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Title: **Westbury Union Free School District and Westbury Custodial/Maintenance Unit, United Public Service Employees Union (UPSEU) (2002) (MOA)**

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Union: **Westbury Custodial/Maintenance Unit, United Public Service Employees Union (UPSEU)**

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WESTBURY PUBLIC SCHOOLS

W E S T B U R Y • N E W Y O R K

AGREEMENT BETWEEN ▼

**United Public Service Employees Union
-Custodial/Maintenance Unit**

AND THE

Board of Education

OF THE

Westbury Union Free School District

Westbury, New York

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MEMORANDUM OF AGREEMENT
Between the
WESTBURY UNION FREE SCHOOL DISTRICT
and the
UNITED PUBLIC SERVICE EMPLOYEES UNION
(Custodial Unit)

The parties' representatives agree to continue all terms and conditions of employment set forth in the 2002-2006 collective bargaining agreement between the Westbury Union Free School District and the UPSEU, except as expressly amended herein.

The parties agree to resolve outstanding negotiations involving twelve month security supervisors; twelve month security aides and ten month security aides by adding the following language to the collective bargaining agreement between the Westbury Union Free School District and the United Public Service Employees Union (custodial unit) in effect through June 30, 2006, as follows:

1. Twelve month security supervisors shall be placed on the appropriate Step of the cleaner salary schedule and shall be provided all the terms and conditions as provided to cleaners. Specifically, Jeff Smith shall be placed on Step 2 of the cleaner salary schedule and John Robertson be placed on a Step 1 of the cleaner salary schedule. Placement on the salary schedule shall be retroactive to July 1, 2003.
2. Twelve Month Security Aides shall receive a salary adjustment of \$1,500 in year one, retroactive to July 1, 2003, followed by salary increases as follows:

2003-04 school year: 5%;
2004-05 school year: 5%;
2005-06 school year: 5%;
3. Twelve Month Security Aides shall receive ten (10) paid holidays in 2003-2004; eleven (11) paid holidays in 2004-2005; and twelve (12) paid holidays in 2005-2006 and beyond.
4. Ten Month Security Aides shall receive a salary adjustment of \$2500 in year one of the agreement, retroactive to July 1, 2003, followed by salary increases as follows:

2003-04 school year: 5%
2004-05 school year: 5%
2005-06 school year: 5%



- 5. Ten Month Security Aides shall receive three (3) paid holidays in 2003-2004; four (4) paid holidays in 2004-2005; and five (5) paid holidays in 2005-2006 and beyond.

The parties acknowledge that this memorandum is subject to approval by the Board of Education of the Westbury Union Free School District and ratification by the members of the unit.

For the Westbury U.F.S.D.

For the UPSEU

Randy Tiller

James Christ

Westbury Union Free School District
Security Aides Salary Comparison

Emp#	Name	Title	2002-03 old Base Contract	Salary Adjustment	Adjusted Base Contract	Increase 5.00%	Step & Scale Inc.	2003-04 new Contract	Percent Increase
1	3120 ARMAND, FRENEL	10 month Security Aide	\$13,104.00	2,500.00	\$15,604.00	780.00		\$16,384.00	25.03%
2	2291 CAMPAGNUOLO, MARIA	10 month Security Aide	\$16,723.00	2,500.00	\$19,223.00	961.00		\$20,184.00	20.70%
3	2837 DIGLIO, VINCENZA	10 month Security Aide	\$13,759.00	2,500.00	\$16,259.00	813.00		\$17,072.00	24.08%
4	2070 EASTER, JENNIFER M	10 month Security Aide	\$17,560.00	2,500.00	\$20,060.00	1,003.00		\$21,063.00	19.95%
5	2016 GETHERS, JASON I	10 month Security Aide	\$17,560.00	2,500.00	\$20,060.00	1,003.00		\$21,063.00	19.95%
6	2889 JAMES, ROOSEVELT F	10 month Security Aide	\$13,759.00	2,500.00	\$16,259.00	813.00		\$17,072.00	24.08%
7	2944 LEWIS, KEVIN	10 month Security Aide	\$13,104.00	2,500.00	\$15,604.00	780.00		\$16,384.00	25.03%
8	2074 LOFTON, PHILLIP	10 month Security Aide	\$17,560.00	2,500.00	\$20,060.00	1,003.00		\$21,063.00	19.95%
9	2887 MARTONE, MICHELINA	10 month Security Aide	\$13,759.00	2,500.00	\$16,259.00	813.00		\$17,072.00	24.08%
10	3196 MCDOWELL, PAMELA L	10 month Security Aide	\$13,104.00	2,500.00	\$15,604.00	780.00		\$16,384.00	25.03%
11	2885 MONTEFORTE, VINCENZA	10 month Security Aide	\$13,104.00	2,500.00	\$15,604.00	780.00		\$16,384.00	25.03%
12	2257 PAPA, ANGELA	10 month Security Aide	\$15,927.00	2,500.00	\$18,427.00	921.00		\$19,348.00	21.48%
13	1299 POSILLICO, CARMELA	10 month Security Aide	\$17,560.00	2,500.00	\$20,060.00	1,003.00		\$21,063.00	19.95%
14	2044 PRESTOLINO, ANGELA	10 month Security Aide	\$16,723.00	2,500.00	\$19,223.00	961.00		\$20,184.00	20.70%
15	1381 ROSS, DONALD R	10 month Security Aide	\$17,560.00	2,500.00	\$20,060.00	1,003.00		\$21,063.00	19.95%
16	1619 VESCIO, ROSA	10 month Security Aide	\$17,560.00	2,500.00	\$20,060.00	1,003.00		\$21,063.00	19.95%
17	1944 WADE, WILLIAM A	10 month Security Aide	\$18,439.00	2,500.00	\$20,939.00	1,047.00		\$21,986.00	19.24%
18	1642 WALLACE, WAYNE T	10 month Security Aide	\$17,560.00	2,500.00	\$20,060.00	1,003.00		\$21,063.00	19.95%
19	2622 WILLIAMS, ANDRE	10 month Security Aide	\$14,447.00	2,500.00	\$16,947.00	847.00		\$17,794.00	23.17%
20	434 DOUGLAS, WESLEY M	12 month Security Aide	\$26,341.00	1,500.00	\$27,841.00	1,392.00		\$29,233.00	10.98%
21	2937 DOYLE, RODNEY	12 month Security Aide	\$19,539.00	1,500.00	\$21,039.00	1,052.00		\$22,091.00	13.06%
23	522 FIELDS, JAMES L	12 month Security Aide	\$26,341.00	1,500.00	\$27,841.00	1,392.00		\$29,233.00	10.98%
24	2256 HOLLIE JR, EDWARD A	12 month Security Aide	\$23,899.00	1,500.00	\$25,399.00	1,270.00		\$26,669.00	11.59%
25	1361 ROBINSON, JOHN D	12 month Security Aide	\$28,621.00		\$28,621.00		6,186.00	\$34,807.00 a	21.61%
26	1496 SMITH, JEFFREY	12 month Security Aide	\$29,877.00		\$29,877.00		6,039.00	\$35,916.00 b	20.21%
			<u>\$453,490.00</u>					<u>\$541,638.00</u>	<u>19.44%</u>

