepared in seniority order so that the most senior employee shall be first and the least senior employee last. The list will be updated by the Association on July 1, October 1, January 1, and April 1 to reflect any changes in seniority or employees interested in overtime. Overtime shall be offered on a seniority basis in accordance with the overtime list. The District shall canvas the first ten (10) names on the list to offer overtime. If after ten (10) employees have been contacted, the District has not located an employee for overtime, the District shall determine which employee shall be assigned the overtime. Refusal of overtime shall be shown on the rotation list

as time worked. If the employee is absent or could not be contacted for overtime, that employee will be marked absent and the next most senior individual will be offered the overtime. When the next opportunity for overtime arises, the person marked with an absence shall be given the right of first refusal for overtime. After those marked absent have either accepted or refused the overtime offered, the rotation continues where it left off had no absence occurred. The format outlined in Appendix 1, which is made a part of this agreement, shall be used to record overtime in the District.

b. Maintenance and Grounds Departments - The maintenance and grounds departments shall maintain their own separate overtime lists. The procedure for selection of overtime for custodial employees shall apply to the maintenance and grounds departments except that canvassing shall not be required. If no maintenance and grounds personnel are available for overtime, the District will assign overtime to any willing individual which the District deems qualified.

c. All Departments/Buildings - For emergencies or short notice, substitutes may be used if building personnel are not available. Paid vacation time shall be considered time worked for the purpose of calculating overtime. Sick days taken immediately preceding overtime shall not be valid without medical verification.

2. Calculation of Overtime

a. Overtime pay (time and one-half regular hourly rate) will be paid for credited hours which exceed 37.5 hours per week. Scheduled overtime on the employee's "sixth" day will be paid at time and one-half. Scheduled overtime on the employee's "seventh" day or scheduled holiday will be paid at a double time rate.

b. Credited hours for determining hours per week shall include only the following:

- (I) Scheduled holidays in which the employee is paid his/her regular daily rate of pay.
- (II) Scheduled vacations in which the employee is paid his/her regular daily rate of pay.
- (III) Bereavement days which have been approved for payment.
- (IV) Sick days taken immediately preceding overtime if the employee submits a physician's verification of the illness for each such sick day.

- (V) Absence from work without pay or valid excuse acceptable to the District shall not be considered credited hours for determining overtime.
- (VI) Jury duty will be considered time worked for purposes of calculating overtime.
- (VII) The three personal days credited to each employee each year shall be considered as time worked for the purposes of calculating overtime. If an additional two personal days are approved, those days will not count as time worked for purposes of crediting overtime.

- E. **Uniforms** - All permanent employees shall wear the approved uniforms which will be issued no later than September 30 of each year. Uniforms and safety shoes must be worn at all times. Winter jackets and foul weather gear will be provided to all groundsmen, maintenance men and the material control clerk. Lost or stolen gear shall be the responsibility of the employee. By June 15 of each year, the Supervisor shall determine which winter jackets will be replaced for the next school year. Two sets of foul weather gear (jackets and pants) will be issued to each building by September 30 of each year and will be under the control of the head custodian. Shoe allowance for all employees shall be \$100.00 per year.
- F. **Meal Allowance** - Employees required to work after 9 consecutive hours of work will be entitled to a \$6.00 meal allowance. After 12 consecutive hours of work, employees will be entitled to another \$6.00 in meal allowance. More than 15 consecutive hours will entitle employees to an additional \$6.00.
- G. **Physical Examinations** - The Board of Education reserves the right to require any employee to be examined by a school-appointed physician at District expense in order to determine the employee's ability to continue employment.

