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AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**YORKTOWN CENTRAL
SCHOOL DISTRICT**

and
**CSEA Local 1000 AFSCME,
AFL-CIO**



Yorktown CSD Custodial Unit #9249
Westchester County Local 860

July 1, 2012 – June 30, 2015

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ARTICLE 1
RECOGNITION

1.1 The Board of Education, Yorktown Central School District, Yorktown Heights, New York, recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester County Local 860, Yorktown Custodial Unit, No. 9249, as the exclusive representative of the employees in the Department of Administrative Services in the job titles of Head Custodian, Maintenance Mechanic, Senior Custodian, Custodian, Custodial Worker, Cleaner, Groundsman, Custodian/Bus Driver, Courier/Cleaner, and School Attendant/Cleaner.

1.2 The parties acknowledge that from time to time the District may seek to appoint a member of the bargaining unit to serve as its asbestos designee pursuant to the requirements of AHERA. On such occasions, the appointee shall be paid a stipend as determined by the District; provided, however, the Union acknowledges that the work of the asbestos designee does not constitute work exclusively performed by the members of the bargaining unit, and may be assigned to administrative personnel or others, without an obligation to negotiate such assignment or the affects thereof.

ARTICLE 2
UNION ACTIVITY

2.1 There are to be no Union activities during working hours without prior approval of the Director of Facilities. Employee and Union field representatives shall not interfere with the normal operations of the District in conducting Union business.

2.2 District representatives and/or CSEA field representatives, in accordance with Article 2.1, shall have free access to employees for purposes of administering this Agreement and handling grievances upon notice to the Director of Facilities.

2.3 The President and/or designated officials of the Custodial Unit may request and shall be granted leave with pay to attend CSEA County or State workshops or conferences. Such leave shall not exceed a total of ten (10) days for each year of this contract, noncumulative.

2.4 Pursuant to the terms and conditions of the Public Employees' Fair Employment Act, the Board shall deduct from the wages of all members of the Custodial Unit who have so authorized and directed the board to do so in writing, and remit to the CSEA, dues for the following professional organization: Yorktown Custodial Unit, Westchester Chapter, CSEA, Inc. These deductions shall commence at an agreed upon pay period, after July 1. The Custodial Unit and the Board shall determine such pay period. Pursuant to Section 208.3(b) of the Civil Service Law, the Board agrees to deduct from the wages of all members of the bargaining unit represented by the Yorktown Custodial Unit of the CSEA who have not filed dues deduction authorizations with the Board an amount equivalent to the amount of dues levied by the Yorktown Custodial Unit of the CSEA and to remit the sums so deducted to the Civil Service Employees Association, Inc., Local 1000, 143 Washington Avenue, Albany, NY 12210. The pay periods for which such deductions shall be made shall be as determined in accordance with the above.

The CSEA hereby holds the Board of Education and the School District harmless for any funds deducted pursuant to the provision and hereby represents that it has a lawful rebate procedure that applies withal statutory and constitutional mandates. If for any reason said rebate procedure is deemed unlawful by an appropriate agency or court, the School District shall no longer have an obligation to deduct agency shop dues until such time as the CSEA's rebate procedure is deemed lawful by an appropriate agency or court.

2.5 A Labor Management Committee shall be established to resolve problems that may arise as the result of the administration of this Agreement. The committee shall consist of two members designated by the Union and two designated by management. The committee shall meet upon agreement of the parties but no less than two (2) times in each fiscal year with the understanding that only one (1) hour of each meeting shall be on District time. The committee shall have no authority to alter the terms of this Agreement.

ARTICLE 3 **WORK SHIFTS**

3.1 All full-time employees shall work forty (40) hours per week, exclusive of a half (1/2) hour lunch. Shift assignments will be made to begin between 6:00 a.m. and 11:30 a.m. or between 12:00 noon and 2:30 p.m. These shift assignments will end no later than 11:00 p.m. The District may, if it chooses, establish a shift between 5:00 p.m. and 1:30 a.m. Additionally, the District may assign an employee to a third shift, to start at 11:00 p.m. and end at 7:30 a.m. at the high school only. Third shift assignments are for the high school only. Fifteen (15) working days prior notice, except in an emergency, shall be given for changes in shift assignments.

3.1a The parties hereby agree that an additional employee will be hired and scheduled to work a Tuesday through Saturday schedule during the day shift at the high school.

