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CONTRACTUAL AGREEMENT

BETWEEN THE

YORK CENTRAL SCHOOL BOARD OF EDUCATION

AND THE

YORK CENTRAL SCHOOL CUSTODIAL PERSONNEL ASSOCIATION

FOR

JULY 1, 2011 THROUGH JUNE 30, 2014

INDEX

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NO.</u>
Preamble	This Agreement	2
1.0	Recognition	3
2.0	Wages – Clothing Allowance	4
3.0	Pay Dates	5
4.0	Longevity	5
5.0	Experience	6
6.0	Sick and Personal Days	6
7.0	Paid Holidays	8
8.0	Vacations	8
9.0	Insurance	9
10.0	On the Job Accidents	9
11.0	Sick Leave, Special Coverage	10
12.0	Complaints	10
13.0	Workshop Expenses	10
14.0	Seniority Rights	10
15.0	Job Bidding	11
16.0	Negotiations Procedures	11
17.0	Grievance Procedures	11
18.0	Family Medical Leave Act	13
19.0	Student Discipline and Employee Protection	13
20.0	Duration of Agreement	14

PREAMBLE

This Agreement entered into this 1st day of July, 2011 by and between the Board of Education of the York Central School District, Livingston County, hereinafter referred to as the "Board", and the York Central School Custodial Personnel Association hereinafter called the "Association".

WITNESSED

WHEREAS, 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 thereof, shall not become effective until the appropriate Legislative body has given approval.

WHEREAS, The Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act), to negotiate with the Association as the representative of its non-instructional personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understanding which their desire to confirm in this Agreement.

In consideration of the following:

Savings Clause

If any provision of this Agreement is or shall be at any time contrary to law or ruling of the courts or the Commissioner of Education said provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event any provision of this agreement is or shall be contrary to law, all other provisions of this agreement shall continue in full force and effect. Should a provision be found contrary to law, it will be subject to immediate renegotiations.

SECTION 1.0 RECOGNITION

The Board, having determined that the Association is supported by a majority of the custodial department personnel in a unit composed of full and part-time custodians and cleaners and laundry workers (the head custodian; the assistant head custodian; the maintenance person(s); second shift supervisor and the groundskeeper are excluded from this unit), hereby recognizes the York Central School Custodial Department Personnel Association as the exclusive negotiating agent for the custodial personnel in such unit.

SECTION 2.0 WAGES – CLOTHING ALLOWANCE

2.01 Custodial Staff rates in effect for the school year 2011-2012, 2012-2013 and 2013-2014:

	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
Employees hired prior to 7/1/08	18.68	19.08	19.48
Employees hired after 6/30/08	14.18	14.58	14.98

Shift Differential

Shift 2 \$.12 per hour
Shift 3 .33 per hour

2.02 Employees hired prior to July 1, 1984 will receive a \$300.00 Civil Service payment in the first special payroll of the fiscal year (Payroll A).

2.03 Hourly rates:	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
Extra & Substitute Cleaners	9.00	9.00	9.00

2.04 Extra time and overtime for full-time custodians and cleaners shall be paid at the individual's hourly rate or time and a half if over 40 hours per week. Overtime earned for Sunday events will be paid at double the individual's hourly rate. Double time for Sunday events do not include an individual's regularly scheduled work hours.

2.05 Holidays and vacation days falling during the work week shall be counted as workdays in computing overtime.

2.06 Sick and unexcused days absent from work shall not count as workdays in computing overtime.

2.07 If a ten (10) month employee is absent from work without proper authority: for 180 day contract: a deduction of 1/185 of his/her annual salary shall be made for each day of unauthorized absence.

2.08 If a twelve (12) month employee is absent from work without proper authority a deduction of 1/260 of his/her annual salary shall be made for each day of unauthorized absence.

2.09 Any regular ten (10) month employee required to work in excess of 180 days in his/her regular position shall be compensated at his/her contract rate provided no other rate applies.

2.10 Special Events that request or need a custodian to be on duty will be assigned, by the Head Custodian, based on a rotation system. An extra duty board will be posted for each custodian to place their name by seniority. Names will be left on the board until an individual requests that it be removed. When events are posted they will be assigned to the first name on the board. A person may pass on an event and remain at the top of the board for the following reasons:

- 1) The person is already schedule to work their regular shift and can not work the event before or after their regularly scheduled shift.
OR
- 2) The person is off due to sickness, vacation or personal time.

Each assignment will be a minimum of three hours.

2.11 Clothing Allowance – All regular employees shall receive an annual allowance of \$125.00 for the purchase of shirts to be worn when on duty. The District reserves the right to determine the style and wording.

