

AGREEMENT BETWEEN

THE BOARD OF COOPERATIVE EDUCATIONAL
SERVICES SOLE SUPERVISORY DISTRICT OF WESTCHESTER
COUNTY

AND

LOCAL 456, INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
--FULL TIME UNIT--

JULY 1, 2015 – JUNE 30, 2019

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AGREEMENT made and entered into on June 17, 2015 by and between the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SOLE SUPERVISORY DISTRICT, WESTCHESTER COUNTY (hereinafter referred to as the "BOARD") and 456 INTERNATIONAL BROTHERHOOD OF TEAMSTERS, FULL TIME UNIT (hereinafter referred to as the "UNION").

ARTICLE I-UNIT

This agreement shall apply to all full time employees employed by the BOARD in the following titles: custodians, custodian-bus drivers, automotive mechanics, maintenance mechanics and senior custodians. The use of the term 'employee(s)' and/or bargaining unit 'member(s)' wherever noted in the contract shall refer to full time employees or full time bargaining unit members.

ARTICLE II-RECOGNITION

Section 1 – The BOARD has recognized the UNION as the exclusive employee organization representing the employees in the titles set forth in Article I above for the purpose of collective negotiations with the BOARD in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under this agreement.

Section 2 – The BOARD agrees that upon presentation of dues deduction authorization cards signed by the individual employees to whom this agreement is applicable, it will make bi-weekly deduction from the wages of such employees in the amounts so designated on the authorization cards as membership deductions, and will remit such deductions to the UNION within ten (10) days after the last day of the month for which such deductions were made. Said dues deduction cards shall remain in force until revoked in writing by the employee to the Chief Operating Officer/Deputy District Superintendent.

Section 3

- a) Pursuant to Section 208.3(b) of the Civil Service Law, the BOARD agrees to deduct from salary payments of all members of the bargaining unit represented by the UNION who have not filed dues deduction authorizations with the BOARD an amount equivalent to the amount of dues levied by the UNION and to remit the sums so deducted to the Treasurer of the UNION.
- b) The UNION hereby holds the BOARD harmless for any funds deducted pursuant to this provision and hereby represents that it has instituted a lawful procedure which complies with all statutory and constitutional mandates. If

for any reason said rebate procedure is deemed unlawful by an appropriate agency or court the BOARD shall no longer have an obligation to deduct agency fees until such time as the UNION'S rebate procedure is deemed lawful by an appropriate agency or court.

Section 4 -The UNION shall have the right to post notices and other communications in appropriate places on the premises and facilities of the BOARD. For the purpose of administering, adjusting or interpreting the terms and conditions of this agreement, the UNION field representative shall have the right to visit the employees covered under this agreement on the job; however, the Assistant Superintendent for Business and Administrative Services and the Facilities Director shall be notified and assurance given them that no inordinate interruption in the work of the employee will be involved. Any employee scheduled to work on the day of a meeting shall not be allowed to leave his or her work location to attend the meeting.

Section 5 – The designated shop steward shall be permitted time from work in reasonable amounts for the purpose of adjusting grievances, for the administration of this agreement and for the negotiation of successor agreements. Any time taken during the working day by the shop steward for union business must be requested in writing in advance and approved by the Assistant Superintendent for Business and Administrative Services or his/her designee.

ARTICLE III-RECIPROCAL RIGHTS

The BOARD retains the sole right to manage its business and services, and to direct the working force, including the right to decide the number and locations of its business and service operations, the business and service operations to be rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, tools and all equipment which may be used to operating its business and services or in supplying its business and services; to maintain order and efficiency in the services negotiating unit, including the sole right to hire, lay off, assign, transfer, promote, discipline, discharge, suspend or determine the scheduling of the personnel, subject to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law.

The above rights of the BOARD are not all-inclusive, but indicate the type of matters or rights, which belong to or are inherent to the employer. Any and all rights, powers and authority the employer had prior to entering this agreement are retained by the BOARD, except as expressly and specifically abridged, delegated, granted or modified by this agreement. The BOARD recognizes its responsibility to direct the work force so that the dignity of labor of the individual shall be protected. The BOARD shall so administer its responsibility as to be impartial and fair to all employees and shall not discriminate by reason of nationality, creed or race.

ARTICLE IV – SALARIES

- A. The salaries to be paid for each classification within said unit for the years commencing 7/1/2015 shall be as follows, and as set forth on the salary schedule annexed hereto:
 - a. Effective July 1, 2015 the salary rates shall be increased by 2% of the rates in effect on June 30, 2015.
 - b. Effective July 1, 2016 the salary rates shall be increased by 2% of the rates in effect on June 30, 2016.
 - c. Effective July 1, 2017 the salary rates shall be increased by 2% of the rates in effect on June 30, 2017.
 - d. Effective July 1, 2018 the salary rates shall be increased by 2% of the rates in effect on June 30, 2018.