3.1b The parties also agree that the District will post a third shift position April to June and will select the employee to work that shift from those volunteers. If no employee volunteers, the District will assign the least senior employee currently working at the high school. The third shift will be used at the high school and the employee will be assigned cleaning duties. The District agrees not to assign the employee on the third shift any task that require climbing stepladders or stripping floors and will provide that employee with a cell phone. The employee will not be held responsible for acts of vandalism occurring elsewhere on campus or in the building

3.1c The District may create and fill a Tuesday – Saturday day shift at the middle school by seeking volunteers or when filling the next vacancy.

3.1d A Tuesday – Saturday shift will be created for the O&M Department, effective July 1, 2008. Volunteers will be solicited from within the Unit. Should no employees accept the aforementioned shift, a new hire will fill this vacancy.

3.2 Effective the day after graduation and continuing through August 31st, full-time employees shall work seven (7) hours daily, five (5) days per week, exclusive of a half (½) hour lunch. After thirty-seven and half (37½) hours of work, employees will be entitled to time and one-half pay. (Prior to ratification of the 2004-2008 Agreement the 37½ hour provision shall be reduced to 35 hours).

3.3 Effective September 1st through Graduation Day, on days when schools are not in session on a District-wide basis, full-time employees shall work a reduced workday of seven (7) hours daily, exclusive of a half (½) hour lunch. On these days only, employee will be entitled to time and one-half pay after thirty-seven and half (37½) hours of work. (Prior to ratification of the 2004-2008 Agreement the 37½ hour provision shall be reduced to 35 hours).

3.4 Snow removal procedures shall be coordinated through the Director of Facilities. District personnel shall be available to sand each location as required; in addition, they shall provide assistance in clearing snow from other locations when deemed necessary. Head custodians at each location shall be responsible for snow removal at their respective locations. It shall be their responsibility to insure that removal procedures begin in a timely fashion and continue expeditiously until all areas have been cleared of snow.

If prior to school opening, a decision has been made to close schools, inclusive of Saturday cancellation of school activities due to inclement weather, only those employees necessary for snow removal shall be required to work. They shall be paid at the prevailing overtime rate.

Should schools be closed for more than one consecutive day, all employees shall report to work, and work their full shift, at their regular rate, on each subsequent day that schools are closed.

In the event that schools are closed during the regularly scheduled school day, due to inclement weather, employees on a 2nd shift will be allowed to come in early and work an abbreviated work shift, as approved by the Director of Facilities, or designee.

3.5 Foul weather gear will be provided when custodial personnel are required to work on snow removal.

3.6 Rubber shoes or boots to protect employees' shoes will be provided for employees involved in stripping floors.

3.7 The District may hire a part-time person without benefits who is to be assigned to the high school. If this position increases to more than twenty (20) hours per week, including Saturdays, full benefits will be provided.

3.8 Should a bus driver report to work and his/her run is cancelled, the driver will receive two (2) hours of call-in pay.

ARTICLE 4
WORK YEAR

4.1 The work year for all custodial personnel shall be for a twelve-month period beginning July 1st and continuing through June 30th of each year.

ARTICLE 5
HOLIDAYS

5.1 Twelve-month employees are entitled to fourteen (14) holidays. These are as follows:

Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King's Jr.'s Birthday
Thanksgiving Day	Presidents' Day
Friday after Thanksgiving	Good Friday
Christmas Eve	Memorial Day

5.2 Adjustments in holiday schedule will be made by the District on those days that schools are in session. If any holiday is lost to employees by the school calendar or by reason of falling on a weekend, it will be made up at a time mutually agreed upon by the school administration and the CSEA. Any holiday that falls on a Monday will be observed on Tuesday for Tuesday through Saturday employees.

5.3 If employees are to receive Yom Kippur or Rosh Hashanah as a holiday, they will be so informed one week prior to the holiday by the Director of Facilities and/or designee.

ARTICLE 6
SALARY SCHEDULES

6.1 Annual Salaries

SEE ATTACHED "CUSTODIAL SALARY SCHEDULES" which shall reflect the following increases:

0% effective 7/1/12
1.9% effective 7/1/13
1.9% effective 7/1/14

6.2 CSEA Unit members shall receive, in addition to the salary schedule, the following differential:

Head Custodian Elementary School \$1,750 in each year of this Agreement.
Head Custodian Middle/High School \$2,000 in each year of this Agreement.
Night Senior Custodian shall receive, in addition to the salary schedule, the following differential \$750.

Maintenance Mechanic shall receive, in addition to the salary schedule, the following differential: \$2,000.