V. **SALARIES**

- A. Increases shall be as follows for all employees:

July 1, 2000 - \$1200.00;
July 1, 2001 - \$1250.00;
July 1, 2002 - \$1300.00

Entry Level salaries shall be as follows:

GROUP	7/1/00	7/1/901	7/1/02
Custodian	25,875	27,125	28,425
Maintenance	26,775	28,025	29,325
Grounds	26,375	27,625	28,925
10-month employee	18,263	19,304	20,387

- Ten month salary at entry level will be increased by 10/12th of the above increases.
 - The employer may in its sole discretion appoint a lead custodian to supervise a work shift of its choice. In such an event the person selected shall be paid an additional stipend of 12% above the employee's then-current base salary. Base salary is defined as the then-current salary entitlement minus emergency call back pay, longevity pay, overtime pay or similar incentives paid to an employee for work performed beyond his/her scheduled work assignment. Appointment as a lead custodian may be rescinded at any time and such rescission shall not be subject to the grievance procedure provided for in this agreement.
 - Any person moving to a higher pay category by reason of length of service shall commence receiving salary at the next highest level on the July 1 following his/her attainment of the required service.
- B. Out-of-Title-Pay** - Where out-of-title service by reason of the unavailability of an employee in title and a custodian, maintenance mechanic or groundsman is called to serve in such capacity for a period of 4 hours or more in any given day (including Saturday & Sunday), such employee shall receive two (2) hours of pay at the rate of time and a half. Requests for time and a half payments under this provision will be reviewed and approved by the Superintendent of Buildings and Grounds.
- C. Night Differential** - An employee shall receive, in addition to his/her regular salary, an amount equal to 10% of his/her salary if assigned to a shift starting later than 3:00 p.m. For shifts commencing between 12:00 noon and 3:00 p.m., 10% differential shall be paid for time worked after 3:00 p.m.

VI. PROMOTIONS/TRANSEERS

- A. Within Job Classification** - In cases of transfers, vacancies, new positions, promotions, layoffs and vacations, seniority shall be the determining factor provided the employees involved have equal qualifications and experience. Seniority shall be defined as per Article XV of the agreement.

B. Between Job Classifications - Employees promoted to or transferring from one job classification to another shall be paid as follows:

Custodial to Grounds	\$650
Grounds to Maintenance	\$650
Custodial to Maintenance	\$1300

For employees moving from a higher paid category to a lower paid category, an amount will be deducted equal to the amount added to his/her salary when he/she first moved to a higher paid category.

Employees entering the grounds or maintenance category and subsequently transferring to the custodial category will maintain seniority.

VII. LONGEVITY

Effective July 1, 2000, employees with four (4) or more years of continuous service shall be awarded cumulative longevity payments. Longevity pay shall be computed on employee's adjusted anniversary date of employment in the District and the method of payment shall be determined annually by the employee unit. Longevity pay shall be as follows:

2000-01:	\$250 upon completion of four (4) years of service \$675 upon completion of eight (8) years of service \$775 upon completion of twelve (12) years of service \$875 upon completion of sixteen (16) years of service \$1,275 upon completion of twenty (20) years of service
2001-02:	\$300 upon completion of four (4) years of service \$700 upon completion of eight (8) years of service \$800 upon completion of twelve (12) years of service \$900 upon completion of sixteen (16) years of service \$1,300 upon completion of twenty (20) years of service
2002-03:	\$350 upon completion of four (4) years of service \$725 upon completion of eight (8) years of service \$825 upon completion of twelve (12) years of service \$925 upon completion of sixteen (16) years of service \$1,325 upon completion of twenty (20) years of service

Employees eligible for longevity payments as determined by their anniversary date shall receive such payment based on their anniversary date. Payment shall be made on the first pay period following their anniversary date for each of the years indicated.

VIII. FRINGE BENEFITS

- A. All eligible employees who elect to obtain medical or dental insurance from the District shall be entitled to participate in the William Floyd Self-Insured Medical and Dental Plans. Effective July 1, 1992, dental benefits shall equate with current Teachers' Association Plan except that all participating employees shall be required to use PPO (Participating Providers). A minimum of 50 Suffolk County dentists must be signed up for the PPO plan to be effective. Any member of the unit who utilizes a non-PPO dentist will be reimbursed at PPO rates. All eligible employees will participate in the medical, prescription drug and optical program in which District teachers currently participate.

One hundred (100%) percent of the premium cost as determined by Island Group Administration, Inc., of individual and family coverage shall be paid for by the District for employees enrolled in district medical, prescription drug, optical plans and dental plans as of July 1, 1997;

Effective September 1, 1997, 95% of such cost shall be contributed by the District and 5% by the eligible employee for individual and family coverage for those employees who enrolled in the District medical, prescription drug and optical plans and/or dental plans after September 1, 1997. Upon satisfactory completion of the twelve (12) month probationary period, the District shall pay one hundred (100%) percent of the premium costs of individual and family coverage for such employees.

