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CUS / 4564



AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS

and the

BAY SHORE CUSTODIAL ASSOCIATION

of the

BAY SHORE UNION FREE SCHOOL DISTRICT

July 1, 2005 - June 30, 2010

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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TABLE OF CONTENTS

ARTICLE ONE - GENERAL PROVISIONS.....1
 SECTION I. CONTRACTUAL PROVISIONS1
 A. EFFECTIVENESS.....1
 B. MAINTENANCE OF SERVICES/"NO STRIKE" PLEDGE.....1
 C. LIMITATIONS1
 D. TERM OF AGREEMENT1
 SECTION II. RECOGNITION1
 SECTION III. UNIT, DEFINITION1
 ARTICLE TWO - ASSOCIATION BENEFITS.....2
 SECTION I. AGENCY FEE.....2
 SECTION II. OPENINGS.....3
 ARTICLE THREE - MEMBER BENEFITS3
 SECTION I. NIGHT SHIFT EMPLOYMENT3
 SECTION II. DIFFERENTIALS3
 A. NIGHT SHIFT3
 B. OVERLAPPING SHIFTS3
 C. OVERTIME3
 D. TEMPORARY ADJUSTMENT4
 E. ASSISTANTS AND OTHER SUPERVISORS4
 F. LAYOFFS OR EXCESSING OF PERSONNEL4
 G. SUSPENSION.....5
 SECTION III. BUILDING CHECKS5
 SECTION IV. PROPERTY SECURITY.....5
 SECTION V. HEALTH AND DENTAL PLANS6
 A. HEALTH INSURANCE6
 B. DENTAL INSURANCE.....7
 C. LIFE INSURANCE7
 SECTION VI. GRIEVANCE PROCEDURE.....7
 A. SCOPE.....7
 B. FIRST PROCEDURAL STAGE.....7
 C. SECOND PROCEDURAL STAGE7
 D. THIRD PROCEDURAL STAGE8
 SECTION VII. HOLIDAYS.....8
 SECTION VIII. HOURS, WORK WEEK AND WORK YEAR.....8
 A. WORK WEEK - SCHOOL YEAR.....8
 B. WORK WEEK - SUMMER.....8
 C. VACATION9
 D. VACATION COMPUTATION.....9
 SECTION IX. LEAVES9
 A. JURY DUTY.....9
 B. PAID LEAVE.....10
 C. SICK DAYS AND PAYMENT CONDITIONS FOR UNUSED DAYS.....10
 D. DISABILITY11
 SECTION X. COFFEE BREAKS11
 SECTION XI. TRUCKS, USE OF PERSONAL11
 SECTION XII. RETIREMENT PLAN.....11
 SECTION XIII. UNIFORMS.....12
 SECTION XVIII. WAGES.....12
 A. SALARIES.....12
 B. LONGEVITY INCREMENTS12
 ARTICLE FOUR - AGREEMENT13
 SALARY SCHEDULES14
 INDEX.....17

ARTICLE ONE - GENERAL PROVISIONS

SECTION I. CONTRACTUAL PROVISIONS

A. EFFECTIVENESS

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.

B. MAINTENANCE OF SERVICES/"NO STRIKE" PLEDGE

The Association hereby affirms that it does not assert the right to strike against the District or any other unit of government, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike. The term "strike" as herein defined, means any strike or other concerted stoppage of work, "job action" or slowdown.

C. LIMITATIONS

This Agreement contains the full substance of all agreements made by and between the parties hereto and, except as modified pursuant to the provisions of this Agreement, all terms and conditions of employment and grievance procedures for the employees of the Association and all other rules, regulations, procedures, policies and operations within the Bay Shore Union Free School District shall be and remain in full force and effect as from time to time established in the Administrative Manual of the Bay Shore Union Free School District, to the extent that they are not otherwise provided for in this Agreement.

D. TERM OF AGREEMENT

This Agreement shall take effect on July 1, 2005 and shall remain in full force and effect through June 30, 2010.

SECTION II. RECOGNITION

The District hereby recognizes the Association as the exclusive negotiating and bargaining agent for the operation and maintenance staffs in the negotiating unit as herein above defined for the purpose of negotiating provisions relating to terms and conditions of employment in accordance with the provisions of the Agreement and of the Public Employees' Fair Employment Act. This recognition shall extend during the period of this Agreement and any renewal thereof, or until another employees' organization is recognized or certified under the appropriate provisions of law.

SECTION III. UNIT, DEFINITION

The parties hereto determine and agree that an appropriate employer-employee negotiating unit entitled to recognition by the District pursuant to the provisions of the Public Employees' Fair Employment Act shall consist of all full time members of the operation and maintenance staffs of the Bay Shore Union Free School District who have been appointed by the Board of Education to permanent, full time positions or to part-time positions of four or more hours per day including all chief and head custodians, custodial workers, head groundsman, and all other members of the

grounds and maintenance staff not specifically excepted. Not included in the unit are any individuals working for the District through non-District funding, such as CETA, PWP, WIN, etc., or substitute workers.