The position of Groundsmen/Cleaner base wage will be increased by \$2,000 for the 2008/09 school year only, in each of the 5-Steps of the title "Groundsmen", as listed in Appendix B of the CSEA Unit Salary Schedule.

6.3 Night or second shift personnel shall receive a differential of \$1,250 in addition to the salary schedule. Members of the bargaining unit who begin their shift at 12:00 noon or later shall receive the above stated differential. Any employee working the third shift will be paid \$2 an hour over his/her base hourly salary plus night differential.

6.4 Out-of-Title Pay: When an employee is on vacation, sick or absent from his/her duties for a complete day, the Director of Facilities will select the appropriate replacement to serve as Out-of-Title Head Custodian or Out-of-Title Maintenance Mechanic, and the Head Custodian will select the appropriate replacement to serve as either Out-of-Title Senior Custodian or Out-of-Title Custodian. An employee filling an out-of-title position will be paid from first day of work, excluding all scheduled non-working days. The daily rate, which will be in addition to that employee's contract salary, will be paid on the following schedule:

<u>Daily Rate</u>	<u>7/1/12</u>
Out-of-Title Head Custodian	\$18.00
Out-of-Title Senior Custodian	\$16.00
Out-of-Title Custodian	\$16.00
Out-of-Title Maintenance Mechanic	\$18.00
Groundsmen	\$16.00

It is understood that any employee acting on an out-of-title Maintenance Mechanic will only perform unskilled work.

Only one (1) out-of-title pay will be granted per staff absence at each location on any given work day.

ARTICLE 7 **LONGEVITY**

7.1 After ten (10) years of continuous service in the District and commencing with the eleventh (11th) year, a \$1,250 honorarium will be granted annually.

7.2 After fifteen (15) years of continuous service in the District and commencing with the sixteenth (16th) year, a \$1,750 honorarium will be granted annually.

7.3 After twenty (20) years of continuous service in the District and commencing with the twenty-first (21st) year, a \$2,250 honorarium will be granted annually.

7.4 After twenty-five (25) years of continuous service in the District and commencing with the twenty-sixth (26th) year, a \$2,750 honorarium will be granted annually.

ARTICLE 8 **OVERTIME WORK**

8.1 Upon ratification of the 2004-2008 Agreement, overtime work after the regular workday or workweek will be paid at an hourly rate of time and one-half of base pay as computed in a forty (40)-hour workweek except that from the day after graduation, through August 31st and from September 1st through Graduation on days when schools are not in session on a District-wide basis, the overtime hourly rate will be computed on a thirty-seven and a half (37½) hour workweek. Scheduled holidays, as delineated in the contract and Sundays shall be paid for at the rate of double time.

8.2 Authorized leave shall be deemed a day worked for the purpose of computing overtime. This computation will also apply when schools are not in session as set forth in 8.1 above.

8.3 Custodial employees on authorized leave (vacations, personal days, etc.) shall not be entitled to overtime work during their leave, but will be charged hours for overtime distribution purposes as outlined on Appendix A which occurred during the absence.

8.4 The District may not alter the established work schedules on a day-to-day basis in order to avoid overtime pay.

8.5 If an employee's check includes payment for overtime, the paid hours will be noted on the pay stub. Employees shall submit overtime sheets on the workday following a pay day and will be paid in the subsequent pay period, unless otherwise noted by the payroll department.

8.6 An Appendix is attached to this Agreement that further provides for the distribution of overtime on a rotational basis. During the term of this agreement (2012 – 2015), a committee comprised of management and unit members will be formed to study and propose amendments to Appendix A for the equitable distribution of overtime when employees in a building are unavailable.

8.7 Recall pay will be based on a guaranteed minimum of two (2) hours. The guaranteed minimum does not pertain to regular or scheduled overtime.

8.8 At the High School and Middle School, on days when school is in session, if an employee is absent due to sickness for one shift, the remaining staff will cover his/her section by emptying garbage in each room/office whereby a substitute cleaner, nor building overtime, will be granted for this leave of absence. The exception shall be when there are multiple absence within the building, then, either overtime will be offered or a substitute assigned.

ARTICLE 9

ATTENDANCE REPORTING

9.1 For the purposes of this section, all absences listed are to be reported to the district's Subfinder System and not to supervisors except to the extent where seeking prior approval is applicable.

SICK LEAVE

9.2 Custodial employees shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year whether or not he/she reports for duty on that day. A total of 200 sick leave days may be accumulated.