Upon completion of the first six-months of the probationary period, the employee shall be entitled to subscribe to the district-wide dental and optical plans.

Members of the unit shall not be eligible for the District's health insurance and prescription drug coverage while eligible for coverage under the plan of a spouse that provides for the Empire Plan (Core Plus All Enhancements) or for a plan which matches the Empire Plan or a plan which provides better coverage and for which the spouse's employer contributes 90% of the premium or more. If the spouse's employer contributes 85% to 89% of the premium, the District may, at its option, decline to cover the unit member and pay to the unit member an amount equivalent to the difference between the spouse's percentage coverage and 90% coverage.

When a husband and wife are each a member of this bargaining unit only one (1) shall be eligible to enroll in the health insurance plan provided under this collective bargaining agreement. It shall be the sole discretion of the affected couple to designate which of them shall be the health plan enrollee.

- B. The District shall contribute into the employees' retirement plan 75i for Tier I and Tier II employees. In addition, the district shall provide the guaranteed ordinary death benefit as per the appropriate tier under the New York State Employees' Retirement System.

- C. Effective April 1, 2001, the District shall pay 100% of the cost of a life insurance policy of not less than \$25,000 for each unit member. Each member shall have the option of securing an additional \$5,000 at his/her own expense.

IX. HOLIDAYS

Employees shall be entitled to fifteen (15) paid holidays. All other holidays shall be mutually agreed to by the employees' unit, the supervisors' unit and the Superintendent of Schools. Under no conditions shall Election Day be deemed a holiday, nor shall holidays occur when school is officially in session.

X. LEAVES

- A. **Sick Leave** - Employees who complete one year of service by July 1 will receive six (6) days, plus 1/2 sick day per month for a total of twelve (12) days per year. New employees earn one (1) sick day for each month of employment. Sick leave is cumulative to a maximum of two hundred and five (205) days. Employees shall be required to furnish a doctor's certificate for any illness lasting three (3) or more consecutive work days. The certificate shall contain a statement by a physician as to the nature of the illness, the date(s) upon which the employee needed to absent himself/herself from work and verification of their ability to return to their normal duties.
- B. **Workers' Compensation Leave** - Employees injured during the course of their employment who have accumulated sick leave may use such accumulated sick leave for absences due to such injury.

An employee who elects to expend sick days available to him/her for a period for which such employee has submitted a Workers' Compensation Claim, shall pay any monies received by that employee pursuant to that claim, minus any personal injury money, to the school district; provided, however, that said employee shall have restored to him/her the actual number of sick days so expended, multiplied by the fraction represented by the amount of the workers' compensation settlement over the employee's salary entitlement for the time period the employee was disabled. Thus, for example, where:

workers' compensation award equals \$1,200.;
sick days so expended equal 20;
salary for 20-day period equals \$2,000.;
then,
$$20 \text{ days} \times \frac{1,200}{2,000} = 12 \text{ days restored to employee}$$

- C. **Catastrophic Leave** - Employees who have successfully completed their probationary period shall be eligible for catastrophic sick leave, which may be granted at the discretion of the Superintendent of Schools, for an illness or accident of a severe nature that requires a prolonged absence from one's duties.

granted at the discretion of the Superintendent of Schools, for an illness or accident of a severe nature that requires a prolonged absence from one's duties. Employees become entitled to full salary for a period of one hundred and eighty days after depletion of sick leave, vacation time, personal leave or any other accumulated leave and a waiting period of thirty calendar days.

The thirty (30) day waiting period shall be reduced by three (3) days for every eight (8) days accumulated annually or on an average of the number of days accumulated in total, whichever is greater. If the illness or injury is job related, the district will waive the waiting period and will pay the employee the difference between Worker's Compensation and the employee's salary. If the incapacitating illness is not job related, the waiting period may be waived, under extraordinary circumstances, and only at the discretion of the Superintendent of Schools.

Application for catastrophic leave shall be made in writing by the employee or the union president. Once all pertinent information is received, the District will make every effort to respond to the request in a timely manner.