Part-time workers in included positions shall be entitled to those contractual fringe benefits for which they were eligible under the regulations of the providing agency at the time of their initial employment or as such benefit entitlement may be subsequently expanded. For any benefits based upon annual duration of service, such as vacation, or personal days, such benefits shall be pro-rated to reflect the time served; for cumulative benefits such as sick leave, service in prior years shall be pro-rated to reflect conditions of service at the time used. If, for example, 20 1/2 days were accumulated in a half-time appointment, on transfer to full time service, pro-ration would equate to 10.25 full time days.

ARTICLE TWO - ASSOCIATION BENEFITS

SECTION I. AGENCY FEE

Pursuant to the passage of legislation enabling the implementation of an Agency Shop Fee, the District does hereby agree that no later than the second pay period after the effective date of employment, each employee who is not a member of the Bay Shore Custodial Association will pay to the collective bargaining agent each pay period a service charge toward the administration of this Agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the Bay Shore Custodial Association on the same terms and conditions as are available to every other member of the Association. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and bi-weekly dues for each pay period, thereafter in an amount equal to the regular and usual bi-weekly dues. The District shall deduct such fee in the same manner as the membership dues are deducted. The amount collected through the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used toward expenditures by the organization in and of activities or causes of political or ideological nature only incidentally related to terms and condition of employment.

Any unit member from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with organization appeal procedures contained in a separate organizational document governing such appeals. The Bay Shore Custodial Association has submitted to the District, pursuant to Chapter 677 of the Laws of 1977 of the State of New York, a procedure providing for the processing of demands by members of the bargaining unit, for the return of that portion of the agency fee deduction, if any, which represents the employee's pro-rata share of expenditures by the Bay Shore Custodial Association in aid of activities or causes only incidentally related to negotiation of terms and/or conditions of employment. The Association represents that the aforementioned procedure shall not be changed contrary to the law.

The Bay Shore Custodial Association will supply, upon the request of the District, the names of those Unit members who shall have the agency fee deducted from their salaries.

The Bay Shore Custodial Association shall indemnify the District on account of any recovery of refund obtained by such non-member of the Association against the District pursuant to this section.

SECTION II. OPENINGS

When openings occur on the custodial staff, announcement of such openings shall be posted for all members of the Unit. Announcement of all custodial civil service test received by the District shall be posted for all members of the Unit. Such notices shall also be sent to the President of the Unit, all Heads and Chiefs, and to the Maintenance shops. Members of the Association shall be given priority consideration for interviews when new positions become available.

ARTICLE THREE - MEMBER BENEFITS**SECTION I. NIGHT SHIFT EMPLOYMENT**

In the interest of maintaining reasonable continuity within the composition of staffs assigned to responsibilities on both the day and the night shifts, and in order to provide for reasonable stability in the staffing of the schools, it is agreed that whenever vacancies occur on the night shift, announcement of such vacancies shall specify that appointment shall be on the night shift. Such announcements shall also state that appointment to night shift vacancies establishes no preferential rights for transfer to day shift vacancies although night shift employees shall not be barred from an opportunity to apply for day shift positions.

SECTION II. DIFFERENTIALS**A. NIGHT SHIFT**

Those members of the Unit who are assigned full time to the night shift shall be placed on the "Night Shift" custodial schedule.

The assistants to the head custodians assigned to the night shift at the middle school and the senior high school will receive the specified night shift differential in addition to the stipend described in the section entitled "Assistants to Head Custodians."

B. OVERLAPPING SHIFTS

It is agreed that if the District establishes split shift schedules for the five elementary schools, to meet coverage and scheduling requirements, a pro-rated differential shall be established for employees whose assigned shift begins before 3:00 p.m. and which extends beyond 6:00 p.m. For such employees, the night shift differential shall be applied for all hours actually worked after 3:00 p.m. Such differential shall be as a supplement to the regular rate and shall be computed by multiplying the regular hourly rate for the individual involved by the number of hours after 3:00 p.m. by the differential.

C. OVERTIME

Time and one-half will be paid for all hours worked beyond forty hours in one week. Sick leave and holidays for which compensation is paid shall be counted as time worked for purposes of computing overtime. Employees who are required to work on a paid holiday will be entitled to compensation equal to one and one-half times the normal rate of pay (in addition to their regular compensation for such paid holiday, where that is the case). At the discretion of the employee as acceptable to the District, the District may grant compensatory time for overtime work at time and one-half of the regular rate. The maximum amount of compensatory time which any member may accrue at one time is 240 compensatory hours, which is the equivalent of 160 hours of actual work. Accrual of

compensatory time and determination of when it may be used requires the approval of the head custodian and administrator in charge. Use of accrued compensatory time will be granted within a reasonable period of time after accrual and when such use does not unduly disrupt the scheduling or operation of the building.

On any single occasion when overtime has been accrued in excess of five and one-half hours, a thirty minute lunch break shall be included. If specific circumstances mandate continuous service so that such lunch cannot be taken, then payment shall be made for such lunch period at the overtime rate.