9.3 Sick leave days for custodial staff members hired for less than a school year will be prorated on a monthly basis.

9.4 Any medical examination or immunization of a custodial staff member required by the Board shall be by doctors designated by the Board and at the Board's expense.

9.5 When a custodial staff member leaves work sick during any part of a workday, a minimum of ½-day sick leave will be applied, for absences up to 4 hours, or one (1) full day for absences totaling more than 4 hours. As such, sick leave absences will be computed on ½-day increments.

9.6 The District requires medical proof of sickness, not at District expense, after three (3) days' absence. Employees on sick leave between two (2) and four (4) days shall provide a signed statement of sickness, however, the District reserves the right to so request after one (1) day's absence. The District may require the Employee to provide a doctor's note whenever an employee's sick leave use indicates a pattern that is inconsistent with random illness.

9.7 There shall be a Sick Bank for the personal use of custodial employees who have exhausted their personal sick accumulations and who are suffering a debilitating medical illness or injury. Appropriate medical evidence in the form of a doctor's note will be required to support the request. Paid sick days will be granted to eligible employees from the Sick Bank which will contain one hundred twenty-five (125) days per year for the entire bargaining unit, subject to a per person maximum of twenty-five (25) days per year. The days granted in the Bank are noncumulative. A joint committee of the Custodial Unit and District administration shall administer the Sick Bank. Employees hired on or after July 1, 1994, will not be eligible to use the Sick Bank until they have worked for the District for three (3) years.

9.8 Attendance awards as follows shall be provided each year:

2012/13 School Year: \$850 for no absences or \$750 for 1 absence or less,
2013/14 School Year: \$850 for no absences or \$750 for 1 absence or less,
2014/15 School Year: \$850 for no absences or \$750 for 1 absence or less.

Only employees who have worked an entire school year shall be eligible for this award. Any fraction of a day absent will count as an absence. The following days will not be counted as an absence for this provision's purpose: the first five (5) bereavement days, military leave, jury duty, personal leave, vacation and Union leave as describe in Article 2, Paragraph 2.3.

9.9 Employees who are assigned a day shift, but who are unable to report for work due to a sick leave of absence report their absence to the district's Subfinder system one-half hour before the start of their shift. Employees who are assigned an afternoon shift, but who are unable to report for work due to sick leave of absence must report their absence to the district's Subfinder system before noon each day they expect to be out. In the event that an employee cannot report their absence to the district's absence reporting system they shall call their immediate supervisor. Failure by an employee to report their absence or to notify their supervisor will constitute an unauthorized leave of absence.

ARTICLE 10 **PERSONAL LEAVE**

10.1 Up to four (4) working days per year, noncumulative, are allowed for urgent personal business that cannot be attended to outside of working hours. Use of three (3) of such days shall require that the employee submit a statement of the reason for the requested leave to the Director of Facilities at least 24 hours in advance. Personal business leave is intended to provide for absences in the following areas: transactions involving legal matters such as deeds, mortgages and property transfers; special religious Holy Days and activities; graduations within the immediate family, and other pressing family needs, and not merely for personal convenience. Such leave shall not be used to extend vacations. Custodians requiring a personal day immediately before or after a vacation, due to extenuating circumstances, will make special applications to their respective Head Custodian. Notice of personal leave must be made at least 24 hours in advance, except in emergencies. If a personal leave day is taken for reasons of emergency, the District may require of the employee a subsequent explanation.

10.2 Personal leave for custodial staff members hired for less than a school year will be prorated on a monthly basis.

ARTICLE 11 **DEATH IN THE IMMEDIATE FAMILY**

11.1 Up to five (5) working days of absence will be allowed for each death in the immediate family. An additional five (5) days, deductible from sick leave or personal leave at the discretion of the Assistant Superintendent for Business, or his/her designee, upon receipt of such request. Immediate family shall include employee's spouse, children, mother, father, sisters, brothers, grandparents, grandchildren, mother-in-law, father-in-law, or anyone living in the employee's household.

ARTICLE 12
JURY DUTY

12.1 When a custodial employee is drawn for jury duty, the employee will continue to receive his regular District salary. Upon return, the employee shall pay to the District the total sum received as juror's pay exclusive of mileage.

ARTICLE 13
WORKERS' COMPENSATION

13.1 Sick leave days for employees who, as a result of injuries sustained while working for the District as determined by the insurance carrier and/or the Workers' Compensation Board, shall be restored to the employee as follows: After the District has received from the insurance carrier an amount representing partial reimbursement for wages advanced during the absence of the employee: Amount of partial reimbursement for wages advanced during the absence of the employee divided by the employee's daily wage at the time wages were advanced equal number of days of sick to be restored. Fractions of days resulting from the application of the above formula shall not be restored. (This policy shall be retroactive to September 1, 1974.)

