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

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**Employer Name: Rye City Board of Education**

**Union: Rye City School Custodial Unit #9231, CSEA, AFSCME, AFL-CIO**

**Local: 1000, Westchester Local 860**

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CUS/6091

**AGREEMENT**

**BY AND BETWEEN THE**

**RYE CITY BOARD OF EDUCATION**

**AND**

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

**CSEA**

**RYE CITY SCHOOL CUSTODIAL UNIT NO. 9231**

**WESTCHESTER LOCAL 860**

**JULY 1, 2005 - JUNE 30, 2009**

**RECEIVED**

JAN 2 - 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

25

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## **AGREEMENT**

This Agreement (hereinafter the "Agreement") is made August 8, 2005, to be effective July 1, 2005, by and between the Rye City School District, City of Rye, New York (hereinafter the "District") and the Civil Service Employees Association, Inc., (CSEA), Westchester Local 860, AFSCME, Local 1000, AFL-CIO, Rye City School District Unit (hereinafter the "Association").

**WHEREAS**, the attainment of the objectives of the educational program requires mutual understanding, cooperation, and good faith on the part of the Board, the Superintendent and his administrative staff and the Association and its members; and

**WHEREAS**, on or about January 15, 1968, the Association did establish that it is duly authorized by all buildings and grounds employees (excluding the Director of Buildings and Grounds) employed by the District exclusively to represent them in collective bargaining with the District;

**IT IS HEREBY AGREES AS FOLLOWS:**

### **ARTICLE I - RECOGNITION**

1. The District shall recognize the Association as the exclusive representative of all buildings and grounds employees employed by it (excluding the Director of Buildings and Grounds) for the purpose of negotiating collectively in the determination of, and the administration of grievances arising under the terms and conditions of employment of such employees, and for the purpose of entering into written agreements with the Association in determining such terms and conditions of employment.
2. The term "all buildings and grounds employees" is hereby defined to include all head custodians, senior custodians, custodians and cleaners, but shall exclude the Director of Buildings and Grounds.
3. The Association agrees that it 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 such a strike.

### **ARTICLE II - CHECK-OFF AND AGENCY SHOP**

#### Dues Deduction

1. The Association shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll period basis.

2. The Employer agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 each payroll period, a list itemizing the deductions of each employee.

#### Agency Shop

1. The Association, having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Association, the amount being equivalent to the dues levied by the Association. The employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.
2. The District agrees to deduct life insurance and sickness and accident insurance premiums in equal monthly installments from the salaries of regular employees who are covered by this Agreement; provided, however, that each such employee has filed and maintains in effect with the District an authorization for such deductions that complies with applicable law. Such premiums are to be deducted only for insurance programs sponsored by the Association. The authorization form shall be of a type approved by the parties.
3. Premiums for house and car insurance may be included as part of payroll deduction through the C.S.E.A. Master Plan.
4. The Association shall indemnify and hold harmless the District from the claims of any employee made in connection with the implementation of these provisions.

### **ARTICLE III - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

1. The Association shall have the right to post notices and communications on the employee's bulletin boards maintained on premises operated by the District. Designated Association labor relations specialists, or the President of the Westchester Local 860 of the Association, or his/her designated agent, shall have the right to visit the facilities of the District for the purpose of adjusting grievances and administering the terms of this contract. Such representatives shall notify the Superintendent prior to making such a visit.
2. The President and the Chairman of the Grievance Committee of the Association's Local Unit (hereinafter the "Unit") will endeavor to handle all matters of the Association during the lunch period, or before or after working hours. It is understood, however, that when it is necessary to telephone or, in an emergency, to visit members of the Unit at a location other than the one at which they are working, the President and the Chairman of the Grievance Committee shall be given reasonable time off in order to do so.

3. The CSEA Unit President or his or her designee shall have the right to utilize up to five (5) days per year to conduct Association business. Individuals utilizing such leave will receive full pay on each day of the leave, but expenses shall be paid by the individual or the Association.
4. The Association shall furnish each Unit member a copy of this agreement.
5. The Association shall be sole judge of its own rules and regulations with respect to C.S.E.A. members.
6. Neither the District nor the Association or its officers, members, representatives, agents, or committee, shall engage in any activity for the purpose of defeating or evading the terms of this Agreement.
7. There shall be no discrimination, interference, restraint, or coercion by the District, or any of its officers or agents against any employee because of any lawful activities on behalf of the Association, or because of membership in the Association; and the Association, its members, its officers, and its agents shall not coerce employees into membership in the Association.
8. The Association agrees to see that its members perform their respective duties loyally, efficiently, and continuously under the terms of this Agreement. The Association and its members will use their best endeavors to protect school property, and pupils, and to give service of the highest quality.

#### **ARTICLE IV - SALARIES**

1. Salary Schedules

Salary schedules will be increased by 3.5%, effective July 1, 2005, an additional 3.5%, effective July 1 2006, an additional 3.5%, effective July 1, 2007 and an additional 3.5%, effective July 1, 2008.

Night Differential

Effective July 1, 2000, each employee whose regular work shift commences at 12:00 p.m. or later shall have an additional 5% added to his/her base pay.