SECTION 3.0 PAY DATES

3.01 Pay dates shall be on a bi-weekly basis, every other Thursday.

SECTION 4.0 LONGEVITY

4.01 Longevity will be paid to employees hired prior to 7/1/99 at a rate of \$50.00 per year after the fifth year of service. Employees hired on or after 7/1/99 will be paid at a rate of \$30.00 per year after the fifth year of service. The maximum amount of Longevity an employee may receive is \$1,000.00. Employees presently receiving more than \$1,000.00 will continue to receive that amount. Longevity will be paid as a lump sum in the first special payroll of the fiscal year (Payroll A).

SECTION 5.0 EXPERIENCE

5.01 Experience for pay purposes is determined as follows:

1. Regular employees - all regular employees shall be brought up to the experience wage level over a two year period of service. A regular employee's service time shall commence at the day of appointment by the Board of Education. After one full year of service, the employee shall receive one-half of the difference between the experience rate of pay and the entry rate of pay of his/her department, plus any negotiated increases. After two full years of service, the employee will be placed at the experience rate of pay. A full year of service is 2080 hours for custodial department.
2. Entry level experience is negotiable. An employee shall be granted service experience for service time as a long term substitute for maternity, worker compensation cases, etc. Experience credit may be granted for routine day to day substitutes.

SECTION 6.0 SICK AND PERSONAL DAYS

6.01 All twelve (12) month employees shall be entitled to twelve (12) sick days per year; ten (10) month employees shall be entitled to ten (10) sick days per year; both accumulative to 220 days. Example - an employee's normal work day is 8 hours per day and is entitled to 12 sick days. The time earned would be 96 hours of sick time. Also if the employees normal work day for the school year is 8 hours the maximum number of accumulated hours would be 1760.

Employees not using any sick time in a month will be granted an additional one hour for sick time that month. The time will be credited in the month immediately following the month in which no sick time was used. Employees may use sick time for bereavement purposes as noted in Section 6.02 and will still be eligible to receive the additional sick time provided no other sick time has been used and adequate proof is submitted if requested.

6.02 Beside personal illness this leave may be used for serious illness or death in the immediate family. In the event of illness or death, the immediate family may be defined as parents, spouse, brother, sister, children and dependents who reside in the immediate family. In case of death, the immediate family shall include the following additions: aunt, uncle, grandparents and corresponding in-laws.

6.03 Sick days earned in excess of the maximum 220 days (1760 hours) will be paid at the employees daily rate as noted above, at the end of the school year.

- 6.04 Upon the Superintendent's request all employees will provide medical verification and/or documentation when absent from work for a period of three consecutive days. Employee will not be allowed back to work until a medical note is received.
- 6.05 An addition, for employees hired prior to 7/1/93, the Board has granted three (3) personal days per year which are accumulative to four (4) days. Employees hired after 7/1/93 will be granted two (2) personal days per year which are accumulative to four (4) days. Example - an employee's normal work day is 8 hours per day and is entitled to 2 personal days. The time recorded and noted on the employee's paycheck would be 16 hours of personal time. Personal days which, when accumulated would exceed the four permitted, shall be considered as sick days and be allowed to accumulate as such to the allowable maximum of 220 days. All personal days must have the prior approval of the department head. Personal days may be used before or after a scheduled vacation with a four (4) week notice to the supervisor. No more than two (2) people may take a personal day on the same day.
- 6.06 Payment for unused sick days: An employee with 20 years of service to the district shall have the salary of their last year with the district increased by an amount equal to the number of unused sick days, up to 220 multiplied by the specified rate. Notification requirements for cash payment of unused sick days are as follows:
1. Employees wishing to retire after January 31st shall notify the District, in writing, by April 1st of the school year preceding the school year of retirement.

OR

2. Employees wishing to retire at the end of the school year, June 30th, shall notify the District, in writing, by March 1st of that school year.

Payment per day is as stated in this section. Failure to meet the notification requirements will cancel the cash benefit.

OR

Upon leaving the district with 20 or more years of service, the employee shall receive \$40.00 per day for unused sick days, up to 220 days, such amount to be credited toward the purchase of participation in the district's health insurance program, until such amount is exhausted.

SECTION 7.0 PAID HOLIDAYS

7.01 The following twelve (12) days shall be considered as paid holidays:

1. New Year's Day
- * 2. President's Day
3. Good Friday
- * 4. Memorial Day
5. July Fourth
6. Labor Day
- * 7. Columbus Day
- * 8. Veteran's Day
9. Thanksgiving Day
10. The day after Thanksgiving Day
11. Christmas Day
12. Martin Luther King Day
13. Employee's birthday, or compensating time off with approval of supervisor or superintendent.

* When school is not in session.

This section does not apply to any part-time or ten (10) month employees.