ARTICLE 14
VACATIONS

14.1

Employees hired after July 1, 1978, and prior to July 1, 2000: Employees shall earn vacation as of their anniversary date of employment in the District that will be at following rate:

<u>Service</u>	<u>Vacation</u>
Upon completion of one year	10 working days
Upon completion of four years	15 working days
Upon completion of eight years	20 working days

Employees hired after July 1, 2000: During an employee's first year of employment, the employee will earn vacation days on a prorated basis based upon 10 days for a full school year. Beginning with the first July 1st after the employee's commencement of employment, employee shall earn vacation at the following rates, using July 1st as the employee's anniversary date:

<u>Service</u>	<u>Vacation</u>
Upon completion of one year	10 working days
Upon completion of four years	15 working days
Upon completion of eight years	20 working days

14.2 No more than three (3) weeks may be taken during the summer except under special circumstances as explained to the Director of Facilities.

14.3 Vacation time is non-cumulative and must be taken annually. Vacation days cannot be carried over from one year to the next without the written approval of the Assistant Superintendent for Business and/or designee. This clause shall not apply to Article 14.4.

14.4 Permission for vacation days will be received in writing and will be granted at the discretion of the Head Custodian, in consultation with the building principal, or in the principal's absence, the Director of Facilities, based upon the needs of the building. It is anticipated that vacation leave will not be granted during the 2 week period before student instruction begins in the Fall semester, except for extenuating circumstances. In the event a request is made for such leave during that time period and denied, an employee shall have two years from his anniversary date to utilize such leave.

14.5 Earned vacation shall be given to all employees upon resignation, termination, and/or leave of absences, provided at least two (2) weeks prior notice has been given. Earned vacation shall be given to all employees upon retirement provided at least thirty (30) days prior written notice has been given.

ARTICLE 15 **RETIREMENT**

15.1 The Board of Education shall provide New York State Employees' Retirement System Plans 75i and 41j, as permitted by the New York State Retirement System Law.

15.2 The District's funding obligation towards the cost of retirees health insurance premiums shall be established at 90% for individual or family plans, for the lifetime of those employees who retire before January 1, 2010. The District's funding obligation towards the cost of retirees health insurance premiums shall be established at 80% for individual or family plans, for the lifetime of those who retire after January 1, 2010. There shall be a minimum requirement of ten (10) years of service in the District for entitlement to District contributions towards retiree health insurance premium.

Effective July 1, 2013 the vesting period for entitlement to district contributions toward retiree health insurance shall be 15 years of service with the district; provided, however, that any unit member with at least 15 years of service in this school district who retires to receive benefits from the New York state Employees Retirement System on or before July 1, 2015 shall be entitled to an 85% District contribution towards the costs of health insurance premiums during the time of his or her retirement. For employees who retire on or after July 2, 2015, the percentage shall revert to 80% district contribution toward the costs of health insurance premiums during the time of the employee's retirement with a minimum vesting period of 10 years.

A \$3,000 retirement incentive to be awarded to a unit member who submits an irrevocable letter of resignation to retire by August 31, 2013 and received by the district no later than March 15, 2013

ARTICLE 16 **HEALTH INSURANCE**

16.1 Effective July 1, 2013 the Board will pay ninety two (92%) of the premium for individual or family health insurance; and effective July 1, 2014, the Board will pay ninety one (91%) percent of the premium for individual or family health insurance in the Putnam/Northern Westchester Health Insurance Plan (the "Plan"), which became effective July 1, 1992, or in an H.M.O. If the cost of the H.M.O. is higher than the cost of the Plan, the employee must pay the difference. The Board shall have the option to change health insurance carriers provided the level of benefits is not diminished. Any proposed change shall be submitted to the CSEA at least sixty (60) days prior to the effective date of any change.

16.2 The Board will contribute toward the CSEA Sunrise Dental Plan, and the CSEA Platinum 12 Vision Plan as provided for in a Supplemental Memorandum of Agreement with the CSEA Employee Benefit Fund.

ARTICLE 17 **VACANCIES**

17.1 Nonpromotional vacancies: Individuals applying for nonpromotional vacancies, i.e. cleaner for other cleaner position, custodian for other custodial position, shall be granted an interview for the vacant position. Posting shall be made for at least five (5) days.