It is understood that such differential shall not apply when said shifts are not in effect, i.e.: the Christmas, Mid-Winter and Spring breaks and from the day after the last day of school up to the start of the next school year. (Such employees shall work the first shift.)

However, it is further understood that if coverage is needed during the aforementioned periods, then starting with the least senior employee regularly scheduled for the night shift and

for the work required (i.e. custodian or cleaner), employees shall be designated to work said shift for the assigned period and, therefore, receive the night differential.

Except in cases of an emergency, the Head Custodian shall give at least two (2) weeks notice for a shift change.

2. Longevity

The longevity increment schedule shall be as follows:

	<u>Current</u>	<u>Effective</u>			
	<u>7/01/04</u>	<u>07/01/05</u>	<u>07/01/06</u>	<u>07/01/07</u>	<u>07/01/08</u>
After 10 years	\$985.00	\$1,019.48	\$1,055.16	\$1,092.09	\$1,430.31
After 15 years	\$1,116.93	\$1,156.03	\$1,196.49	\$1,238.36	\$1,581.70
After 20 years	\$1,253.03	\$1,296.89	\$1,342.28	\$1,389.25	\$1,737.87
After 25 years	\$1,386.03	\$1,434.54	\$1,484.75	\$1,536.72	\$1,890.50

In addition, effective July 1, 2008, a new \$300.00 longevity increment will be established for employees after their seventh year of service.

3. Head Custodian

See Exhibit I - Head Custodial Stipend

4. The Board reserves the right to withhold the salary increment from any employee whose work shall be appraised as unsatisfactory. An employee who has been denied an increment may submit to his immediate supervisor a written request for a review of the causes for the denial of increment. The immediate supervisor shall submit his written review to the employee with five (5) working days. Within five (5) working days after receipt of above review, the employee may make a written request to the next responsible intermediate supervisor for review of his case. The intermediate supervisor shall respond within five (5) working days. The review procedure may then proceed along the foregoing lines to each intermediate supervisor with provision for final review by the Board of Education. An employee shall have the right to be represented by the Association throughout this review procedure.
5. The District agrees to use its best efforts to establish pay periods of alternating Fridays and to pay overtime each pay day, with a reasonable lag.
6. Upon the Superintendent's approval for employees who take job related course work, the District shall pay tuition, mileage and compensate the employee at the straight time rate if such job related course work is taken outside work hours.

7. When an employee is demoted because of a physical disability incurred in the employ of the District, rendering him unable to perform work required of his job classification, but not rendering him unable to perform work in an available job in a lower-rated classification, and if such employee has had at least five (5) years of continuous service, he will, for one (1) year after demotion to such an available lower-rated job, continue to receive the rate of pay he received prior to the demotion.
8. Where an employee is assigned temporarily to perform the duties of a higher classification, he shall be compensated at the higher rate of pay, and shall not be responsible for damage caused as a result of his lack of knowledge in performing the assigned duties; provided, however, that such damage does not result from a willful destructive act.
9. When an employee is assigned temporarily to perform the duties of a lower classification, he shall be guaranteed his regular rate of pay of his classification.
10. When a new employee is hired at Step 2 or above, without appropriate experience, all incumbent employees in the same classification at a lower step shall be placed on the same step as the new hire.
11. It is understood that, at anytime during the term of this agreement, the CSEA may request a meeting of the Superintendent of Schools or designee to discuss the issues of custodial personnel performing maintenance repairs and also the appropriate compensation for such duties.

#### **ARTICLE V - HOURS**

1. The regularly scheduled work week shall consist of forty (40) hours, Monday through Friday. Any employee who works less than forty (40) hours, but at least fifty percent (50%) of the normal work week, i.e.: twenty (20) hours per week, shall receive benefits if the employee contributes to the costs of the benefits on a pro-rated basis and shall receive leave accruals on a pro-rated basis.
2. Eight (8) continuous hour shifts will be continued, with such shifts to be scheduled as determined by the District or its representative.
3. Work in excess of forty (40) hours per week shall be paid at the rate of time and one-half the employee's regular rate of pay except that work on Sundays or legal holidays will be paid at twice the employee's rate of pay. Hours absent from duty, which are not covered by policy, are not to be included in the computation of the forty (40) hours per week.

When an employee is called in to work either prior to or after his/her work shift due to emergencies, said employee shall receive a minimum of two (2) hours pay at double time.

4. A minimum of three (3) hours working time at applicable overtime rates shall be guaranteed to employees for work on Saturdays, Sundays or legal holidays except for clean up after student activities.



5. An overtime roster by seniority shall be established and shall be used for overtime assignments on a rotating basis.

6. Building Checks

Any head custodian/custodian assigned to do building checks at any elementary school shall receive one (1) hour of pay at the premium rate (time and one-half or double time).

Any head custodian/custodian assigned to do building checks at the middle school/high school shall receive two (2) hours of pay at the premium rate (time and one-half or double time).

7. Night Supervisor - Rye High/Middle School

The annual stipend currently in effect shall be increased as follows:

Effective July 1, 2005, - \$1,403.00

Effective July 1, 2006, the then current annual amount shall be increased pursuant to Article IV (Salaries), Section 1.