SECTION 8.0 VACATIONS

8.01 Twelve (12) month employees shall be entitled to paid vacations as follows:

after one (1) year continuous service	2 weeks
after seven (7) years continuous service	3 weeks
after fifteen (15) years continuous service	4 weeks
after twenty-five (25) years continuous service	5 weeks
after thirty (30) years continuous service	6 weeks

8.02 An employee's vacation period shall not conflict with the efficient operation of the school. Vacations shall be arranged between the school (department head) and the employee, and every effort shall be made by the school (department head) to suit the employee's convenience.

8.03 Employees can not carry over more than 40 unused vacation hours to the next fiscal year. Any current employee with more than 40 hours of unused vacation as of 6/30/95 will be allowed to carry that excess amount over succeeding years. Employees that do have an excess of 40 hours will be given a one time option of being paid for those hours in excess of 40 hours. Employees opting to be paid for the hours in excess of 40 must notify the Business Office, in writing no later than 7/15/05. Payment will be made in Payroll A.

SECTION 9.0 INSURANCE

- 9.01 The District shall provide health, including prescription, and dental insurance coverage through the Non-Monroe County Municipal School District Program (NMCMSCP). Enrollment in the plan will be according to plan and district guidelines.
- 9.02 Cost sharing of health insurance for health insurance for full-time employees hired prior to 7/1/05 will be 85% District / 15% Employee.
- 9.03 Cost sharing for part-time employees (less than forty hours per week and/or less than twelve months per year), regardless of hire date, will be as follows:
Over 20 hours per week: 60% District/ 40% Employee
20 hours or less per week: 40% District/ 60%Employee
- 9.04 Employees hired after 6/30/05 will pay the balance of the premiums in excess of the district contributions. The district will contribute the following amounts toward the purchase of health and dental coverage provided through Section 10.01
- | | |
|--------------------------|-------------|
| Single Health Coverage | \$ 3,042.00 |
| 2-Person Health Coverage | \$ 6,514.00 |
| Family Health Coverage | \$ 7,373.00 |
| Single Dental Coverage | \$ 280.00 |
| Family Dental Coverage | \$ 726.00 |
- 9.05 Employees hired after 7/1/93 will no longer be eligible for health insurance coverage if their spouse can obtain coverage through their place of employment. The employee must submit proof from the spouse's employer of health insurance status on a semi-annual basis.
- 9.06 An employee hired prior to 7/1/93, who is at least 55 years of age, retires after twenty-five (25) calendar years of employment, the District will pay for the employee's health insurance coverage on a pro-rated basis as stated in Section 9.03 of the contract at the time of retirement for the balance of the employee's life.

SECTION 10.0 ON THE JOB ACCIDENTS

- 10.01 In the event of an on the job accident, the employee will suffer no loss in pay for the day of the accident.
- 10.02 Nor shall his/her sick time be decreased for such a day.

SECTION 11.0 SICK LEAVE SPECIAL COVERAGE

- 11.01 The Board agrees the accumulated sick leave for unit members shall be extended up to twenty (20) working days when absence from work is caused by a major illness or accident.
- 11.02 This special coverage shall be applicable in the event of more than one major illness or accident in one working year.
- 11.03 In the counting of the extra twenty (20) days, days (holidays, school closing, etc.) when an employee is not required to be on duty shall not be included in such count.
- 11.04 It is to be understood that for ten (10) month employees, this special twenty (20) day coverage shall not be extended beyond the normal working year.
- 11.05 It is also understood that all compensation insurance provisions shall be applicable in job connected absences.
- 11.06 Eligibility for this coverage shall be determined by the Superintendent, a designated member of the association and Business Manager.

SECTION 12.0 COMPLAINTS

- 12.01 Complaints against York Central School personnel shall be presented to them through their department heads and the original complaint shall be in writing in so far as possible and shall name the complaint. Should the complaint result in a grievance, the employee should utilize the regular grievance procedure.

SECTION 13.0 WORKSHOP EXPENSES

- 13.01 The Board shall pay travel and meal expenses for approved workshop days.

SECTION 14.0 SENIORITY RIGHTS

- 14.01 Seniority is based upon years of service within a particular department. If any position is eliminated, the person with least seniority, and with same job title, will be laid off. Seniority shall start from date and time of employment.

Custodial Eight (8) or more hours per day for fiscal year.
 Four (4) or more hours per day for school year for part-time.

Exclusions Summer work and substitutes

- 14.02 No one shall be considered for someone else's position unless there is an opening. Simple seniority shall prevail provided the employee meets the condition of being a regular employee. Involuntary interruption of service shall not penalize rights. Voluntary interruption of service shall void

accumulated seniority and new seniority service dates shall be instituted upon return of the employee.