Promotional vacancies: Individuals applying for promotional vacancies may do so provided they can show proof of current Civil Service certification for that position. Interviews for the promotional position shall be scheduled as a result of the canvassing of the appropriate Civil Service list. In the event that the list becomes invalid, or no list exists, the position will be posted for at least five (5) days during which time interested persons may apply for a provisional appointment for the position.

17.2 In the event the District abolished a position, which is filled by an employee at the time of abolishment, the affected employee shall be entitled to the seniority rights as defined by Civil Service. If necessary, the District shall continue the seniority process through the Cleaner classification. The least senior Custodian will exercise seniority over the least senior Cleaner, and will assume the position vacated by the Cleaner but will have the duties of a Custodian and will continue to be paid on the Custodians' Salary Schedule. The employee, and not the position, will be grandfathered in both title and pay. Applying this procedure during a layoff period will not prohibit or restrain the District from reinstating the Cleaner position should the employee be promoted, transferred, or leave the District.

17.3 In the event of a vacancy in a bargaining unit position by reason of retirement or other separation from employment, if the position vacated will, at the time of the vacancy,

be filled by the District, such vacancy shall be filled by appointing the applicant to the same job title held by the employee who vacated the position.

ARTICLE 18
IN-SERVICE TRAINING

18.1 The administration may provide District in-service training for members covered by this contract. Members may take courses related to school operations and maintenance. If a program is approved by the Director of Facilities, the District shall pay the necessary tuition, in advance, to the course sponsor. Members covered by this contract may be allowed time off with pay in order to attend authorized training courses subject to the approval of the Director of Facilities.

ARTICLE 19
ADVANCEMENT

19.1 All titles covered by this contract shall be notified of successful completion of probation.

19.2 The District may require that the members of the bargaining unit wear uniforms. If so, the District may supply five uniforms and require that the custodians be responsible for the cleaning/laundrying of the uniforms.

19.3 Effective July 1, 2013 new employees will be hired based on a salary range for the title they hold between step 3 and 5; provided, however, that no employee hired after July 1, 2013 shall be hired at a step greater than a unit member on staff on June 30, 2013 in the same job title. Employees hired July 1, 2013 and after will not advance a step increment in subsequent years. Employees hired prior to July 1, 2013 will continue to advance on the salary schedule established.

ARTICLE 20
GRIEVANCE PROCEDURE

20.1 Any unit member who feels aggrieved may present his grievance to his immediate supervisor and every effort should be made to resolve the alleged grievance at this level. In the event that the grievance is of such a nature as cannot be resolved at this level within two working days, the aggrieved may present his grievance in writing to the Director of Facilities. The Director of Facilities shall hold a joint hearing with the immediate supervisor, the Assistant Superintendent for Business, and the aggrieved. A custodial unit representative may attend if requested by the aggrieved. The Director of Facilities shall provide the aggrieved party with a written decision within five working days after the written grievance was presented. If the aggrieved party is not satisfied with the disposition of his/her grievance at this level, or if no decision has been rendered within five working days after the presentation of the grievance, then within five working days thereafter, he/she may file his or her grievance in writing directly with the Assistant Superintendent for Business. Within five working days, the Assistant Superintendent for Business shall call a hearing of interested

parties and shall render a decision within five working days of the date of the hearing. If the aggrieved party is not satisfied with the disposition of his or her grievance by the Assistant Superintendent for Business, he/she may appeal such decision to the Superintendent of Schools in writing within five working days. If the aggrieved party is not satisfied with the disposition of his/her grievance by the Superintendent of Schools, he or she may appeal the decision to the Board of Education, in writing, with five working days after receipt of the Superintendent's disposition. In all cases, a grievance should be handled as a high priority matter by all supervisory personnel concerned.

The Union shall be entitled to promote two matters of arbitration to final and binding arbitration during the terms of the Agreement before one of the following contractual arbitrators, to be selected on a rotating basis to the extent practicable: Jeffrey Selchick, Louis Patack, Sheila Cole and David Stein. All other grievances shall be grievable up to the Board level, where the Board's decision shall be final and binding upon all parties. When the Union determines to grieve a matter to arbitration, it shall set forth its decision in writing prior to the Board level grievance proceeding, in which event that level shall be dispensed with and arbitration shall immediately ensue.