Effective July 1, 2007, the then current annual amount shall be increased pursuant to Article IV (Salaries), Section 1.

Effective July 1, 2008, then current annual amount shall be increased pursuant to Article IV (Salaries), Section 1.

## ARTICLE VI - HOLIDAYS/RELIGIOUS OBSERVANCE

1. Paid holidays will be granted to members of the Unit as follows:

- a. Employees will be entitled to eighteen (18) paid holidays.
- b. Employees with more than 5 years service in the District will be entitled to nineteen (19) paid holidays.
- c. All employees with more than 10 years service in the District will be entitled to twenty (20) paid holidays.

Any holidays beyond eighteen (18) will be scheduled with the approval of the principal or supervisor.

2. For the purpose of this Section, legal holidays are defined as follows:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King, Jr. Birthday
Veterans Day	President's Day
Thanksgiving Day	Memorial Day

3. Unit members may be absent from duty with full pay all day or part of a day as required by the person's particular religion on the following days of religious observance when such days fall on a regular school day:

Rosh Hashanah	Ash Wednesday
Days of Atonement	Good Friday
First Days of Succoth	First Days of Passover
Feast of All Saints	Last Days of Passover
Feast of the Immaculate Conception	Shavuoth

If a person wishes to be absent for all or a part of any of the days listed above, notification must be given to his/her supervisor at least one week prior to the absence.

4. Employees required to work on emergency closing days shall have such days added to their vacation.

## ARTICLE VII - VACATIONS

1. Employees shall receive vacation each year, as follows:
  - A. Two (2) weeks vacation due after the completion of one (1) continuous year of service.
  - B. Three (3) weeks vacation due after the completion of five (5) continuous years of service.
  - C. Four (4) weeks vacation due after the completion of ten (10) continuous years of service.
2. The vacation program shall be administered in accordance with past practice, with seniority being a primary factor for the purpose of scheduling vacations.
  - A. Two weeks vacation may be taken while school is in session provided that the building can operate with reasonable efficiency while the person is away and that no additional costs for substitute help are incurred by the District.
  - B. A person may be allowed his/her full vacation in one block of time for special reasons, such as an extended trip to a foreign country. The provisions in "A" above, should be considered when granting such a vacation.
  - C. Employees shall be allowed to carry over no more than ten (10) vacation days from year to year.
  - D. Upon retirement or separation of service, employees shall be paid for all earned and unused vacation days at the then current rate of pay.

## ARTICLE VIII - SENIORITY

1. The probationary period for all non-competitive and labor class employees hired prior to July 1, 2005 shall be six (6) months. For all employees hired after July 1, 2005 and defined under the Civil Service Law as competitive class employees, there shall be a probationary period of one (1) year. For all employees hired after July 1, 2005 and defined under the Civil Service Law as non-competitive and labor class employees, the probationary period shall be two (2) years. After the completion of the applicable probationary period, such employees shall be accorded the same rights as competitive employees have under the provisions of Section 75 of the Civil Service Law as such law relates to the removal or suspension of employees after the probationary period.
2. Seniority shall be counted from the date of first permanent employment; provided, however, there is not a break in service in excess of one (1) year. If all other factors are equal, seniority shall be the determining factor for promotions and assignments to shifts.

3. All custodians, grounds and maintenance vacancies shall be posted for at least one (1) week in each building before the vacancy is filled.

## **ARTICLE IX - RETIREMENT AND EMPLOYEE BENEFITS**

### **1. Retirement**

The Board will provide Section 75 I (Improved 20 year Career Plan) and Section 60b (Guaranteed Death Benefit) of the New York State Retirement and Social Security Law.

### **2. Medical and Surgical Insurance Plan**

The Board shall continue the Statewide Schools Cooperative Health Plan (SWSCHP) for all employees subject to the following employee contributions to be made on a payroll deduction basis:

For the period July 1, 2005 through June 30, 2006, employees shall contribute an amount equal to six (6%) percent of the annual premium of either the family plan or the individual plan as applicable. Effective July 1, 2006, employees shall contribute an amount equal to eight (8%) percent of the annual premium of either the family plan or the individual plan as applicable. Effective July 1, 2008, employees shall contribute an amount equal to ten (10%) percent of the annual premium of either the family plan or the individual plan as applicable.

Any full-time employee who elects in any year not to participate in the medical and surgical insurance plan will receive 75% of the individual insurance premium if the employee were eligible for individual coverage or 100% of the individual insurance premium if the employee were eligible for family coverage. Any employee who so elects shall provide the District's Superintendent with documentation verifying comparable insurance coverage and shall advise the Superintendent by September 1 annually of the employee's intent not to participate in the Plan during the ensuing year.

All retirees will contribute toward the premium of their health insurance at the same rate as active employees until the retiree reaches age 65, when contributions shall cease. In order to be eligible for retiree health insurance from the District, an employee must complete ten (10) years of service in the Rye City School District and be eligible to receive payments from the Employees' Retirement System at the time of retirement.