- D. **Bereavement Leave** - Up to five (5) days at any one time shall be granted in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandfather, grandmother, grandchild or other member of the immediate household.

Employees will be granted up to three (3) days at any one time in the event of death of an employee's brother-in-law, sister-in-law, uncle, aunt, niece or nephew, unless said relative is a member of the immediate household, in which case the employee will be entitled to five (5) days.

- E. **Personal Leave** - Employees shall be entitled to three (3) personal days per year, all of which shall accumulate as sick leave if unused. Total sick days and personal days shall not exceed two hundred and five (205) days. Employees may apply for two (2) additional personal days if they have used up their three (3) personal days for that year. These additional two (2) personal days will be granted at the discretion of the Superintendent of Schools. Application for personal leave, except for extraordinary circumstances, shall be made in writing at least 24 hours in advance of such leave.

Personal days may be used for the following reasons.

1. Consultation with lawyers including court appearances
2. Financial/family business
3. Important educational ceremonies
4. Marriage in the immediate family
5. Moving own family
6. Instances beyond the control of persons involved
7. Religious holidays or ceremonies

Personal days will not be allowed for:

1. Recreation
2. Substitution for sick or vacation days
3. Shopping
4. Travel; trips; transportation

F. **Leave of Absence** - An employee may request a leave of absence, without pay or benefits, for up to one year and be guaranteed a job in his or her present classification upon return to employment. Requests for such leave must be approved by the Superintendent of Schools and must state the purpose of the leave and the expected duration of the leave. While on leave of absence, an employee's seniority and longevity shall not accrue.

Vacancies occurring as a result of a leave of absence will be posted as a temporary appointment and filled with provisional (temporary) employees. The roster of permanent employees will not be expanded to include any positions vacated by personnel on leaves of absence. Should a permanent employee bid on the position and receive it, his/her vacated position will be treated as the temporary appointment and not posted.

G. **Jury Duty** - If an employee is called to serve on jury duty, such employee will not be expected to report to work regardless of shift time. Notice of jury duty must be submitted to the District upon return of work.

XI. VACATION

Each employee shall be entitled to a vacation schedule as follows:

- Two (2) weeks vacation after one year
- Three (3) weeks vacation after five years
- Four (4) weeks vacation after ten years
- Five (5) weeks vacation after twenty years

One year is defined as a full twelve (12) months from the anniversary date of the employee's first day of actual employment. Personnel employed for less than one year will receive a vacation on a pro-rated basis, allowing five (5) days after seven (7) months and one day per month up to a maximum of ten (10) days for the first year. Vacations shall be scheduled within the summer vacation period (July 1 to September 1) or during other periods of time when school is closed to students unless otherwise authorized. All vacation periods shall be subject to the approval of the Superintendent of Buildings and Grounds or, in his/her absence, the Assistant Superintendent for Personnel.

A maximum of two (2) vacation days may be used as personal days within the given fiscal year. Employees must submit their request on the appropriate form to the Superintendent of Buildings and Grounds a minimum of five (5) days in advance for approval. The same rationale as applies to personal days shall prevail.

Appendix 2 annexed to this agreement represents the manner in which this article is intended to be implemented. It is expressly made part of this agreement.

XII. TERMINATION OF EMPLOYMENT

- A. Separation** - Upon separation, employees who have completed six months of service shall be eligible for the benefits provided in this paragraph. Such employees shall be entitled to payment for vacation days and be paid for unused sick leave days providing that the employee has accumulated the following number of sick days that could have been accumulated during the period of employment and will be paid as per the following schedule:

Accumulation:

0-10 years of service 2/3 of the accumulated number of sick days
10-15 years of service 1/2 of the accumulated number of sick days
15+ years of service 1/3 of the accumulated number of sick days

Payment:

0-5 years of service	\$75/day
5-10 years of service	\$100/day
10-15 years of service	\$110/day
15-20 years of service	\$140/day
20+ years of service	\$150/day

Sick days sold back in accordance with Article XIII shall be included as sick days that could have been accumulated for purposes of this calculation. It is understood that the above does not apply to those employees whose employment is terminated because of less than satisfactory performance.