ARTICLE 21 **DISCIPLINARY RIGHTS**

21.1 Section 75 Civil Service Law hearing rights are replaced with just cause discipline for the competitive class employees and noncompetitive class employees based upon reaching permanent status for competitive class and after five (5) years of service for the non-competitive. Labor class employees with at least 12 years of district service shall be entitled to just cause disciplinary arbitration upon the same basis. **Apart** from engaging a disciplinary arbitrator in lieu of a Section 75 civil Service Hearing Officer, all of the procedures attendant to a Section 75 hearing shall apply, including pay rights, prior to disciplinary outcome, if any. The disciplinary arbitrators shall be Jeffrey Selchick, Louis Patack, Sheila Cole and David Stein. A single arbitrator shall be selected on a rotating basis to the extent practicable or otherwise based on first availability. The decision of the arbitrator shall be final and binding upon the parties in all regards and the arbitrators shall be borne equally by the District and the Association.

ARTICLE 22 **MANAGEMENT RIGHTS**

22.1 The District retains and reserves the right from time to time to establish and modify work rules, duties, assignments, and procedures affecting the employees covered by this Agreement, except where prohibited by a provision of this Agreement, provided that the District will consult with the CSEA concerning major changes in existing work rules, duties, assignments, and procedures which have an impact upon employees in the unit.

ARTICLE 23 **LEGISLATIVE ACTION**

23.1 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.

ARTICLE 24
DURATION OF AGREEMENT

24.1 The term of this Agreement shall be for three (3) years beginning July 1, 2012, and ending on June 30, 2015. There shall be no reopening items in this Agreement and no additional demands made which are not included in this Agreement.

24.2 This Agreement supersedes any and all other contracts, agreements, memoranda, Letters of Understandings and all other prior conditions. This Agreement shall be in the basis of operational procedures and conditions.

Dated: April 22, 2014

Dated: April 10, 2014

BOARD OF EDUCATION YORKTOWN
CENTRAL SCHOOL DISTRICT
Yorktown Heights, New York

YORKTOWN CUSTODIAL UNIT
WESTCHESTER CHAPTER
CSEA, INC.

By: *Audrey Curran*
Board President

By: *Steven Ahlberg*
President

By: *Paul [Signature]*
Labor Relations Specialist

"The Yorktown Central School District, 2725 Crompond Road, Yorktown Heights, New York, 10598, does not discriminate on the basis of sex in the educational programs or activities which it operates and it is required by Title IX of the Education Amendments of 1972 not to discriminate in such a manner. The requirement not to discriminate in educational programs and activities extends to employment and admission of students. Inquiries concerning the application of Title IX may be made to the Human Resources Department, 2725 Crompond Road, Yorktown Heights, New York, 10598, (914) 243-8000"

APPENDIX A

DISTRIBUTION OF OVERTIME

Definition of Terms:

1. Regular Scheduled O.T.

Known requirements for additional custodial coverage, usually as a result of an outside organizational request or school sponsored activities.

2. Unscheduled O.T.

Overtime required as a result of a previously unknown need such as emergency repairs, short notice of employee illness, or unforeseen building requirement. Substitutes will not be employed if there is not a member of the bargaining unit on duty in the building.

3. Individual Covered by This Provision

- a. Cleaners
- b. Custodians
- c. Head Custodians
- d. Maintenance Mechanic while performing non-technical duties
- e. Groundsmen
- f. Senior Custodian
- g. Custodian/Bus Driver
- h. Courier
- i. School Attendant

4. Administration of O.T. Provision

a. Overtime shall be approved by the Director of Facilities, and assigned by appropriate supervisors as designated by the Director of Facilities.

b. Overtime shall be assigned on a rotational basis to those individuals whose names appear of the posted list.

c. Individuals who do not wish to be considered for overtime shall submit a written statement to the fact and shall thereafter be excluded. Such exclusion shall continue until the individual requests a change in that status in writing.

d. Overtime lists shall be established at the beginning of each school year and continue in force for that school year. The list shall include date of hire for purposes of distribution of OT hours.