- B. NIGHT DIFFERENTIAL Employees on the B-2, B-3, B-4 schedules, except Senior Custodians, regularly assigned after 6:00p.m. will be paid an additional \$650 effective July 1, 2005 and remains as such through the termination of this agreement.

- C. LONGEVITY
 - 1. Employees will receive longevity as follows:
 - a. After 10 years of Continuous Full-Time Employment with Southern Westchester BOCES:

2015-2016	\$775
2016- 2017	\$825
2017-2018	\$875
2018-2019	\$925

- b. After 15 Years of Continuous Full-Time Employment with Southern Westchester BOCES:

2015-2016	\$875
2016-2017	\$925
2017-2018	\$975
2018-2019	\$1,025

- c. After 20 Years of Continuous Full-Time Employment with Southern Westchester BOCES:

2015-2016	\$1,075
2016-2017	\$1,125
2017-2018	\$1,175
2018-2019	\$1,225

2. Longevity shall be paid in a lump sum payment in the last paycheck of the school year, prorated as appropriate.

ARTICLE V -WORK DAY AND WORK WEEK

- A. The work day shall consist of eight (8) hours and the work week shall consist of five (5) consecutive days Monday through Friday except that, for employees hired on or after January 12, 1987, the work week shall consist of five (5) consecutive days Monday through Sunday for a total of forty (40) hours per week. The work week for employees during July and August shall be thirty seven and one half (37 1/2) hours.

ARTICLE VI -PREMIUM TIME

- A. Overtime (time and one half) shall be paid for all hours worked over 40 hours in any one work week from September 1st through June 30th and all hours over 37-1/2 hours in any one work week from July 1st through August 31st. An employee required to work: (a) on Christmas or Easter shall receive two and one half times his or her normal per diem salary for such day; (b) on a Sunday or any other holiday mentioned in Article VII shall receive two times his or her normal per diem salary for such day; and (c) employees shall be paid for a minimum of three hours pay for all call-ins.
- B. Emergency Closings: In the event the BOCES is closed for an emergency such as inclement weather, the rate of pay for unit members called into work shall be as follows:
1. For the first eight hours of work, the rate of pay will be straight time over and above the employee's daily rate of pay.
 2. After the first eight hours, the rate of pay will be time and one half over and above the employee's daily rate of pay.
 3. For Sundays and Holidays, the rate of pay will be two times the employee's daily rate of pay.
 4. For Christmas and Easter, the rate of pay will be two and one half times the employee's daily rate of pay.

ARTICLE VII-HOLIDAYS

- A. Holidays will be fifteen (15) per year for bargaining unit members.
- B. If Yom Kippur or the first day of Rosh Hashanah falls on Monday through Friday, inclusive, each such day falling on a Monday, Tuesday, Wednesday, Thursday, or Friday will be considered as a paid holiday.
- C. Employees must work their regular work day before and their regular work day after the holiday to be eligible for payment of the holiday except employees may take approved vacation and/or personal leave before and/or after the holiday and still be eligible for payment of the holiday.

ARTICLE VIII -VACATIONS

- A. The scheduling of vacations is subject to the needs of management and cannot be taken when school is in session.
- B. Vacations will be two (2) weeks after one (1) year, three (3) weeks after two (2) years, and four (4) weeks after eight (8) years of uninterrupted service. No accrual of unused vacation time shall be allowed without prior approval of the Assistant Superintendent for Business and Administrative Services.
- C. Unused vacation days will be payable upon separation, death and/or retirement in accordance with regular payroll schedule.

ARTICLE IX-SICKLEAVE

- A. Employees shall have twelve (12) days paid sick leave in each year cumulative to 170 days.
- B. Sick leave shall not be abused and that is to say that a person out sick is expected to be in his or her home except for necessary visits to the doctor. The parties recognize that abuse of sick leave will subject the employee to disciplinary action and repetitive abuse of sick leave may subject the employee to discharge.
- C.
 - 1. The BOARD may require a physician's certificate after two (2) days absence and such certificate will be required after four (4) days absence. In the event that the BOARD requests such a certificate and it does not exercise the right as set forth in C(2) below, the BOARD will be required to reimburse the

employee for medical costs charged to the employee to secure said certificate up to the amount it would have paid to its physician.

2. The BOARD reserves the right, at its discretion, to have the employee examined by a physician at its expense at any time while the employee is on sick leave hereunder and/or upon his or her return to duty from sick leave.