- B. Severance Pay** - An employee who separates from the District shall receive the following payments:

After fifteen (15) years of service - \$750/year for each year of service
After twenty (20) years of service - \$900/year for each year of service

All unused time will be paid as per Article 12, Section A (15 to 20 years, 20+ years)

- C. Retirement** - Upon retirement, employees must have accumulated 1/2 of sick days for payment of sick days as per schedule.

Eligibility for retirement incentive will be restricted to employees with 10 years of service to District; employees who become eligible to retire into New York State Retirement System after July 1, 1992 have to exercise the election to retire during the school fiscal year in which they first become eligible to retire into the New York State Retirement System in order to be eligible for the retirement incentive. Such employees shall receive \$1,100 per year of service plus full pay for accumulated sick days.

Separation (A) and Retirement (B) are mutually exclusive benefits such that an employee's election of benefits under (A) means he/she cannot receive benefits under (B) and an employee electing to receive benefits under (B) cannot receive benefits under (A).

D. **Medical Benefits** - Anyone who has completed fifteen (15) years of service in the District who meets the eligibility requirements outlined in paragraph one above will be able to continue in the medical and hospitalization insurance plan. The District and employee will share equally (50%) of the premium. At age 62, the member will be able to continue the same coverage with the employee paying 10% of the premium until age 65, when such coverage will terminate.

E. **Death Benefit** - Upon the death of an employee who has served a minimum of six (6) months, payment for unused sick leave and vacation days will be paid to his beneficiary at full pay.

XIII. SICK DAY PURCHASE OPTION

Employees who have accumulated a minimum of twenty (20) sick days will be eligible for payment for sick days in excess of the twenty (20) days accumulated as follows:

- Employees will be paid at the rate of 85% pay for each day.
- Employees may purchase no more than twenty-five (25) days per school year, provided however that the purchase of additional days may be permitted in the non-grievable discretion of the Assistant Superintendent for Personnel upon submission of a written request.
- Sick days purchased will be deducted from the accumulated total of sick days.

XIV. LAYOFF/RECALL

A. **Layoffs** - The district will first attempt to achieve reduction in work force through attrition. If layoffs occur, employees with the least overall seniority in the district shall be the first to be released from employment.

If an employee is laid off, the employee shall bump any employee with less overall seniority in an equal or lower paying job classification.

B. **Recall** - Laid off employees with a record of consistently satisfactory performance in the District shall be placed on a recall list for a period of one year following the last day of actual employment in the district. Prior to hiring any other employees such employees shall be recalled in order of most to least seniority in the District. One year following placement on the recall list, employees shall be removed from the list and no longer have any recall rights. Employees recalled

shall not lose any seniority or benefit levels that were accrued while they were actively employed by the District and once recalled they shall be placed at the same salary level (Step, longevity, etc.) that they occupied at the time of layoff.

XV. SENIORITY

- A. **Seniority** - Shall be computed by subtracting "breaks in service" from commencement of actual service to the district as a full-time permanent employee.
- B. **Break in Service**- Unpaid leave pursuant to this agreement or Civil Service Law during which no time shall accrue for purposes of determining seniority or other entitlements under this agreement.
- C. **Part-Time Service** - No service credit will be given for part-time employees. Any service less than full-time service shall be deemed part-time service.
- D. **Compensation Leaves** - Any time lost due to an injury sustained on the job shall not be subtracted from an employee's seniority unless such leave causes the employee to be on leave in excess of one calendar year. In order to receive seniority credit while on such leave, the employee shall be required to submit himself/herself to a physical examination at such time (s) as the District may reasonably require during such leave.
- E. **Catastrophic Leaves** - Time spent on an approved catastrophic leave shall not be considered time worked for the purpose of calculating seniority or any other entitlements resulting from years of service under this agreement.

XVI. GRIEVANCE PROCEDURE

A grievance is a written claim that a specific provision of this agreement has been violated. The employee shall orally and informally confer with his/her immediate supervisor prior to commencing the formal grievance procedures.