D. TEMPORARY ADJUSTMENT

Whenever a member of the Association is appointed by the Superintendent of Schools to work either temporarily or permanently in a classification which has a higher salary schedule, such member shall receive a salary at least equal to the first step of such higher salary schedule during the time he/she works in that capacity. The District shall have full discretion in assigning a higher step on such schedule to reflect increased responsibility of the new position, or particular circumstances which may apply.

If the regular occupant of a position is unable to fulfill the responsibilities and duties of that position for a period in excess of 30 work days, then the back-up person, or other person assigned to carry out such responsibilities and duties, shall be given the salary adjustment as noted above for every day beyond the thirty days that the duties are performed so long as the position remains current, until the original appointee returns to duty or until another person is appointed to it.

E. ASSISTANTS AND OTHER SUPERVISORS

All school buildings will have an assistant to take charge of the building when the Chief or Head custodian thereof is on vacation, sick or absent for any other reason,, and such assistants will receive an addition to their annual salary according to the schedule below:

Assistant to the Head Custodian of:	Amount:
Elementary Schools	\$ 600
Day Shift - Middle & Senior High Schools	\$1000
Night Shift - Middle School	\$1100
Night Shift - Senior High School	\$1200
Assistant to Night Lead - Secondary Schools	\$ 400
Groundsman	\$ 600

F. LAYOFFS OR EXCESSING OF PERSONNEL

All layoffs will be in accordance with Article 75 of the Civil Service law and the rules and regulations of the Suffolk County Department of Civil Service in effect at the time of such layoffs.

G. SUSPENSION

It is agreed by the District and the Association that in the event that charges under Article 75 of the Civil Service law are filed against a member of the Unit, the maximum period of suspension with pay shall be no more than five months or one hundred work days for members of the Unit unless any delays beyond that point have been occasioned through failure of the District to proceed promptly in any step of the procedure or because of additional delay occasioned by failure of the Hearing Officer to meet the agreed upon deadline for rendering of the decision. Should the period of suspension exceed one hundred work days, for any reason other than above, such suspension shall continue in full force and effect without pay until the date of Board action on the decision of the Hearing Officer. Should the Hearing Officer recommend and the Board approve reinstatement, all appropriate monies not paid shall be promptly refunded. However, the District shall continue to make necessary payments to continue the health insurance in effect at the time of suspension without pay until the date of such Board action. While on suspension with pay the member may be assigned to other duties.

SECTION III. BUILDING CHECKS

It is agreed by the parties to this Agreement that the total compensation levels for Head and Chief custodians have been established to include therein, overtime payment at the required Federal and/or State rate(s) to cover all time necessary for building checks on weekends and/or holidays, which are a responsibility of such positions.

Excepted from the above agreement shall be all building check days falling within a vacation period equal to the vacation entitlement for each Head or Chief custodian, starting computation of such entitlement on July 1 of the year during which the vacation is to be taken, and running thereafter through the number of days of vacation entitlement for each Head or Chief custodian.

On excepted days equal to the above computed number, building checks as assigned in writing shall be the responsibility of the backup person or assigned member of the Unit.

It is further agreed that the total compensation levels for all backup persons have been established to include therein, overtime payment at the required Federal and/or State rate(s) to cover all time necessary for providing backup coverage for building checks on weekends and holidays as excepted and further described above.

The District shall reconcile such charges from time to time and shall balance them by the end of the school year.

This section shall not be construed to waive any further District action with respect to failure to carry out required building checks.

SECTION IV. PROPERTY SECURITY

The District shall establish a fund of \$3,000 to compensate members of the Unit for vandalism damage to their cars while parked in the District parking facilities during hours when they have been assigned to their regular or overtime duties. This provision shall also cover accidental damage or vandalism to personal trucks or automobiles of the maintenance crew during work hours while being used for District work and operated in accordance with standard procedures. To be eligible for reimbursement, the member of the Unit must make application to the Superintendent of Schools or his designee and provide:

- (1) Proof that a report was filed with the police;
- (2) Proof that the damage did occur on school parking facilities;
- (3) At least two (2) estimates for the damage repairs;
- (4) Independent verification from one's insurance agent or broker disclosing whatever personal insurance is available. The District will only reimburse a claim for the amount not covered by the Unit member's own insurance and up to a cap of \$500 per incident of auto vandalism while properly parked in the designated parking area. The Superintendent or his designee and the President of the Association or designee, in conjunction with each other, shall accept or reject each application and shall determine the amount of money to be awarded.

Upon the completion of the school year, the monies not expended shall be returned to the District General Fund and a new fund of \$3,000 shall be established on July 1. It is understood that the \$3,000 is an aggregate, not per claiming amount.

SECTION V. HEALTH AND DENTAL PLANS

A. HEALTH INSURANCE

The District shall pay the cost of making the "NYSHIP" (Empire Plan) or equivalent, available to each full time member of the Unit where such NYSHIP coverage is not available under the member's spouse's coverage according to the following schedule. Coverage will be either individual or family coverage as provided under the carrier's standards. For all members of the unit who already have spouse-based coverage in such plan, the member shall be paid annually the sum of \$750 in accordance with the last paragraph in this section. Such coverage shall continue to be provided by the District for members of the Unit who retire from the District and from Civil Service employment with the required number of years of service.

