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Contract Database Metadata Elements

Title: **Pine Bush Central School District and Service Employees International Union, AFL-CIO, Local 74 (2005) (MOA)**

Employer Name: **Pine Bush Central School District**

Union: **Service Employees International Union, AFL-CIO**

Local: **74**

Effective Date: **07/01/05**

Expiration Date: **06/30/09**

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**MEMORANDUM OF AGREEMENT
PINE BUSH CENTRAL SCHOOL DISTRICT
AND
LOCAL 74 OF THE
SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO
OPERATIONS & MAINTENANCE**

DH
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DM
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It is hereby agreed by and between the Board of Education of the Pine Bush Central School District and the Local 74 of the Service Employees International Union, AFL-CIO, Operations and Maintenance that the Contract which expired on June 30, 2005 shall be extended for an additional four (4) years. The new Contract shall commence on July 1, 2005 and shall expire on June 30, 2009. The Contract shall remain unchanged except as provided in this Memorandum.

1. Page 3 Article IV, #2 (Job Security)

Replace "on an annual basis," with "Upon reasonable request," (AGREED).

2. Page 3 Article IV, #3 (Job Security)

After "All vacant positions will be filled by the District by permanent (probationary) employees within ninety (90) days of said vacancy, add "with part-time and or full-time Local 74 personnel." (AGREED).

3. Page 5 Article VI (Holidays) - In §1, sentence 2, add the word "Office" after the word "District." (AGREED)

4. Page 6 Article VII (Vacations),


- In §6, delete first sentence (AGREED).
- Delete §7 (AGREED).

5. Page 7 Article VIII (Leave Time),

- At the end of §3, add the words "or when there is a pattern of use of leave accruals." (AGREED)
- In §7, line 1, after the word "holidays," add "to extend vacations." (REMOVE REQUEST)
- In §9, provide for two (2) paid working days for bereavement leave in the event of the death of a brother-in-law or sister-in-law (AGREED).

6. Page 12 Article XII (Benefits)

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In §4, add that the final approval for the uniform shall be made the Superintendent or designee. (AGREED).

7. New Article - entitled "Motor Vehicle Convictions"

Any unit member who, as a regular part of his/her employment, drives a vehicle for the District business must notify his/her Department Head, by the next business day, of any and all moving motor vehicle convictions, whether due to driving on or off duty. (AGREED).

8. Page 17 Schedule B, Section 1

The District's contribution to the Local 74 Welfare Fund shall be increased as follows:

- Effective July 1, 2005 - \$2.78
- Effective July 1, 2006 - \$3.02
- Effective July 1, 2007 - \$3.34
- Effective July 1, 2008 - \$3.70

(AGREED)

9. Page 17 Schedule B, Section 3

Effective July 1, 2006, the District will contribute \$0.05 per hour per employee for the Local 74 Legal Services Fund.

(AGREED)

10. Page 17 Schedule B, Section 4

Effective July 1, 2006, the District will contribute \$0.08 per hour per employee to the Local 74 Training and Scholarship Fund.

(AGREED)

11. Page 17 Schedule "B" Benefits

Replace Section 2 with the following:

"The District shall pay one-half (1/2) of the amount that it contributes to the Local 74 Welfare Fund on behalf of active employees, for any unit member, with at least twenty-five (25) years of service, who retires from the District in accordance with the requirements of the Employees Retirement System ("ERS"). In order to be eligible for this contribution, the employee must be collecting his/her ERS pension and be covered in retirement under the health insurance plan through the Local 74 Welfare Fund. The District may require proof that the retiree is covered under the health insurance plan through the Local 74 Welfare Fund. Failure to provide

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proof of enrollment within 30 days of the written request being made shall result in the District's withholding the contribution. The parties agree to discuss the method of payment and termination of coverage for nonpayment.

Effective July 1, 2006, the District shall pay one-half (1/2) of the amount that it contributes to the Local 74 Welfare Fund on behalf of active employees, for any unit member, with at least twenty (20) years of service, who retires from the District in accordance with the requirements of the Employees Retirement System ("ERS") and is covered in retirement under the health insurance plan through the Local 74 Welfare Fund.

Effective July 1, 2006, the District shall pay fifty-five percent (55%) of the amount that it contributes to the Local 74 Welfare Fund on behalf of active employees, for any unit member, with at least twenty-five (25) years of service, who retires from the District in accordance with the requirements of the Employees Retirement System ("ERS") and is covered in retirement under the health insurance plan through the Local 74 Welfare Fund.

Effective July 1, 2007, the District shall pay sixty percent (60%) of the amount that it contributes to the Local 74 Welfare Fund on behalf of active employees, for any unit member, with at least twenty-five (25) years of service, who retires from the District in accordance with the requirements of the Employees Retirement System ("ERS") and is covered in retirement under the health insurance plan through the Local 74 Welfare Fund.