D. In the case of serious illness in the immediate family within the household of the employee requiring the employee's presence for the purpose of care and assistance, a member of the bargaining unit may use up to five (5) days of accumulated sick leave each school year where such absence is certified as necessary by the attending physician. The BOARD shall have no obligation to reimburse the employee for any cost charged to secure such certification.

E. Sick Bank

1. After completion of three (3) years of employment with the Southern Westchester BOCES, a sick bank is available to each member of the bargaining unit. This bank is intended to provide additional sick days for employees, due to serious long-term illness, who have exhausted their accumulated sick days.
2. Each year employees must contribute sixteen (16) hours of sick leave from their annual accrual in order to participate in the sick bank.
3. In order to access the sick bank, participants must submit a letter of request to the Assistant Superintendent for Business and Administrative Services. The letter must include the number of hours being requested, the reason for the request, and supporting documentation.
4. An employee participant may withdraw no more than 480 hours from the bank in any one (1) year, subject to the availability of hours in the bank. An employee participant may withdraw no more than 1,440 hours from the bank during his/her employment, subject to the availability of days in the bank.

ARTICLE X -BEREAVEMENT LEAVE

- A. Bereavement leave is intended to cover leaves required by death in the immediate family. Immediate family is defined as spouse, children, mother, father, sister, brother, mother-in-law, father-in-law and grandparents of the employee and/or the employee's spouse.
- B. Employees shall be granted up to three (3) days by forwarding their request through their immediate supervisor to the Assistant Superintendent for Business and Administrative Services. Any oral request must be confirmed in writing.
- C. BOCES may require documentation to substantiate the need for such leave.

ARTICLE XI -PERSONAL LEAVE

- A. Four (4) days personal leave shall be granted to employees under prior terms and conditions, except for bereavement leave. Employee requests must be made in writing five (5) days prior to the date(s) requested through their immediate supervisor to the Assistant Superintendent for Business and Administrative Services. In emergency situations, however, notification must be made verbally followed by written confirmation. Any unused personal leave will be credited to an employee's accumulated sick leave at the close of school year.
- B. Personal leave is intended for use to handle matters of a personal or family nature which can only be attended to during regular business hours. No personal leave will be permitted before or after a vacation period.

ARTICLE XII -HOSPITALIZATION

- A. Eligibility
 - 1. The BOARD will provide individual or family medical coverage through the New York State Health Insurance Plan (NYSHIP Core Plus Enhancements), or an HMO, for eligible members of the bargaining unit as provided hereafter.
 - 2. Eligible employees are those persons appointed to a position in the service of the BOARD as follows:
 - a. For those employees hired on or after July 1, 1984, service on payroll must be for a period of eight (8) bi-weekly pay periods;
 - b. He/she works a regularly scheduled work week of 20 hours or more;
or
 - c. Is paid on an annual salary basis at a salary rate of \$2,000 a year or more.
- B. HMO Participation

HMO plans will be paid by the employee in the amount that exceeds the cost of the NYSHIP medical plan.
- C. Premium Contributions
 - Effective July 1, 2011 full time members of the bargaining unit shall contribute seven (7%) percent of the applicable health insurance premium.
 - Effective July 1, 2012, the contribution amount shall be eight (8%) percent.
 - Effective July 1, 2013, the contribution amount shall be nine (9%) percent.
 - Effective July 1, 2014, the contribution amount shall be ten (10%) percent.

- Effective July 1, 2015, full time members of the bargaining unit shall contribute ten and a half (10.5%) percent of the applicable health insurance premium.
- Effective July 1, 2016, full time members of the bargaining unit shall contribute ten and a half (10.5%) percent of the applicable health insurance premium.
- Effective July 1, 2017, full time members of the bargaining unit shall contribute ten and a half (10.5%) percent of the applicable health insurance premium.
- Effective July 1, 2018, full time members of the bargaining unit shall contribute twelve (12%) percent of the applicable health insurance premium.