3. Welfare Fund

Unit members shall be entitled to Welfare Fund benefits as established by the Board of Trustees of the Welfare Fund as selected by a committee of the Board of Trustees composed of the teacher, clerical, custodial, teacher aide/teaching assistant and administrator members of the Board of Trustees of this trust, to be known as the Rye City School Employee Welfare Fund under the terms and conditions of the Declaration of Trust. The full Board of Trustees and any duly constituted committee or subcommittee thereof, shall retain all other powers presently provided for by the Trust Instrument.

To provide for life insurance, the amount which the District has contracted to pay for life insurance will be added to the funds in the present Welfare Fund. The total annual amount contributed by the District to this fund shall be the same amount as contributed to the Rye Teachers Association per employee.

4. Employee Assistance Program (EAP)

There shall be available to all employees an Employee Assistance Program. Guidelines shall be agreed upon between the parties.

5. Illness

The length of time a custodian may be absent for a personal illness and continue to receive full pay shall be limited only by the decision of the District's Board of Education.

6. Illness "Immediate Family"

A Unit member shall be allowed a maximum of three (3) days absence annually with full pay when such absence is necessitated by serious illness in the immediate family. The "immediate family" is hereby defined for the purposes of this and other sections of this Agreement to consist of mother, father, husband, wife, son, daughter, brother, sister and all permanent members of the household.

7. Death in Family

A Unit member shall be granted a leave of absence with full pay as follows:

- a. Not more than five (5) days in succession for death of relative residing in the person's household, and the death of father, mother, son, daughter, sister, or brother whose residence is elsewhere than in the Unit member's home.
- b. Not more than two (2) days for the death of a father-in-law, or mother-in-law whose residence is elsewhere than in the Unit member's home.

- c. Not more than one (1) day for the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, whose residence is elsewhere than in the Unit member's home.

8. Personal Leave

A Unit member shall be allowed a maximum of two (2) Personal Days per year with full pay for which no explanation is necessary. However, personal days may not be utilized to extend long weekends or vacations, except in special circumstances approved by the Superintendent. As much prior notice as possible should be given to the immediate administrative supervisor in writing. Personal leave shall not be charged against any other paid leave days in the contract.

Effective July 1, 2005, each employee will be reimbursed by the District \$75.00 for each unused personal day annually. Effective July 1, 2006, each employee will be reimbursed by the District \$100.00 for each unused personal day annually.

- 9. No employee will be excessed because of a merger with another school district for the term of this Agreement.

10. Section 125 (IRC) - Flexible Spending Account

Employees shall be eligible to participate in a Flexible Spending Account pursuant to Section 125 of the Internal Revenue Code.

**ARTICLE X - WORK ASSIGNMENTS**

- 1. Work usually performed by employees in the Unit will not be contracted out during the 2005-2006 school year through the 2008-2009 school fiscal year if this action will result in the loss of basic employment of such employees.
- 2. Supervisors shall exercise careful judgment when assigning outdoor work in inclement weather, emergencies excepted.
- 3. When employees, working alone, are confronted with work that would be dangerous for them to undertake themselves, they may ask their supervisor that assistance be furnished.
- 4. Special clothing and equipment shall be made available to employees upon request. Such requests shall be submitted to the Director of Buildings and Grounds and subject to final approval of the Superintendent or his/her designee.

## **ARTICLE XI - GRIEVANCE PROCEDURE**

The grievance procedure shall be attached as Exhibit II.

## **ARTICLE XII - CHANGES IN PROCEDURES**

It is the District's present intention to maintain for the duration of this contract existing rules, regulations, practices and benefits affecting salaries, hours and working conditions of employees in the Unit.

## **ARTICLE XIII - DURATION**

1. This Agreement constitutes the complete agreement between the parties.
2. Unless otherwise specified in this contract, this Agreement shall become effective July 1, 2005 and shall remain in full force and effect to and including June 30, 2009 and shall be automatically renewed thereafter for periods of one (1) year unless either party notifies the other in writing at least one hundred twenty (120) days prior to June 30, 2009, or any subsequent anniversary date, of its desire to make changes herein or to terminate this Agreement.

## **ARTICLE XIV - LEA ASBESTOS COORDINATOR**

In the event that the Rye City School District Board of Education designates a member of the Rye City School District Custodial Unit as the LEA Asbestos Coordinator, the following compensation applies for the duration of this contract:

School Fiscal Year 2005-2006

Salary Rate - \$48.34/Hour, not to exceed 240 hours

Effective July 1, 2006, the then current Salary Rate shall be increased pursuant to Article IV (Salaries), Section 1.

Effective July 1, 2007, the then current Salary Rate shall be increased pursuant to Article IV (Salaries), Section 1.

Effective July 1, 2008, the then current Salary Rate shall be increased pursuant to Article IV (Salaries), Section 1.

The payments to the designee will be made in equal payments to coincide with the payroll periods for any given year. It is understood that the 240 hours is a maximum. If at the end of each fiscal year the designee worked less than 240 hours, the amount of pay shall be guaranteed.

## ARTICLE XV - MISCELLANEOUS

### 1. Evaluations

The procedures for evaluating employees shall be negotiated by a committee of 2 administrators and 2 employees. The District is required to evaluate all probationary employees once every six months. Evaluations for permanent employees will be conducted between March 15 and April 15 of each year.