- e. Individuals assigned and performing overtime shall be credited with actual hours worked. Thereafter, when subsequent overtime is required, supervisors shall assign overtime to that individual having the lowest number of hours on record.
- f. The parties agreed that scheduled overtime will be offered to the membership before substitute workers are called in.
- g. Individuals asked to perform, but not actually performing overtime when requested, shall be credited, for list purposes, as having worked the scheduled number of hours of the person actually performing the work.
- h. If an overtime event is cancelled, the employee scheduled to cover will not be allowed to bump another employee for the same time period and shall not be charged the associated hours for the cancelled overtime assignment on the building list.
- i. Special Requirements: Maintenance mechanics having specialty training such as HVAC, electrical, masonry, glazing, engine repair, carpentry, for which other individuals have not demonstrated proficiency, shall be assigned overtime in their specialty.
- j. Unscheduled overtime may be assigned by location supervisors on an emergency basis. Any hours worked shall be credited on the rotational list.
- k. In the event of a catastrophic happening requiring overtime, the District may assign employees from various locations, to perform the work. Any hours worked shall be credited on the rotational list of the assigned individual.
- l. For District-wide sponsored events requiring O.T., which in turn require assistance from other locations, the District may request individuals to volunteer for a separate list from which the District will assign work. Any hours worked shall be credited to the individual's location rotational list. Types of District-wide events would be Graduation, Arts Festival, Special Security, etc.
- m. Overtime requirements shall be posted at each location expeditiously. Scheduled overtime will be posted on Wednesday for Friday night and weekend activity. Night overtime requirements will be awarded that day for Monday – Thursday. Holiday coverage for overtime will be awarded on the last regular school day.
- n. Supervisors shall post, maintain, and keep current a chart clearly delineating the daily and accumulated hours of O.T. work for each individual.

APPENDIX B
YORKTOWN CENTRAL SCHOOL DISTRICT
CSEA UNIT SALARY SCHEDULE
JULY 1, 2012 - JUNE 30, 2015

2012-2013 0.00%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEAD CUSTODIAN	\$53,037	\$54,805	\$56,575	\$58,341	\$62,635
MAINTENANCE MECHANIC	\$53,400	\$55,168	\$56,942	\$58,704	\$63,002
SENIOR CUSTODIANS	\$49,272	\$51,038	\$52,810	\$54,578	\$57,930
CUSTODIAN	\$45,969	\$47,738	\$49,504	\$51,273	\$54,626
CLEANER	\$30,447	\$34,754	\$38,673	\$43,573	\$47,682
SCHOOL ATTENDANT	\$30,447	\$34,754	\$38,673	\$43,573	\$47,682
COURIER	\$30,447	\$34,754	\$38,673	\$43,573	\$47,682
GROUNDSMEN	\$34,699	\$39,007	\$42,926	\$47,827	\$51,932
2013-2014 (+1.90%)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEAD CUSTODIAN	\$54,045	\$55,846	\$57,650	\$59,449	\$63,825
MAINTENANCE MECHANIC	\$54,415	\$56,216	\$58,024	\$59,819	\$64,199
SENIOR CUSTODIANS	\$50,208	\$52,008	\$53,813	\$55,615	\$59,031
CUSTODIAN	\$46,842	\$48,645	\$50,445	\$52,247	\$55,664
CLEANER	\$31,025	\$35,414	\$39,408	\$44,401	\$48,588
SCHOOL ATTENDANT	\$31,025	\$35,414	\$39,408	\$44,401	\$48,588
COURIER	\$31,025	\$35,414	\$39,408	\$44,401	\$48,588
GROUNDSMEN	\$35,358	\$39,748	\$43,742	\$48,736	\$52,919
2014-2015 (+1.90%)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HEAD CUSTODIAN	\$55,072	\$56,907	\$58,745	\$60,579	\$65,038
MAINTENANCE MECHANIC	\$55,449	\$57,284	\$59,126	\$60,956	\$65,419
SENIOR CUSTODIANS	\$51,162	\$52,996	\$54,835	\$56,672	\$60,153
CUSTODIAN	\$47,732	\$49,569	\$51,403	\$53,240	\$56,722
CLEANER	\$31,614	\$36,087	\$40,157	\$45,245	\$49,511
SCHOOL ATTENDANT	\$31,614	\$36,087	\$40,157	\$45,245	\$49,511
COURIER	\$31,614	\$36,087	\$40,157	\$45,245	\$49,511
GROUNDSMEN	\$36,030	\$40,503	\$44,573	\$49,662	\$53,924

Side Letter
Civil Service Employees Association, Inc., Local 1000,
AFSCME, AFL-CIO, Westchester County Local 860
Yorktown Custodial Unit, No. 9249

- A. Should the District agree in the future to reimburse any bargaining unit a greater percentage for opting out of health insurance coverage, the District will reopen this contract for the limited purpose of discussing this issue.

- B. Should the District agree to pay the difference for H.M.O coverage for any other bargaining unit the parties will reopen this contract for the purpose of discussing this issue.