First Stage - The employee submits his/her grievance in writing to the Superintendent of Buildings and Grounds within twenty (20) working days of when the employee should have known of the occurrence giving rise to the grievance, time being of the essence with respect to such twenty (20) day period. A response to the grievance shall be given by the Superintendent of Buildings and Grounds within ten (10) working days of his/her receipt of the grievance.

Second Stage- If the grievance is not resolved at the first stage, the employee requests in a written statement, a review of his/her case by the Superintendent of Schools within ten (10) working days of his/her receipt of the first stage response to his/her grievance. The immediate supervisor and/or the Superintendent of Buildings and Grounds shall file a written report of his/her findings in stage one with the Superintendent of Schools or his/her designee

following the filing of a request for a stage two review. The Superintendent or his/her designee shall respond to the stage two grievance within ten (10) working days of his/her receipt of same.

Third Stage Binding Arbitration - An appeal from the second stage determination may be commenced by service on the superintendent of a demand for binding arbitration within ten (10) days of the employee's receipt of the Superintendent's, or his/her designee, response to the stage two grievance. The parties agree to follow the procedures of the American Arbitration Association (AAA) and agree to select arbitrators for the list provided by the AAA. The cost of such binding arbitration shall be shared equally between the Union and the District.

No grievance shall proceed to the arbitration level without Union approval. Any grievance which pertains to financial loss shall be commenced at the Second Stage. Matters of employee discipline shall not be subject to arbitration.

The employee shall be entitled to be represented by CSEA at all stages of the grievance process.

All employees shall be entitled to use the above procedures and may do so without fear of reprisal.

XVII. LABOR/MANAGEMENT RELATIONS COMMITTEE

The Superintendent of Schools or the President of the CSEA may periodically request a meeting of the Labor/Management Relations Committee. Such meetings will be informal and confidential in scope. Members of the committee will be selected by the Superintendent of Schools or his designee and the CSEA President. Every attempt will be made to limit the size of this committee in an effort to enhance its productivity.

XVIII. UNION LEAVE TIME

The President of the CSEA Unit shall be allowed to administer union business. Leave time for such purpose shall be at the discretion of the Superintendent of Schools.

CSEA shall have use of the School District buildings upon completion of the required use of school facilities application and approval of the Office of Buildings and Grounds. Such approval shall not be unreasonably withheld.

XIX. PERFECT ATTENDANCE BONUS

Employees who are present for every scheduled working day (i.e.: uses zero sick and zero personal days), excluding leave days for bereavement or jury duty, between July 1st and June 30th of each fiscal year shall be entitled to a \$400.00 attendance bonus payable during the first pay period of August. If one personal or sick day is

used, such employee will be entitled to a \$150 attendance bonus payable during the first pay period of August.

In the case of jury duty, documentation of such duty and its duration must be received by the Superintendent of Buildings and Grounds within ten (10) working days following the last day served in order to qualify as an eligible exclusion.

XX. ATTENDANCE OR JOB PERFORMANCE REVIEW

Should the Superintendent of Buildings and Grounds or Superintendent of Schools or his/her designee be concerned with an employee's attendance record or job performance he/she shall take the following steps:

- A. Send a memo to the employee arranging a meeting to discuss said employee's attendance record or job performance. The employee will be advised of his/her right to have the Union President or his/her designee at this meeting.
- B. After a reasonable time (not less than 10 working days), the Superintendent of Buildings and Grounds or Superintendent of Schools or his/her designee feels that the employee continues to abuse his/her sick leave or is still below average in job performance, either Superintendent or his/her designee shall arrange a meeting to occur between the affected employee, their Union Representative and the Superintendent of Buildings and Grounds, or Superintendent of Schools or his/her designee. The purpose for said meeting shall be to conduct a complete review of the employee's attendance or work record.
- C. At the discretion of the Superintendent of Schools or his/her designee, following this meeting, a letter reviewing the discussion which took place at the meeting may be sent to the employee and his/her Union Representative.
- D. If after a reasonable period of time following this meeting (not less than 10 working days), the alleged problem persists, the Superintendent of Buildings and Grounds or the Superintendent of Schools or his/her designee may cite his/her findings in written form (memo, letter or evaluation report) and specify and/or initiate whatever action is deemed appropriate. The foregoing may include appropriate disciplinary procedures provided by law, the requirement of a physician's statement to substantiate the appropriate use of sick leave or suspension without pay. Suspensions, as pertaining to this article, shall not exceed three (3) days.
- E. The penalty, if any, imposed by this article shall not be grievable. Any procedural violations pertaining to this article are subject to grievance.
- F. Nothing hereinabove set forth shall preclude the district or the employee from taking action in accordance with law pursuant to Civil Service Law, regulations and other governing statutes.
- G. This article is not intended to become a prelude to a Section 75 hearing.