The criteria procedures and forms are attached in Exhibit III. Modifications shall be mutually agreed to.

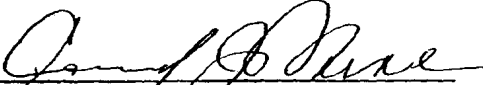
### 2. Uniforms

Employees shall be required to wear clothing (uniforms) with the designation "RCSD Staff" during the work day. Uniform items shall be provided by the District, on an annual basis, to be issued no later than September 1<sup>st</sup> of each year. An annual allowance of \$500.00 per employee shall be provided for shirts, jackets, trousers, work shoes and work related clothing.

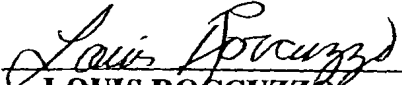
3. Job descriptions are in Exhibit IVA, IVB, IVC, and IVD.

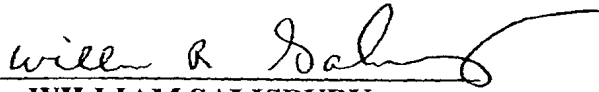


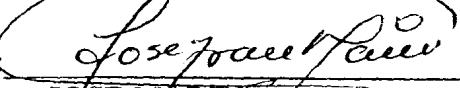
**RYE CITY SCHOOL DISTRICT  
RYE, NEW YORK**

BY:   
**EDWARD J. SHINE  
SUPERINTENDENT**

**CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC., RYE CITY  
SCHOOL DISTRICT UNIT**

BY:   
**LOUIS ROCCUZZO  
UNIT PRESIDENT**

BY:   
**WILLIAM SALISBURY  
UNIT VICE PRESIDENT**

BY:   
**JOSE MARIN  
UNIT TREASURER**

BY:   
**FRANK MANGIAMELE  
UNIT MEMBER**

BY:   
**ALISA D. CAGLE  
LABOR RELATIONS SPECIALIST**

**EXHIBIT I**

**CUSTODIAL UNIT SALARY SCHEDULE**

**CUSTODIAL UNIT SALARY SCHEDULE**

Exhibit I

3.50%      3.50%      3.50%      3.50%

**2005-2006    2006-2007    2007-2008    2008-2009**

**CUSTODIAN**

Step					
1		43,377	44,895	46,466	48,093
2		45,594	47,190	48,841	50,551
3		46,653	48,285	49,975	51,725
4		48,181	49,868	51,613	53,419
5		49,691	51,431	53,231	55,094
6		51,204	52,996	54,850	56,770

**HEAD CUSTODIAN  
SECONDARY**

Step					
1		59,624	61,711	63,871	66,107
2		60,358	62,471	64,657	66,920
3		62,107	64,281	66,531	68,859

**HEAD CUSTODIAN  
ELEMENTARY**

Step					
1		57,272	59,276	61,351	63,498
2		57,878	59,904	62,001	64,171
3		59,624	61,711	63,871	66,107

**HEAD CUSTODIAN  
STIPEND**

Step					
1		447	463	479	496
2		447	463	479	496
3		447	463	479	496

**CLEANER**

Step					
1		35,696	36,945	38,239	39,577
2		37,399	38,708	40,062	41,465
3		38,849	40,208	41,616	43,072
4		40,317	41,728	43,189	44,701
5		41,768	43,230	44,743	46,309
6		43,225	44,738	46,303	47,924

**LEA ASBESTOS CO-  
ORDINATOR**

Hourly Rate	48.34	50.03	51.78	53.59
Hours	240	240	240	240
STIPEND	11,601	12,007	12,428	12,863

## **EXHIBIT II**

### **GRIEVANCE PROCEDURE**

#### **A. Declaration of Policy**

In order to establish a more harmonious and cooperative relationship between employees and the District which will enhance the goals of the District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences promptly and fairly, as they arise and to assure equitable and proper treatment of custodians pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

#### **B. Definitions**

1. "Custodian" shall mean an employee covered by Article I of this Agreement.
2. "Chief Administrator" shall mean the Superintendent.
3. "Immediate Supervisor" shall mean the administrator to whom the Unit member is directly responsible - building principal, assistant superintendent or superintendent.
4. "Representative" shall mean the person or persons designated by the Association as his counsel or to act in his behalf.
5. "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the contract or any existing laws, rules, regulations or policies which relate to or involve the Unit Member in the exercise of the duties assigned to him/her.

#### **C. Basic Principles**

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. A Unit member shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. A Unit member shall have the right to be represented at any stage of the procedures by a person or persons of his own choice; provided, however, that a Unit member may not be represented by any employee organization other than the agent or representative of the Association. Further the Association shall have the right to file a grievance pursuant to these procedures.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. All hearings shall be confidential to the extent permitted by law.
6. It shall be the responsibility of the Chief Administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him or her and to make a determination within the authority delegated to him or her within the time specified in these procedures.
7. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or effect the Unit member in the performance of his or her assignment. They are not designed to be used for changing such rules or establishing new ones.
8. A grievance must be filed within thirty (30) days of the time that the grievant knew or should have known of the event or condition giving rise to the grievance.