Active Employees – Effective July 1, 2005, the parties agree that the District shall assume 88% of the family or individual premium for those unit members covered under the District's health insurance program. Effective July 1, 2006, and henceforth, the parties agree that the District shall assume 85% of the family or individual premium for those unit members covered under the District's health insurance program.

In determining such equivalent programs as noted above, members of the Unit shall have the option of having the premium amounts established under the NYSHIP applied to HIP of Greater NY.

The District shall pay 100% of the cost for "Group Excess Medical Insurance" coverage as subscribed to on July 1, 1982. A member who retires may elect to maintain this group insurance if he/she assumes all premium costs as established by the carrier.

Members of the Unit whose health insurance coverage availability derives from a spouse's coverage shall be paid annually the sum of \$750, on or about December 15 of each year. Should it become necessary for the member to re-enroll in the health insurance plan due to unavailability of coverage under his/her spouse's plan, the District shall permit such re-enrollment and the member shall be charged back a pro-rata portion of the above-referenced \$750, if the sum has been paid. Said pro-rata charge back shall be at the rate of \$62.50 per month, calculated from July 1 to the date of re-enrollment. Should the member's coverage terminate prior to June 30,

then the District shall be entitled to recovery of the pro-rata portion of the \$750 for the amount of the year the member was not entitled to health insurance coverage.

Retirees – Effective July 1, 2005 through June 30, 2006, for any member who retires, the District shall assume 94% of family or individual premium of the retiree medical premium. Effective July 1, 2006, and henceforth, for any member who retires, the District shall assume 92.5% of the family or individual premium of the retiree medical premium.

It is recognized that the purpose of this Section is to assure that all members of the Unit do enjoy availability of maximum benefits under the plan, but the District shall not pay excess amounts for duplication of benefits.

B. DENTAL INSURANCE

The District shall make available to each member at no cost to the member a dental insurance plan, the benefits of which are at least equivalent to those provided in the plan available to the members as of June 30, 1982.

A member who retires may elect to maintain this group dental insurance plan if he/she assumes all premium costs, as may be agreed to by the insurance carrier.

C. LIFE INSURANCE

The District shall provide a fully paid group term life insurance policy covering each member of the Unit in the amount of \$15,000.

A member who retires may elect to maintain this group life insurance plan if he/she assumes all premium costs, as may be agreed to by the insurance carrier.

SECTION VI. GRIEVANCE PROCEDURE

A. SCOPE

In the interest of resolving any disputes which may arise with reference to the interpretation or application of any specific provision of this agreement, a two-stage grievance procedure shall be established to help in solving such problems.

B. FIRST PROCEDURAL STAGE

Within five calendar days after the employee knew or reasonably should have known of the problem, the grievant shall discuss the grievance with his/her immediate supervisor and provide a specific statement of the problem and a specific recommendation for a solution.

If the matter in dispute cannot be solved at that stage, then the grievant shall present the matter to his/her building principal, using a grievance record form which calls for a specification of the contract provision in question and provides for specification for statement of a specific remedy.

C. SECOND PROCEDURAL STAGE

At a meeting scheduled by the principal or his/her designee within ten calendar days after the above, the grievant shall present his grievance to his/her building principal or his/her designee and the immediate supervisor shall also have an opportunity to present any related information.

Within thirty calendar days after the above meeting, the building principal and/or his/her designee shall present a written recommendation for solution to the grievant and to his/her immediate supervisor.

D. THIRD PROCEDURAL STAGE

If resolution of the dispute is not reached at that point, then within ten calendar days after the above, the grievant shall present all of the records with respect to the grievance, including the written report of the building principal and the grievance record forms to the Personnel Office. That Office shall arrange for calling in a grievance review board composed of the President of the Custodial Association, the Assistant Superintendent for Personnel or their designees, plus an additional representative for either side, neither of whom shall be directly involved in the grievance. Following review of all records and a presentation of any information by either party to the dispute, the board shall reach a decision within thirty days which shall settle the matter. If the Review Board does not reach agreement, then the two recommendations from the Review Board shall be submitted to the Superintendent who shall accept, or reject, or modify any of the recommendations. His decision shall be final and binding.

SECTION VII. HOLIDAYS

The following days during the year shall be considered as holidays, unless school is in session or teachers are working, and shall not be included as part of an employee's vacation period:

- | | |
|-------------------------|-----------------------------------|
| Independence Day | Thanksgiving Day |
| Labor Day | The Friday after Thanksgiving Day |
| Rosh Hashanah, two days | Christmas Day |
| Yom Kippur | New Year's Day |
| Good Friday | Martin Luther King's Birthday |
| Columbus Day | Presidents' Day |
| Election Day | Memorial Day |
| Veterans' Day | |

In addition to those specified above, one day before or after Christmas or New Year's Day shall be added as determined by the Superintendent of Schools, as will any other holiday as authorized by the Board of Education.