D. Retiree Medical Coverage

1. All employees who are in the employ of BOCES as of August 8, 1994 shall be granted continued medical coverage effective after retirement, in accordance with D(4) below, if they have at least five (5) years of continuous service with BOCES immediately prior to retirement (which does not require retirement as a member of the New York State Employees' Retirement System) and have attained the age of fifty five (55).
2. All employees who become employed by BOCES subsequent to August 8, 1994 shall be granted continued medical coverage effective after retirement, in accordance with D(4) below, if they have at least five (5) years of continuous service with BOCES immediately prior to retirement and are retiring as a member of the New York State Employees' Retirement System.
3. Effective July 1, 1994, personnel retiring from BOCES shall be granted continued medical coverage to be paid by the BOARD to be effective after retirement, provided they meet the conditions of D(1) and (2) above, and in accordance with D(4) below.
4.
 - a. The BOARD pays premiums for medical coverage for eligible retirees at the following rates based upon years of service with Southern Westchester BOCES:
 - b. For all eligible retirees retiring from service with the BOCES on or after July 1, 2012 the BOARD will pay the following premiums for medical coverage under the NYS Health Insurance Plan (Empire Plan) based upon years of service with Southern Westchester BOCES:

YEARS OF SERVICE	BOARD CONTRIBUTION	
	Individual	Family
Less than 10 years	No Coverage	No Coverage
10-14 years	50%	50%
15 years	75%	75%
16 years	78%	78%
17 years	83%	83%
18 years	86%	86%
19 years	89%	89%
20 plus years	92%	92%

c. Effective July 1, 2012, the NYS Health Insurance Plan (Empire Plan Core Plus Enhancements) will be the only plan offered to alleligible retirees of this bargaining unit.

E. The BOARD shall have the option and is entitled to change the medical plan carrier for the purposes of providing medical coverage as long as the benefits afforded to the member of the bargaining unit are not diminished.

ARTICLE XIII – DENTAL INSURANCE

A. The BOARD shall contribute the following amounts annually for each eligible member of the bargaining unit to the Local 456 IBT Welfare Fund for the sole purpose of securing dental insurance:

2015-2016	\$850
2016-2017	\$850
2017-2018	\$850
2018-2019	\$850

B. Eligibility for participation in the plan shall require one (1) school year (10 months) of service with the BOARD, and a regular scheduled work week of twenty (20) hours or more.

C. Employees must make application for the coverage. To apply for dental insurance, an employee must submit a form to the Benefits Office at Berkley Drive, which is then forwarded to the Teamsters Office in Elmsford. A copy of the form shall be provided to the employee.

ARTICLE XIV -PENSIONS

The BOARD shall provide pensions, which will be the Improved 1/60th State Plan retroactive to 1983 for regular full time employees. Effective July 1, 1987 the BOARD agrees to implement Retirement Plan 75i. Effective July 1, 1993, the BOARD agrees to implement Retirement Plan 41J.

Employees must file an application and be eligible under State Plan regulations to participate.

ARTICLE XV -PAYMENT OF SALARIES

Employees shall be paid bi-weekly.

ARTICLE XVI -TOOL ALLOWANCE

The BOARD shall provide all automotive mechanics with a tool allowance per fiscal year for the purpose of replacing and obtaining tools necessary for the performance of work assignments. In order to be eligible for each reimbursement, a mechanic must be on payroll during the appropriate payroll period. The tool allowance is as follows:

- A. Automotive mechanics must be employed fifty two (52) weeks before being eligible for a first installment of the tool replacement allowance.
- B. Payment will be reimbursed upon submission of receipts to be submitted between July 1st and June 15th annually.
- C. Equipment allowance during the term of the Agreement

2015-2016	\$500
2016-2017	\$500
2017-2018	\$500
2018-2019	\$500

ARTICLE XVII -SENIORITY

- A. An employee's unit-wide seniority shall commence from his/her date with the unit in continuous employment by the BOARD. Should an employee commence work in a new title on a regular basis, his/her seniority in the former title shall be frozen but

retained so long as they remain in continuous employment by the BOARD, and seniority in the new title shall commence.

- B. Demotion, lay-off, and transfer shall be governed by (1) qualification and (2) seniority in the employee's title except as otherwise provided by the Civil Service Law.
- C. Promotion shall be governed by (1) qualification and (2) unit-wide seniority, except as otherwise provided by the Civil Service Law.

ARTICLE XVIII - ABSENCE

Each employee who is going to be absent on a work day must call in to a designated person at least one (1) hour prior to the starting time of the employee's work day. This must be done by the employee themselves when possible, and done each and every day the employee will be absent.

- A. In the case of any unit member, the person to notify is the Director or his or her designee.
- B. Employees with split job categories must call each designated supervisor or administrator to whom he or she is assigned the particular work day he or she will be absent.
- C. Failure to comply with the above terms could result in a loss of one (1) day's salary and/or in disciplinary action.

ARTICLE XIX – NO STRIKE/NO LOCKOUT PROVISION

Pursuant to Section 210, Subdivision 1 of the Public Employees' Fair Employment Act, the UNION hereby affirms that it does not have and will not assert the right to strike against the BOARD, to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist or participate in any such strike. The BOARD affirms that it will not engage in, cause, instigate, condone or encourage a lockout.