#### D. Procedures

##### 1. Informal Stage

The aggrieved Unit member shall orally present his grievance to his immediate supervisor who shall orally and informally discuss the grievance with the aggrieved Unit member. The immediate supervisor shall render his determination to the aggrieved Unit member within five (5) school days after the grievance has been presented to him or her. If such grievance is not satisfactorily resolved at this stage, the aggrieved Unit member may proceed to the appropriate formal stage.

##### 2. Intermediate Stage - Formal

- a. Within five (5) school days after a determination has been made or is due at the informal stage, the aggrieved Unit member may make a written request to the responsible supervisor between his immediate supervisor and the Chief Administrator for further review and determination.
- b. The intermediate supervisor shall immediately notify the aggrieved Unit member, immediate supervisor, and any other supervisors previously rendering a determination in the case to submit written statements to him within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.
- c. If such is requested in the written statement of either party pursuant to paragraph "b" above, the Chief Administrator shall notify all parties concerned in the case, of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position

in the case. Such hearing shall be held within five (5) school days of receipt of the written statements pursuant to paragraph "b" above.

- d. The Chief Administrator shall render his or her determination within five (5) school days after the written statements, pursuant to paragraph "b" above, have been presented to him except where legal interpretations are required from the State Education Department, Civil Service or the Chief Administrator is out of town on official business. In such cases, the determination shall be made within three (3) school days after the legal opinion has been received, or the Chief Administrator returns.
- e. If the grievance is not satisfactorily resolved at this stage, the aggrieved custodian may proceed to the review stage.

### 3. Review Stage

The aggrieved Unit member may, after final determination by the Chief Administrator, make a written request to the District's Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a final decision within thirty (30) school days after receiving the request for review.

### 4. Binding Arbitration Stage

Within ten (10) school days after a final determination is issued by the Board of Education, the CSEA may request binding arbitration, but may do so only in those disputes that are limited solely to interpretation, application or alleged violation of this Agreement. An arbitrator shall be selected by the Board of Education and the Association under the rules of the American Arbitration Association. Costs shall be shared equally between the Board of Education and the Association.

EXHIBIT III

CUSTODIAL UNIT PERFORMANCE APPRAISAL EVALUATION

CONFIDENTIAL

Rye City School District

Custodial Unit Annual Performance Appraisal Evaluation

Name: \_\_\_\_\_ Civil Service Title: \_\_\_\_\_

Location/Bldg. \_\_\_\_\_ Period Covered From: \_\_\_\_\_ To: \_\_\_\_\_

Principal or Designate: \_\_\_\_\_ Head Custodian: \_\_\_\_\_

Director of Facilities: \_\_\_\_\_ Full Time  Part Time  \_\_\_\_\_ % or hrs/weeks

Permanent  Probationary

Criteria/Ratings:

EE = Consistently exceeds Expectations
ME = Consistently meets Expectations

NI = Needs Improvement\*
UN = Unsatisfactory\*
NA = Not Applicable
\*Comments required by evaluator(s).

A. Job Performance

- 1. Completes assignments in a neat, precise and effective manner
2. Maintains appropriate custodial/cleaner skills
3. Establishes appropriate priorities/Manages time efficiently
4. Demonstrates creativity and adaptability
5. Offers suggestions for improvement/Self-motivated
6. Develops processes and follows through with minimal direct supervision

COMMENTS

B. Technical Skills

- 1. Assess job function (processes) to identify methods to increase productivity
2. Learns and applies proper use and care of equipment
3. Determines materials and supplies required to maintain a clean and attractive facility
4. Adapts to new methods and techniques
5. Communicates in an effective and timely manner

COMMENTS

Employee Name: \_\_\_\_\_

**C. Interpersonal Skills**

- 1. Portrays a positive, appropriate attitude towards staff, administration, students and the public \_\_\_\_\_
- 2. Collaborates effectively on assignments with administrators, faculty and staff \_\_\_\_\_
- 3. Communicates clearly \_\_\_\_\_
- 4. Readily adapts to change and any unforeseen situations \_\_\_\_\_
- 5. Exhibits good judgment and tact \_\_\_\_\_

COMMENTS

**D. Personal Characteristics**

- 1. Is punctual \_\_\_\_\_
- 2. Overall attendance (refer to attendance report) \_\_\_\_\_
- 3. Is dependable \_\_\_\_\_
- 4. Assumes responsibility within scope of job title \_\_\_\_\_
- 5. Wears uniform and is neat in appearance \_\_\_\_\_

COMMENTS (if desired):

Mutual Goals for School Year:

Comments Concerning Overall Performance by Evaluator(s):

Employee's Comments:

\_\_\_\_\_  
 Evaluator's Signature Date  
*Principal or Designate*

\_\_\_\_\_  
 Employee's signature Date  
*I have received and read this evaluation.*

\_\_\_\_\_  
 Evaluator's Signature Date  
*Head Custodian*

\_\_\_\_\_  
 Evaluator's Signature Date  
*Director of Facilities*

Personnel File   
- Original

Employee Copy

Evaluator Copy   
- Principal

Evaluator Copy   
- Head Custodian

Evaluator Copy   
- Director of Facilities

## **EXHIBIT IVA**

### **CUSTODIAL-JOB DESCRIPTION**

#### **CUSTODIAL WORKER**

**GENERAL STATEMENT OF DUTIES:** Performs cleaning, maintenance, and minor repair tasks; does related work as required.

**DISTINGUISHING FEATURES OF THE CLASS:** Under direct supervision, the duties of this class involve the efficient and economical performance of building cleaning. Duties may involve the performance of maintenance activities and minor repair tasks. This work is performed according to a well-established routine. Supervision may be exercised over Laborers and/or Cleaners.