In order to provide a minimum of (12) holidays the Superintendent of Schools may schedule observation of national holidays which fall on Saturday or Sunday to take place either on the preceding Friday or succeeding Monday, provided school is not in session.

SECTION VIII. HOURS, WORK WEEK AND WORK YEAR

A. WORK WEEK - SCHOOL YEAR

Full time members of the Unit will work forty hours per week, exclusive of lunch.

B. WORK WEEK - SUMMER

The summer work schedule shall be seven hours per day exclusive of lunch for all Unit members. Summer hours shall start the Monday after Commencement Day and continue until the last work day before Labor Day.

C. VACATION

Members of the Unit shall be entitled to vacation time in the amount and according to the schedules set forth below:

Length of Service	Vacation Period	Accrual Rate
First year after 2 months		1 day/month
2 years up to 5 years	10 working days	.83 days/month
Over 5 years	15 working days	1.25 days/month
Over 10 years	20 working days	1.66 days/month
Over 20 years	25 working days	2.08 days/month

Vacation should be scheduled sufficiently in advance so that the prior approval of both the immediate supervisor and the administrator in charge may be obtained.

It is understood that such scheduling will not interfere with the educational program of the District or of the particular school building affected. When a separating employee plans to use accrued vacation time following his last actual work day, a substitute or replacement will be appointed unless the District is unable to employ such a person.

D. VACATION COMPUTATION

During the first two calendar months following initial employment, no vacation time is accrued. Thereafter each member of the Unit shall accrue vacation time at the rate which applies to his/her appointment as set forth in the clause titled, "Vacation." For new employees, no vacation time may be taken until after the probationary period has been completed and until after the first day in July. For example, a twelve month initial appointee from January 1, would accrue four days' vacation between January 1 and June 30. Such days could be taken after July 1 with appropriate approval. While members of a night crew are on vacation, Heads or Chiefs have the option to transfer their duties to the day crew for completion in order to balance work load.

SECTION IX. LEAVES

A. JURY DUTY

Civil Service personnel are not exempt from jury duty. The Board of Education encourages the Civil Service staff to participate when called, if such absence will not unduly affect the operation of the school district, and guarantees full pay for all days served. In those cases where members of the Unit not on the regular day shift are required to serve on jury duty, they shall not be required to work on that day.

At any time when an employee is serving on jury duty but is not required to be present, he/she is expected to report to work. However, this should not be construed to cover short periods of time (up to two hours) at the beginning or end of the work day.

Normally, substitutes will not be hired while Civil Service personnel are on jury duty.

B. PAID LEAVE

A maximum of three days of excused absence per year with pay may be allowed for required personal, that is, related to the individual rather than to the District, business or emergency reasons, such as closing a title on a home, attending a family member's graduation, or fulfilling other responsibilities of importance to the employee and his/her family for which paid leave is not provided for elsewhere and which cannot be scheduled by the employee on other than work days.

Any member applying for a day of leave for reasons related to the individual, should, if possible, present a written request to his/her immediate supervisor and administrator in charge, at least two weeks in advance, stating the specific reason for the request. If there is a disagreement, the administrator shall decide. Either the employee or the supervisor may appeal such decision to the Assistant Superintendent for Human Resources.

Where the employee believes that he/she has cause not to reduce the reasons for the request to writing, he/she may orally state to the immediate supervisor or other administrator, the reasons for the request. In such cases the immediate supervisor or administrator must certify in writing to the Assistant Superintendent for Human Resources that the reason offered is, in his/her judgment, reasonable to qualify for such absence with pay.

Absences with or without pay solely for the convenience of the employee will not be granted.

On an annual basis, all unused personal days are converted to sick days.

C. SICK DAYS AND PAYMENT CONDITIONS FOR UNUSED DAYS

Accrual of sick leave will commence from July 1, 1966.

Any full time employee having served ten consecutive years as a member of this Unit, upon separation from service, or "retirement for service or disability," will be granted terminal leave for unused sick leave not to exceed 200 days. Sick leave shall be accumulated at the rate of one day per month commencing with the first full month of the employee's work year. The combined total of number of days from accumulated sick computation and the transfer of unused personal days shall not total more than 200 days. At the option of the employee, salary due for accumulated sick leave up to 200 days shall be paid in a lump sum, at the then current salary rate, upon termination of employment in accordance with the percentage ratios shown below.

Excluded from the computation of days described above for payment upon separation shall be any days (after July 1, 1979) on which the employee was on Workers' Compensation and receiving per diem income from that agency.

In the event that extended sick leave is granted under District discretion as from time to time provided in District established policy on the matter, payment for such days of extended (unearned) sick leave shall be considered a charge against the days computed for payment for unused sick leave at time of retirement unless otherwise repaid to the District. Thus in the event that a member of the Unit exhausts all cumulative sick leave, and the District approves granting of extended sick leave beyond the accumulated amount, shall be carried as a charge against future accumulation until such time as the over-use has been balanced. Such charge shall not be used to bar members from using accumulated sick leave as required, but shall only be a bar to future cumulation until the deficit has been made up. This provision shall apply subsequent to the effective date of this Agreement.