a John D. Robinson is on step 1 of the 2003-2004 Cleaner Salary Schedule.

b Jeff Smith is on step 2 of the 2003-2004 Cleaner Salary Schedule.

ARTICLE I - PREAMBLE

The Board of Education of the Westbury Union Free School District and the United Public Service Employees Union recognize a common responsibility for the improvement of the quality of educational services provided to the students and community.

Both parties recognize that they can best attain their common objectives and discharge common responsibilities through mutual consultation and making mutually acceptable decisions in matters of common concern.

Therefore, this agreement is made and entered into on this 22nd day of October, 2002, by and between the United Public Service Employees Union - Custodial/Maintenance Unit (hereinafter referred as the "Union") and the Board of Education of Westbury Union Free School District, Town of North Hempstead, Nassau County (hereinafter referred to as the "Board").

ARTICLE II - RECOGNITION

The Board hereby recognizes the United Public Service Employees Union as the exclusive representative of custodial personnel of the District, as such term is hereinafter defined, for collective negotiations and the administration of grievances. The term "custodial personnel" shall include all maintainers, cleaners, groundskeepers and custodial personnel.

ARTICLE III - RIGHTS OF THE UNION

3.01 Check Off Of Dues

During the time that the United Public Service Employees Union is recognized as the representative of the custodial personnel, as provided in Article II, the Board shall deduct from the salaries of its employees dues for the United Public Service Employees Union upon presentation to the Board of individual written authorizations, which authorizations shall be in effect until the following September 30th. The deductions shall be made in twenty-six (26) installments in accordance with the payroll dates commencing with the first pay period in July. The dues deduction authorization form shall be prepared and distributed by the Union and shall contain a clause that the employee waives all rights and claims for the monies deducted and transmitted and relieves the Board or any of its officers from any liability therefore. The Board shall transmit the monies so collected within five (5) school days of the installment dates to an officer and at a place designated by the Union in writing. Any authorizations presently on file with the Board shall be revoked upon the presentation to the Board of the dues deduction forms, properly executed by the employee, and the most recent form shall be deemed the authorization of the employee.

The Board shall deduct from the salary of any employee who is included in the unit described Article II but who is not a member of the Union, an amount equivalent to the dues payable by a member of the Union. The Board shall transmit the money so collected to the Union.

The Union agrees to indemnify and hold the Board harmless from any loss or expense arising from any action of claims against the Board because of the implementation of the Agency Shop Law (Civil Service Law, Section 208-3 (b) pursuant to this agreement. This indemnification shall include, but is not limited to, losses arising from a determination that the Agency Shop Law is unconstitutional, and from claims of employees alleging unlawful deductions from salaries under this agreement and losses incurred in the event that the Union's refund procedure is challenged. It is understood, that in lieu of payment of counsel fees, the Union shall provide attorneys to defend the District should it become necessary.