Effective July 1, 2008, the District shall pay sixty-five percent (65%) of the amount that it contributes to the Local 74 Welfare Fund on behalf of active employees, for any unit member, with at least twenty-five (25) years of service, who retires from the District in accordance with the requirements of the Employees Retirement System ("ERS") and is covered in retirement under the health insurance plan through the Local 74 Welfare Fund.

(AGREED).

12. Page 15 Schedule "A" Wages

Base salaries shall be increased as follows:

- Effective July 1, 2005 - 3.75%
- Effective July 1, 2006 - 4.00%
- Effective July 1, 2007 - 4.00%
- Effective July 1, 2008 - 4.00%

(AGREED).

In order to be eligible for a July 1, 2005, retroactive salary increase, the employee must be on the payroll at the time of ratification of this agreement, or have retired from the district between the effective date of the raise and the ratification of the agreement. (AGREED)

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13. Add Article XI – LABOR/MANAGEMENT COMMITTEE – A Labor Management Committee will be created to discuss matters of mutual concern. The Committee will consist of the Superintendent or her/his designee, the Local 74 Shop Steward and three representatives appointed by the Local 74 Shop Steward. Each party may invite others to attend meetings to address specific issues. The Committee will meet as needed. Each party may submit agenda items prior to the meetings. Copies of the agenda will be sent to the Superintendent or her/his designee and the Local 74 Shop Steward at least three days prior to the meeting. Additional items may be added to the agenda by mutual consent. This Committee is not intended to replace the collective bargaining process or the grievance procedure. [See attached proposed evaluation tool] (AGREED)

PINE BUSH CENTRAL SCHOOL DISTRICT

Dated:

By: _____

LOCAL UNION 74, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

Dated:

By: _____

S. J. L.
6/19/07

6/19/07

**PINE BUSH CENTRAL SCHOOL DISTRICT
OPERATIONS & MAINTENANCE EMPLOYEES EVALUATION**

STATEMENT OF PURPOSE:

The goal of evaluation is to provide operations & maintenance employees with a clear assessment of their performance. In order to achieve this goal the evaluation process must:

1. Focus attention on quality performance and continuous improvement.
2. Provide an opportunity for administrators and operations & maintenance employees to establish goals for improvement, if any.
3. Document unsatisfactory performance, the efforts undertaken by the administrator to help operations & maintenance employees improve, and the results of those efforts.

PROCEDURES:

The operations & maintenance employee's evaluation will be completed as follows:

- The administrator will complete the evaluation form. Following this, the administrator and the operations & maintenance employee will meet to discuss the evaluation. During this conference the administrator and the operations & maintenance employee will discuss and establish goals for improvement as needed. Following the conference, the operations & maintenance employee will have the opportunity to record any comments, then sign and date the evaluation form.
- All probationary operations & maintenance employees will be evaluated before the end of their probationary period. A first evaluation should be completed after the first two (2) months, and at least one more evaluation should be completed prior to the end of probation. This will allow the administrator to indicate areas that require improvement or in which performance is unsatisfactory, and provide the operations & maintenance employee an opportunity to meet improvement goals before the end of the probationary period.
- Permanent operations & maintenance employees will be evaluated, at a minimum, annually. Administrators may choose to evaluate permanent employees more often.
- This evaluation will be distributed as follows:
 - Original in Personnel File
 - Copy to Operations & Maintenance Employee
 - Copy to Administrator

A. J. L.
6/19/07
(Signature)
6/19/07

**PINE BUSH CENTRAL SCHOOL DISTRICT
OPERATIONS & MAINTENANCE EMPLOYEES EVALUATION**

Name: _____ Date: _____

Building: _____ Administrator: _____

Position: _____

_____ 12 month _____ 10 month _____ Full Time _____ Part Time
(check one) (check one)

_____ Permanent _____ Probationary
(check one)

Describe the operations & maintenance employee's job knowledge, attitude toward work, and attendance/punctuality:

Describe the operations & maintenance employee's work habits, such as initiative, quality of work, cooperation, and professional image:

Describe the operations & maintenance employee's ability to deal with the public/staff/students and emergency/safety procedures:

Give a brief summary including whether the administrator's evaluation of the operations & maintenance employee is satisfactory or unsatisfactory and any suggestions for improvement, if needed:

A. F. S.
6/19/07
(Signature)
6/19/07

**PINE BUSH CENTRAL SCHOOL DISTRICT
OPERATIONS & MAINTENANCE EMPLOYEES EVALUATION**

Operations & Maintenance Employee's Comments:

Additional Comments:

I acknowledge that I have reviewed this document.

Operations & Maintenance Employee's Signature

Date

Administrator's Signature

Date