All sick leave accumulated to July 1, 1988 shall be computed at 100% of the current daily rate at time of retirement. Thereafter, beginning with the 1988-89 school year, payment for cumulative sick leave at time of retirement will be made at the following percentage of the number of days of cumulative sick leave times the then current daily rate.

Years of Service	Payment
After 10 years of service	50%
After 15 years of service	75%
After 20 years of service	100%

Such payment shall be paid to the estate or designated beneficiary of the deceased.

The number of days of entitlement shall be reduced for each day by which the employee fails to notify the District of his/her intent to retire which is less than 60; or less than 20 if he/she intends to separate for reasons other than retirement. Only the work days during the expected notice periods shall be subtracted in the computation. This paragraph shall not apply in those cases where the retirement or other termination is occasioned by circumstances deemed by the District to be emergency in nature such as hospitalization, or other grave circumstances.

D. DISABILITY

An employee who is disabled through either a job related or non-job related (non-permanent disability) accident or illness may be required to perform limited duties commensurate with his/her ability. Such decision shall be made upon the combined advice of the employee's physician, the District's physician, and any other physician, such as one employed or appointed by the Worker's Compensation Board.

The District retains the right under applicable law to require an employee who has suffered a job related accident or illness to submit to a medical examination to verify his/her physical ability to continue employment. The District reserves all the rights and authority applicable to situations involving employees who have suffered a job related or non-job related accident or illness.

SECTION X. COFFEE BREAKS

For all full time members of the Unit, there will be one twenty minute coffee break in the morning, or during the first half of the work day.

SECTION XI. TRUCKS, USE OF PERSONAL

Members of the maintenance staff who are authorized to utilize their own trucks in carrying out the duties of their positions shall be compensated at a rate equal to 1.5 times that approved for use of personal automobiles to reflect the additional costs involved in the operation of such vehicles in the performance of their assigned duties.

SECTION XII. RETIREMENT PLAN

The District will provide for each member of the Unit covered by this Agreement the contribution to the New York State Employees' Retirement System required to effectuate the Career Retirement

Plan of Section 75-i of the Retirement and Social Security Law as then existing or thereafter amended. Representatives of the Superintendent's Office shall forward information delivered to them to the Association concerning changes and new options provided by the New York State Retirement System.

SECTION XIII. UNIFORMS

Beginning September 1, 1987, during the school year all members of the staff shall be required to wear District uniforms as established and provided by the District. Five sets of uniforms shall be provided for each member of the Unit during the first year of such requirement. Effective July 1, 1996, association members shall receive two sets of uniforms and one outside jacket, the cost of which shall be equivalent to one uniform. Thereafter, three sets of uniforms will be supplied annually. In addition, individuals assigned to the maintenance and grounds crews shall be entitled to one heavy outside jacket during the first year of this Agreement at a cost not to exceed \$100 per person.

SECTION XVIII. WAGES

A. SALARIES

The District and the Association agree that the salaries of operation, and maintenance personnel covered by this Agreement shall be paid in accordance with the schedules which are attached hereto and made a part hereof and marked Appendix. Payments in accordance therewith shall be made biweekly as developed in the yearly payroll schedule by the payroll processor or BOCES. These salary schedules shall apply to custodian association members hired after July 1, 1996. The following shall be the increases in the custodial contract years:

Year 1 -	4%
Year 2 -	4%
Year 3 -	3%
Year 4 -	3%
Year 5 -	3%

B. LONGEVITY INCREMENTS

In recognition of long term service to the District, longevity increments shall be granted according to the following schedule:

Years of Service	Amount
After 10 years	\$1150
After 15 years	\$1400
After 20 years	\$1650
After 25 years	\$2150

Longevity increments will be granted on July 1 following the anniversary date of employment. Service must be consecutive and uninterrupted years of employment in the District, except that sick leave, child care leave or military service leave shall not be considered as interrupting such service.

In computing service for individuals with part-time assignments, such part-time assignment shall be pro-rated in determining full time years of service.

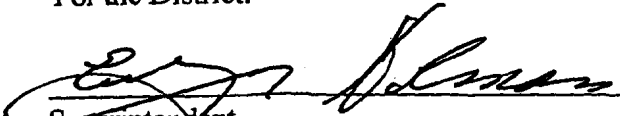
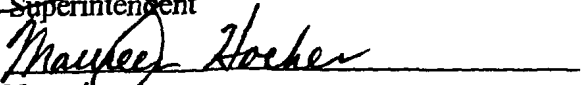
Longevity increments normally are permanent additions to salary. However, should an employee's performance be judged unsatisfactory, all or part of a longevity increment may be withheld or withdrawn. During any year in which a member of the Unit shall have been absent without leave or on suspension without pay, and the question of such suspension or absence was not resolved to the benefit of the individual, such year of service shall not be counted towards longevity for purposes of longevity increment. Thus if an individual were on suspension without pay for two weeks and salary was not restored after a hearing, that individual would need to serve eleven years rather than ten years in order to qualify for the first longevity payment. Performance evaluation shall be completed each year by May 1 and the employee notified of the decision of the evaluators. Any salary impact of such decision shall be effective as of July 1 of the following school year.