XXI. MODIFIED WORK ASSIGNMENT

Employees injured during the course of their employment and who are on Worker's Compensation may, at the discretion of the District, be called for an appropriate work assignment. The Union shall be notified before the work assignment begins and may request a meeting to discuss the employee's anticipated work assignment. If the employee's physician and the District's physician disagree on the work assignment, the issue shall be submitted to a mutually agreed upon third doctor. The employee will not be expected to return to work until the opinion of the third doctor is received. The costs of this third doctor shall be paid by the District. Employees shall perform in accordance with the modified work assignment except where the employee's physician and third doctor determine such assignment cannot be performed.

An employee injured during the course of his/her employment and who is out on Worker's Compensation may request a modified work assignment. Such request must be accompanied by a written opinion from a physician that the employee is capable of a modified work assignment. Upon receipt of such request, the District shall submit the matter to the District's physician. If the two doctors agree, the District will formulate a modified work assignment. If the doctors disagree, the Parties will follow the third doctor procedure outlined above.

The decision to offer modified duty to an employee injured in the course of his/her employment is within the sole discretion of the District. Employees may be placed in any suitable position (title) covered under this collective bargaining agreement. The District's implementation or failure to implement this provision is not subject to grievance or any other form of review.

XXII. SUPERVISORY ROLES

In the event that the position of Superintendent of Buildings and Grounds does not exist, such functions enumerated in the contract for that position shall be performed by the Superintendent's designee and the Unit shall be notified of such designation.

XXIII. LEGISLATIVE APPROVAL

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
this 11 th day of October, 2000.

BOARD OF EDUCATION

William Floyd School District

By Vincent Pascale
Vincent Pascale, President

2-12-01
Date

WILLIAM FLOYD SCHOOL DISTRICT

Superintendent of Schools: Richard J. Hawkins
Richard J. Hawkins

2/8/01
Date

Assistant Superintendent
For Personnel:

Michael Schildkraut
Michael Schildkraut

2/13/01
Date

CIVIL SERVICE EMPLOYEES' ASSOCIATION

Kevin Link
Kevin Link, President

2/14/01
Date

CSEA Representative: Stephanie Bonfante
Stephanie Bonfante

2/16/01
Date

**WILLIAM FLOYD SCHOOL DISTRICT
CUSTODIAL/MAINTENANCE OVERTIME ROTATION LIST**

Updated as of

This image shows a full page of blank graph paper. The grid consists of small, equal-sized squares formed by thin black lines. There are approximately 20 columns and 20 rows of squares across the entire page. The background is white, and the lines are evenly spaced and extend to the edges of the paper.

Time worked should be indicated numerically by hours assigned
Mark "A" if absent or could not be contacted to assign overtime
Mark "R" for refusal of overtime

LEAVE REQUEST

BUILDINGS & GROUNDS DEPARTMENT

TO: _____

FROM: _____

DATE: (submitted) _____

I request approval of the following leave time:

Personal Leave Day(s) ____ **Date(s)** _____ **Reason** _____

Personal Leave Days may be used for the following reasons:

- 1) Consultation with lawyers, including court appearance.
- 2) Financial/family business.
- 3) Important education ceremonies.
- 4) Marriage in the immediate family
- 5) Moving own family
- 6) Instances beyond the control of persons involved.
- 7) Religious holidays or ceremonies.

Personal Days will not be allowed for:

- 1) Recreation
- 2) Substitution for sick or vacation days.
- 3) Shopping
- 4) Travel, trips, or transportation.

Bereavement Day(s) ____ **Date(s)** _____ **Relationship** _____

Vacation Day(s) ____ **Date(s)** _____

Employee Signature

Supervisor Signature

Buildings & Grounds