ARTICLE XX -GRIEVANCE PROCEDURE

Section 1-Any dispute arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist thereunder may be the subject of a grievance and shall be processed in accordance with the following procedure.

Section 2 -Step 1: A grievance of an employee shall be presented in writing by him or her and the UNION representative to his or her immediate supervisor within thirty (30) days of the time he or she knew or should have known of the act or condition on which the grievance is based.

Section 3 -Step 2: In the event such grievance is not resolved within five (5) working days from such presentation, it shall be presented in writing by the employee and the UNION representative to the Assistant Superintendent for Business and Administrative Services.

Section 4 –Step 3:

- a) Within five (5) days after the receipt of the decision of the Assistant Superintendent for Business and Administrative Services, the UNION may, by written notice upon said Assistant Superintendent, submit the grievance to arbitration as herein provided.
- b) The costs, if any, of arbitration shall be borne equally by the UNION and the BOARD.
- c) Within eight (8) days of the receipt of said notice, the UNION and the President of the BOARD shall agree upon a mutually satisfactory arbitrator.

In the event that the parties are unable to so agree or to secure the services of any mutually agreeable arbitrator within said period, either party may request the Public Employment Relations Board or the American Arbitration Association to appoint an arbitrator who shall be an impartial person familiar with school problems.

- d) The arbitrator shall hold a hearing within fifteen (15) days of his or her appointment on five (5) days written notice to the District Superintendent of Schools and the UNION.
- e) The arbitrator shall make his or her decision in writing within seven (7) days after the close of the hearing and forward copies thereof to the District Superintendent of Schools and the UNION.
- f) If the grievance involves solely the meaning or application of the terms and conditions of this Agreement, the decision of the arbitrator shall be final and binding upon all parties. If the grievance involves any other matter or question, the decision of the arbitrator shall be advisory only to the BOARD, which shall make a final decision within twenty (20) days of receipt of the arbitrator's decision. The BOARD pledges, however, to give careful consideration to and so far as legally possible to be guided by the conclusions and recommendations of the arbitrator in making its determination.

ARTICLE XXI –LEGISLATIVE ACTION

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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXII -TERM OF AGREEMENT

This Agreement shall be effective July 1, 2015 except as otherwise provided herein and shall terminate June 30, 2019.

FOR THE SOUTHERN
WESTCHESTER BOARD OF
COOPERATIVE EDUCATION
SERVICES BARGAINING TEAM

Date Signed _____

FOR BOCES LOAL 456
INTERNATIONAL
BROTHERHOOD OF
TEAMSTERS BARGAINING
TEAM

Date Signed _____

SOUTHERN WESTCHESTER BOCES
TEAMSTERS, UNIT TWO SALARY SCHEDULE
ANNUAL BASE SALARIES

DEFINITIONS:

B-2: Custodian

B-3: Custodian -Bus Driver

B-4: Automotive Mechanics, Maintenance Mechanics, Senior Custodian

EFFECTIVE JULY 1 OF EACH CONTRACT YEAR

	7/1/2008	7/1/2009	7/1/2010	7/1/2011
B-2	\$51,631	\$51,631	\$52,664	\$53,717
B-3	\$55,501	\$55,501	\$56,611	\$57,743
B-4	\$58,380	\$58,380	\$59,548	\$60,739

	7/1/2012	7/1/2013	7/1/2014
B-2	\$54,926	\$56,299	\$57,847
B-3	\$59,042	\$60,518	\$62,182
B-4	\$62,106	\$63,659	\$65,410

New Employees hired on schedules B-2, B-3 and B-4 shall be hired at \$1,200 per year less than the lowest rate at that particular time, for a period of one (1) school year.

SOUTHERN WESTCHESTER BOCES
TEAMSTERS, UNIT TWO SALARY SCHEDULE
ANNUAL BASE SALARY

DEFINITIONS:

B-2: Custodian

B-3: Custodian-Bus Driver

B-4: Automotive Mechanics, Maintenance Mechanics, Senior Custodian

EFFECTIVE JULY 1 OF EACH CONTRACT YEAR

	7/1/2015		7/1/2016		7/1/2017		7/1/2018
Increase	2%		2%		2%		2%
B-2	\$59,004		\$60,184		\$61,388		\$62,616
B-3	\$63,426		\$64,695		\$65,988		\$67,308
B-4	\$66,718		\$68,052		\$69,413		\$70,802

New Employees hired on schedules B-2, B-3 and B-4 shall be hired at \$1,200 per year less than the lowest rate at that particular time, for a period of one (1) school year.