SECTION 15.0 JOB BIDDING

- 15.01 Any regular job or opening shall be posted for three (3) working days and shall be awarded according to seniority and qualifications, such qualifications to be judged and determined by the management of the District.
- 15.02 All vacancies in the departments will be filled with the best qualified candidate, whenever possible a District resident, such qualifications to be judged and determined by the management of the District. All applicants bidding on a vacant position will be notified within two business days of the completion of the bidding process as to which individual will be awarded the position. The awarding of the position is contingent upon official approval of the Board of Education.

SECTION 16.0 NEGOTIATION PROCEDURES

- 16.01 It is contemplated that terms and conditions of employment in this Agreement shall remain in effect until altered by mutual agreement, in writing, between the parties, any change of contractual conditions made during the period of this contract will be developed as a result of the grievance procedure.
- 16.02 No later than February 1 of each year the parties will enter into good faith negotiations over a successor agreement covering the following year.
- 16.03 Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

SECTION 17.0 GRIEVANCE PROCEDURE

- 17.01 Definition:
1. A "grievance" shall be defined as a claimed violation, misinterpretation, or misapplication of any provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
- 17.02 Purpose:
The purpose of the grievance procedure is to secure equitable solutions to problems which arise between staff, department heads, administration, Board of Education and District.
- 17.03 Procedure:

All employees who have problems concerning their job or its activities shall refer them to their immediate superior for any initial action of adjustments. If the problem cannot be resolved, the alleged grievance should be discussed at the Grievance Committee. If the Committee deems the grievance meritorious, the grievance should be processed as follows:

Level 1

The aggrieved party shall within ten (10) days school business of when he/she knew or should have know of an alleged violation of the Agreement, orally present his/ her grievance to his/her immediate supervisor who in turn shall in turn render his/her decision or take appropriate action with three (3) school days. If the grievance is still not resolved, the aggrieved party should proceed to Level 2.

Level 2

The aggrieved party shall present a written grievance report to the superintendent within ten (10) days school business of orally presenting his/her grievance pursuant to Level 1. The Superintendent shall in turn have seven (7) school business days to render his/her decision or take appropriate action. The superintendent shall also furnish a written report of his/her action or disposition of the case. If the grievance is still not resolved at Level 2, the aggrieved party should proceed to level 3.

Level 3

If the grievance is not settled at Level 1 or Level 2 a written request from the grievance shall be made to the superintendent requesting that the grievance be heard by the Board of Education. The grievance shall be presented to the Board of Education for their consideration no earlier than two weeks from the date of the request or at the next regular meeting of the Board of Education. A written summary of the Board's action shall be given to the aggrieved party within ten (10) school business days of consideration by the Board.

Level 4

If the aggrieved person and the Association Grievance Committee are not satisfied with the decision at Level Three, or if no decision has been rendered within ten (10) school business days, and the Association Grievance Committee determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) school business days of the decision at level Three.

1. The Association and the Board may agree upon a mutually acceptable arbitrator. If they do not, the Association may submit the matter to the American Arbitration Association for selection of an arbitrator in accordance with American Arbitration Association rules.

2. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which will violate the terms of this Agreement. In grievance arising under the Contract, the decisions of the arbitrator shall be binding on both parties. In grievance arising outside the scope of the Contract, the recommendations of the arbitrator shall be advisory.
3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be the responsibility of the losing party. If there is a dispute as to which is the losing party, the arbitrator will request to resolve the matter.

17.04 The employee Grievance Committee shall consist of a member or members designated by the association.

17.05 If the grievance is approved and involves wages, the full wages shall be retroactive from the date of Level 1.

SECTION 18.0 FAMILY MEDICAL LEAVE ACT

18.01 All leave and benefit provisions of this contract will be counted toward leave and benefit provisions of the Family Medical Leave Act of 1993 where applicable. FMLA leave and benefits will be applied to eligible employees if contractual leave and benefits provide less than FMLA.

SECTION 19.0 STUDENT DISCIPLINE AND EMPLOYEE PROTECTION

19.01 The following actions and protections shall be provided for the employee by the Administration and Board:

Assault, threat of physical harm, or other violence including property damage, abusive language or abusive actions: student will be sent to the Administrator for appropriate discipline. Possible disciplinary actions which could be imposed at the discretion of the Administration, but are not limited to the following:

1. Suspension (immediate or delayed)
2. Both parents called in for conference, unless extenuating circumstances prevent both parents being present.

The following specific protection shall be provided the Administration and the Board:

Right to expect and will receive complete cooperation from the faculty and staff.

SECTION 20.0 DURATION OF AGREEMENT

20.01 This contract shall be effective as of July 1, 2011 and shall continue in effect through June 30, 2014.

ASSOCIATION

BOARD OF EDUCATION

Barbara Spezzano

Linda Powell

Melody Chest

David Sperino

Daniel Murray, Superintendent

Howard A. Forsythe, Business Mgr.