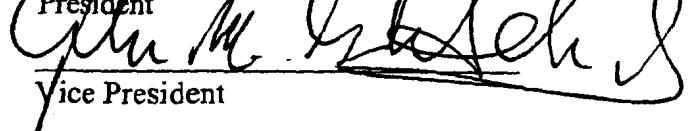
ARTICLE FOUR - AGREEMENT

IN WITNESS WHEREOF the above Agreement has been made and executed pursuant to resolution of the Board of Education duly adopted April 13, 2005 and pursuant to ratification by members of the Bay Shore Custodial Association held April 12, 2005.

For the District:

For the Association:


Superintendent

Negotiator


President

Vice President

YEAR 1: 2005-06 CUSTODIANS' SALARY SCHEDULE (4.00%)

	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
						HD GRNDM		
<u>STEP</u>	<u>COURIER*</u>	<u>CUST WORKER</u>	<u>NTSHFT** CUST WKR</u>	<u>NIGHT CUST SUPERVISOR</u>	<u>ELEMNT HD CUST</u>	<u>MS,SHS HD MNT,AVT</u>	<u>CHIEF SUPV</u>	<u>SUPV NTWK COM</u>
1	28,371	32,371	35,608	40,992	48,433	50,736	55,936	66,078
2	29,981	33,981	37,378	42,884	49,581	51,884	57,084	67,226
3	31,586	35,586	39,141	44,779	50,725	53,031	58,231	68,373
4	33,189	37,189	40,910	46,670	51,872	54,178	59,378	69,520
5	34,789	38,789	42,669	48,564	53,020	55,324	60,524	70,666
6	36,687	40,687	44,754	50,455	54,166	56,468	61,668	71,811
7	38,585	42,585	46,846	52,349	55,316	57,615	62,815	72,956
8	40,199	44,199	48,618	54,241	56,468	58,757	63,957	74,098
9	41,806	45,806	50,386	56,135	57,615	59,904	65,104	75,245
10	43,403	47,403	52,141	58,028	58,757	61,053	66,253	76,395
11	45,242	49,242	54,166		59,904	62,200	67,400	77,542

* Column 1 calculated by deducting \$4,000 from column 2.

** Column 3 includes 10% night differential based upon an 8 hour shift.

YEAR 2: 2006-07 CUSTODIANS' SALARY SCHEDULE (4.00%)

	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
						HD GRNDM		
<u>STEP</u>	<u>COURIER*</u>	<u>CUST WORKER</u>	<u>NTSHFT** CUST WKR</u>	<u>NIGHT CUST SUPERVISOR</u>	<u>ELEMNT HD CUST</u>	<u>MS,SHS HD MNT,AVT</u>	<u>CHIEF SUPV</u>	<u>SUPV NTWK COM</u>
1	29,666	33,666	37,032	42,632	50,370	52,765	58,173	68,721
2	31,340	35,340	38,873	44,599	51,564	53,959	59,367	69,915
3	33,009	37,009	40,707	46,570	52,754	55,152	60,560	71,108
4	34,677	38,677	42,546	48,537	53,947	56,345	61,753	72,301
5	36,341	40,341	44,376	50,507	55,141	57,537	62,945	73,493
6	38,314	42,314	46,544	52,473	56,333	58,727	64,135	74,683
7	40,288	44,288	48,720	54,443	57,529	59,920	65,328	75,874
8	41,967	45,967	50,563	56,411	58,727	61,107	66,515	77,062
9	43,638	47,638	52,401	58,380	59,920	62,300	67,708	78,255
10	45,299	49,299	54,227	60,349	61,107	63,495	68,903	79,451
11	47,212	51,212	56,333		62,300	64,688	70,096	80,644

* Column 1 calculated by deducting \$4,000 from column 2.

** Column 3 includes 10% night differential based upon an 8 hour shift.

YEAR 3: 2007-08 CUSTODIANS' SALARY SCHEDULE (3.00%)

	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
						HD GRNDM		
<u>STEP</u>	<u>COURIER*</u>	<u>CUST WORKER</u>	<u>NTSHFT** CUST WKR</u>	<u>NIGHT CUST SUPERVISOR</u>	<u>ELEMNT HD CUST</u>	<u>MS,SHS HD MNT.AVT</u>	<u>CHIEF SUPV</u>	<u>SUPV NTWK COM</u>
1	30,676	34,676	38,143	43,911	51,881	54,348	59,918	70,783
2	32,400	36,400	40,039	45,937	53,111	55,578	61,148	72,012
3	34,119	38,119	41,928	47,967	54,337	56,807	62,377	73,241
4	35,837	39,837	43,822	49,993	55,565	58,035	63,606	74,470
5	37,551	41,551	45,707	52,022	56,795	59,263	64,833	75,698
6	39,583	43,583	47,940	54,047	58,023	60,489	66,059	76,923
7	41,617	45,617	50,182	56,076	59,255	61,718	67,288	78,150
8	43,346	47,346	52,080	58,103	60,489	62,940	68,510	79,374
9	45,067	49,067	53,973	60,131	61,718	64,169	69,739	80,603
10	46,778	50,778	55,854	62,159	62,940	65,400	70,970	81,835
11	48,748	52,748	58,023		64,169	66,629	72,199	83,063

* Column 1 calculated by deducting \$4,000 from column 2.