**EXAMPLES OF WORK: (Illustrative Only)**

Sweeps, mops and waxes floors; washes walls and windows, dusts and performs other cleaning duties;

Dusts desks, woodwork, furniture and other equipment;

Cleans and mops lavatories and locker rooms and replaces soap or towels;

Empties wastebaskets and collects and disposes of refuse;

Moves and arranges chairs, tables and other furniture or equipment;

Maintains cleanliness and sanitation of a swimming pool by checking temperature, chlorine levels, vacuuming;

Assists with heavy work in kitchen and cafeteria;

Checks windows and doors to see that they are closed and locked when proper;

May make minor repairs to furniture, electrical fixtures, windows and shades, locks, faucets, heating system and other equipment;

May undertake routine maintenance tasks related to building operating systems, i.e.; changing filters, etc.;

May perform groundskeeping activities such as cleaning snow, mowing lawns, raking leaves, trimming shrubs, and general grounds maintenance such as clearing litter and debris;

May act as monitor before and after school and in cafeteria;

Performs a variety of errands and related custodial tasks.

**REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:** Working knowledge of building cleaning practices, supplies and equipment and the ability to use them economically and efficiently; familiarity with the operation and maintenance of heating systems; ability to make minor plumbing, electrical, carpentry, and mechanical repairs and perform a variety of routine maintenance tasks; ability to understand and carry out simple oral and written directions; willingness to perform custodial and other manual tasks; thoroughness; dependability; physical condition commensurate with the duties of the position.

**MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE:** None.

**SPECIAL REQUIREMENT FOR APPOINTMENT IN SCHOOL DISTRICTS:**

In accordance with the Safe Schools Against Violence in Education (SAVE) legislation, Chapter 180 of the Laws of 2000, and by the Regulations of the Commissioner of Education, candidates for appointment in school districts must obtain clearance for employment from the State Education Department prior to employment based upon a fingerprint and criminal history background check.

School Districts

J.C.: Non-Competitive Job Class Code: S430

1b Comment: Revised: 11/24/03

JRU



## **EXHIBIT IVB**

### **HEAD CUSTODIAL – JOB DESCRIPTION**

#### **HEAD CUSTODIAL WORKER\***

**GENERAL STATEMENT OF DUTIES:** Has complete charge of school building cleaning, maintenance and minor repair activities; does related work as required.

**DISTINGUISHING FEATURES OF THE CLASS:** Under general supervision, employees in this class are responsible for the efficient and economical maintenance of a school plant. In large districts, this class is usually in charge of only one building under the general supervision of the Superintendent of Buildings and Grounds. In smaller districts, a Head Custodial Worker may have charge over two or more buildings and be responsible to the Business Manager, Assistant Superintendent or an equivalent administrator. Considerable independent judgment is usually involved in carrying out the responsibilities of this position. Supervision is exercised over Senior Custodial Workers, Custodial Workers, Cleaners and maintenance personnel.

#### **EXAMPLES OF WORK: (Illustrative Only)**

Assigns Senior Custodial Workers, Custodial Workers, Cleaners and maintenance personnel to tasks and supervises their work;  
Supervises the maintenance and operation of heating and ventilating systems;  
Makes periodic inspections of maintenance activities to see that they are being performed according to best practice;  
Inspects work being performed by private contractors;  
Requisitions, receives, stores, and distributes building cleaning supplies;  
Prepares work schedules and keeps time records;  
Keeps records and makes reports of supplies used and activities carried on;  
Interviews and recommends the hiring of subordinate personnel;  
Instructs Custodial Workers and Cleaners in building cleaning and maintenance tasks;  
Maintains liaison between teaching staff and Custodial Workers;  
May undertake readings of school district's water system meters i.e. consumption, ultra-violet intensity, and monitor and clean equipment as required;  
May assist with custodial, maintenance and repair work, as required.

**REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:** Thorough knowledge of building cleaning practices, supplies, and equipment; good knowledge of the operation and maintenance of heating and ventilating equipment; working knowledge of the tools, terminology, and practices of one or more skilled trades; ability to plan and supervise the work of others; ability to prepare reports; ability to understand and follow written directions; ability to get along well with others; honesty; good judgment; dependability; initiative; thoroughness; physical condition commensurate with the duties of the position.

**MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE:** Either: (a) three years of experience in building cleaning, maintenance, and repair activities; or (b) one year of experience in building cleaning and maintenance activities and two years of experience in the field of carpentry, painting, electrical work, plumbing, heating or ventilating repair work; or (c) a satisfactory equivalent combination of the foregoing training and experience.