** Column 3 includes 10% night differential based upon an 8 hour shift.

YEAR 4: 2008-09 CUSTODIANS' SALARY SCHEDULE (3.00%)

	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
						HD GRNDM		
<u>STEP</u>	<u>COURIER*</u>	<u>CUST WORKER</u>	<u>NTSHFT** CUST WKR</u>	<u>NIGHT CUST SUPERVISOR</u>	<u>ELEMNT HD CUST</u>	<u>MS,SHS HD MNT.AVT</u>	<u>CHIEF SUPV</u>	<u>SUPV NTWK COM</u>
1	31,716	35,716	39,287	45,228	53,437	55,978	61,716	72,906
2	33,492	37,492	41,240	47,315	54,704	57,245	62,982	74,172
3	35,263	39,263	43,186	49,406	55,967	58,511	64,248	75,438
4	37,032	41,032	45,137	51,493	57,232	59,776	65,514	76,704
5	38,798	42,798	47,078	53,583	58,499	61,041	66,778	77,969
6	40,890	44,890	49,378	55,668	59,764	62,304	68,041	79,231
7	42,986	46,986	51,687	57,758	61,033	63,570	69,307	80,495
8	44,766	48,766	53,642	59,846	62,304	64,828	70,565	81,755
9	46,539	50,539	55,592	61,935	63,570	66,094	71,831	83,021
10	48,301	52,301	57,530	64,024	64,828	67,362	73,099	84,290
11	50,330	54,330	59,764		66,094	68,628	74,365	85,555

* Column 1 calculated by deducting \$4,000 from column 2.

** Column 3 includes 10% night differential based upon an 8 hour shift.

YEAR 5: 2009-10 CUSTODIANS' SALARY SCHEDULE (3.00%)

	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
		CUST	NTSHFT**	NIGHT CUST	ELEMNT	HD GRNDM	CHIEF	SUPV
<u>STEP</u>	<u>COURIER*</u>	<u>WORKER</u>	<u>CUST WKR</u>	<u>SUPVISOR</u>	<u>HD CUST</u>	<u>MS,SHS HD</u> <u>MNT,AVT</u>	<u>SUPV</u>	<u>NTWK COM</u>
1	32,787	36,787	40,466	46,585	55,040	57,657	63,567	75,093
2	34,617	38,617	42,477	48,734	56,345	58,962	64,871	76,397
3	36,441	40,441	44,482	50,888	57,646	60,266	66,175	77,701
4	38,263	42,263	46,491	53,038	58,949	61,569	67,479	79,005
5	40,082	44,082	48,490	55,190	60,254	62,872	68,781	80,308
6	42,237	46,237	50,859	57,338	61,557	64,173	70,082	81,608
7	44,396	48,396	53,238	59,491	62,864	65,477	71,386	82,910
8	46,229	50,229	55,251	61,641	64,173	66,773	72,682	84,208
9	48,055	52,055	57,260	63,793	65,477	68,077	73,986	85,512
10	49,870	53,870	59,256	65,945	66,773	69,383	75,292	86,819
11	51,960	55,960	61,557		68,077	70,687	76,596	88,122

* Column 1 calculated by deducting \$4,000 from column 2.

** Column 3 includes 10% night differential based upon an 8 hour shift.

INDEX

AGENCY FEE 2

AGREEMENT..... 13

ASSISTANTS AND OTHER SUPERVISORS..... 4

BUILDING CHECKS 5

COFFEE BREAKS..... 11

DENTAL INSURANCE 7

DISABILITY..... 11

EFFECTIVENESS 1

GRIEVANCE PROCEDURE 7

HEALTH INSURANCE 6

HOLIDAYS..... 8

JURY DUTY 9

LAYOFFS OR EXCESSING OF PERSONNEL..... 4

LIFE INSURANCE..... 7

LIMITATIONS 1

LONGEVITY INCREMENTS..... 12

MAINTENANCE OF SERVICES/"NO STRIKE" PLEDGE..... 1

NIGHT SHIFT..... 3

NIGHT SHIFT EMPLOYMENT 3

OPENINGS 3

OVERLAPPING SHIFTS 3

OVERTIME..... 3

PAID LEAVE..... 10

PROPERTY SECURITY 5

RECOGNITION..... 1

RETIREMENT PLAN..... 11

SALARIES 12

SALARY SCHEDULES 14

SICK DAYS 10

SUSPENSION..... 5

TABLE OF CONTENTS i

TEMPORARY ADJUSTMENT 4

TERM OF AGREEMENT 1

TRUCKS, USE OF PERSONAL 11

UNIFORMS..... 12

UNIT, DEFINITION 1

VACATION 9

VACATION COMPUTATION 9

WORK WEEK - SCHOOL YEAR 8

WORK WEEK - SUMMER..... 8