**NOTE:** Possession of the appropriate license and/or certification in accordance with the New York State Sanitary Code may be required by the school district for the operation of its water treatment system.

**HEAD CUSTODIAL WORKER**

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**SPECIAL REQUIREMENT FOR APPOINTMENT IN SCHOOL DISTRICTS:**

In accordance with the Safe Schools Against Violence in Education (SAVE) legislation, Chapter 180 of the Laws of 2000, and by the Regulations of the Commissioner of Education, candidates for appointment in school districts must obtain clearance for employment from the State Education Department prior to employment based upon a fingerprint and criminal history background check.

School Districts

J. C.: Competitive Job Class Code: S442

\*Note: Title change from "Head Custodian."

1d

Comment: Revised: 11/24/03

JRJ1

## EXHIBIT IVC

### SENIOR CUSTODIAL – JOB DESCRIPTION

#### SENIOR CUSTODIAL WORKER

**GENERAL STATEMENT OF DUTIES:** Supervises and assists in the performance of cleaning, maintenance and minor repair tasks; does related work as required.

**DISTINGUISHING FEATURES OF THE CLASS:** Under general supervision, employees in this class act as a lead worker over the custodial and/or cleaning staff either (1) on the evening or night shift, or (2) in a section of a large school on the day shift, or (3) in a school building where there is no Head Custodial Worker assigned. A Senior Custodial Worker usually works under the general supervision of a Head Custodial Worker. Supervision is exercised over the work of Custodial Workers and Cleaners.

**EXAMPLES OF WORK: (Illustrative Only)**

Assigns tasks to a crew of Cleaners and/or Custodial Workers and supervises their work;  
Instructs Custodial Workers and Cleaners in building, cleaning and maintenance work;  
Sweeps, mops, and waxes floors;  
Dusts furniture and other articles;  
Empties wastebaskets and disposes of rubbish;  
Replaces light bulbs, towels, soap and other supplies;  
Paints rooms and equipment;  
Repairs furniture;  
Makes minor plumbing and electrical repairs;  
Performs or oversees routine maintenance tasks related to building operating systems;  
Operates and maintains heating and ventilating systems;  
Moves and arranges chairs, tables, and other furniture or equipment;  
Checks doors and windows to see that they are closed and locked when building is to be secured.

**REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:** Good knowledge of building cleaning practices, supplies, and equipment; good knowledge of the operation and maintenance of heating and ventilating equipment; ability to supervise the work of others; ability to understand and follow written directions; dependability; initiative; thoroughness; physical condition commensurate with the duties of the position.

**MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE:** Either: (a) two years of experience in building cleaning, maintenance and minor repair activities; or (b) one year of experience in building cleaning and maintenance activities and one year of experience in the field of carpentry, painting, electrical work, plumbing, heating or ventilating repair work; or (c) a satisfactory equivalent combination of the foregoing training and experience.

**SPECIAL REQUIREMENT FOR APPOINTMENT IN SCHOOL DISTRICTS:**

In accordance with the Safe Schools Against Violence in Education (SAVE) legislation, Chapter 180 of the Laws of 2000, and by the Regulations of the Commissioner of Education, candidates for appointment in school districts must obtain clearance for employment from the State Education Department prior to employment based upon a fingerprint and criminal history background check.  
School Districts

J. C.: Competitive Job Class Code: S412  
\*NOTE: Title change from Senior Custodian.\*

1d Comment: Revised: 11/24/03  
JRJ I

## **EXHIBIT IVD**

### **CLEANER – JOB DESCRIPTION**

#### **CLEANER**

**GENERAL STATEMENT OF DUTIES:** Performs routine cleaning duties; does related work as required.

**DISTINGUISHING FEATURES OF THE CLASS:** Under supervision, performs manual work involved in cleaning and caring for public buildings(s), parking structure(s), and adjacent yards and sidewalks. The work of a Cleaner is distinguished from caretaker in that a person in this position is not required to perform handyman repairs or care for furnaces.

**EXAMPLES OF WORK: (Illustrative Only)**

Mops and/or sweeps floors, corridors, and stairs;  
Cleans lavatories, when applicable;  
Dusts desks, chairs, tables, bookshelves, filing cabinets;  
Empties trash receptacles;  
Waxes furniture and floors;  
Washes windows, walls, and partitions;  
Vacuums floors, rugs and carpets;  
Moves furniture;  
Mows lawns;  
May shovel snow, clean sidewalks, yards, and driveways.

**REQUIRED KNOWLEDGE, SKILLS, AND ATTRIBUTES:**

Familiarity with building/structure cleaning practices, supplies, and equipment; ability to use building cleaning supplies and equipment; ability to understand and follow simple oral and written instructions; willingness to perform manual tasks; thoroughness; dependability; honesty; physical condition commensurate with the duties of the position.

**MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE:** Ability to read and write English and preferably some cleaning experience.

Towns, Villages,  
Special Districts,  
Cities of Rye & Peekskill  
J.C.: Labor Job Class Code: 0447

1