In the event that any non-member of the Union shall question the right of the Union to the expenditure of his or her portion of any part of an agency shop fee deduction which represents the employee's pro-rata share, if any, of expenditures of the organization in aid of activities or cause of a political or ideological nature only incidentally related to terms and conditions of employment, such objection shall be made, if at all, by the objector individually notifying the Union President and Treasurer of his or her objection by registered or certified mail, during the period between September 1 - 15 of each year, for agency fee monies deducted in the prior year, in accordance with the provisions of Section 3b of Section 201 of Civil Service Law, as amended.

3.02 Professional Conferences and Association Activities

- A. The Union shall be authorized to send seven (7) members of their group, which group shall consist of one groundskeeper, one custodian per building and one maintainer to the Nassau County Spring Workshop. Expenses to this conference to be paid by the Board. Application for anticipated absence for the Nassau County Workshop for Custodians must be filed with the Superintendent of Schools and the Board of Education.
- B. The Union has the right to the use of school facilities for Union meetings only after duty school hours.
- C. No member of the Union shall be penalized in any way for participation in the activities of the Association, so long as those activities are within the law and regulations of the State of New York and the agreed upon regulations of this School District.
- D. Recognizing as they do their respective responsibilities for the education of the children of the community, the parties accept their obligation during the term of this agreement to assure the uninterrupted operation of the school system as set forth in the Public Employees Fair Employment Law of 1967, as amended by L. 1969, L. 1970, L. 1971, and L. 1974.

3.03 Jobs, Positions and Promotions

When a position pertaining to one covered by the personnel in this bargaining group becomes open, due and sufficient notice in writing shall be sent to all head custodians and to the Union so that those

who qualify may apply for the position. Final decision will be made by the Superintendent of Schools based upon district-wide needs of the educational program. Promotions will be made in accordance with Civil Service Regulations.

ARTICLE IV - EMPLOYEE RIGHTS AND WORKING CONDITIONS

4.01 Annual Work Schedule and Duties

- A. Full-time, twelve month non-instructional employees shall work fifty-two (52) weeks per year with vacation allowance as provided.
- B. The scheduling of the work of any member of the operational unit shall be at the discretion of the district, and dependent upon the times when such services are needed by the district. It is assumed that operational employees with similar duties will not necessarily work on the same schedules.

4.02 Work Day

- A. Under normal conditions the work week will be forty (40) hours consisting of eight (8) hours per day, exclusive of lunch time. Employees shall sign in and out at the start and end of each shift and whenever they leave the building for a break.

4.03 Calendar

The work year for custodial personnel shall conform with the calendar negotiated between the parties, which is annexed hereto and made a part thereof as Schedule "B". The calendar for the remaining years of this contract will be negotiated annually between the parties. The custodial personnel shall be entitled to seventeen (17) holidays per contract year.

Any deviation from the calendar, except for the closing of school because of inclement weather or other emergencies, shall be subject to consultation with the Union.

4.04 Transfers

Since each employee is employed by the Westbury School District, they may be reassigned to any job in their field of work, or to any building when such assignment shall be in the best interests of the school district. Transfers will be based on seniority, performance and the attendance record in accordance with Civil Service Rules and Regulations. Requests for transfers will be considered by the Central Administration Office in the light of recommendations made by the administrators involved. Final decisions will be made by the Superintendent of Schools, based upon district-wide needs of the education program. There will be a three (3) work day notice of transfer of assignments.

4.05 Seniority

- A. All employees who are appointed from a Civil Service list are afforded the protection of Section 75 of the Civil Service Law. For all non competitive class employees hired effective on or after October 1, 1993, the provisions of Civil Service Law section 75 shall apply after five years of service. Employees hired prior to October 1, 1993 shall continue to receive such protection after one year of employment. The seniority of employees shall be based on their date of original employment. Where layoffs may be required, the least senior employees shall be first laid off, providing the residual more senior employees can fully and adequately perform the jobs of any less senior employees who may otherwise be laid off. Thus, as a general rule, seniority shall be observed except where job skills, experience, training, ability and the like require exceptions to seniority.

4.06 Time Off During Working Hours

- A. Employees shall be allotted one (1) fifteen (15) minute rest period daily, inclusive of travel time, as agreed upon between the Union and the Superintendent of Schools, at such times as are designated by the immediate supervisor.
- B. Every custodial employee shall be entitled to and shall be assigned to a lunch period not to exceed one (1) hour in length, inclusive of travel time. Full time employees who start in the afternoon and work through the evening shall have one (1) hour for the evening meal. The one (1) hour for meals shall not be counted as an hour of work.

4.07 Absence and Leave

- A. This District will allow a maximum sick leave of one and a half (1 ½) days per month, up to eighteen (18) days per year, with no limit on cumulative leave for all full time, twelve (12) month, operational personnel. The above provision will apply to all full time, ten (10) month, operational personnel, except that they will receive a maximum of fifteen (15) days per year. Part time employees will receive one day per month up to six (6) days per year. Each employee may draw on their cumulative sick leave when the number of days allotted to them for the year have been exhausted.
- B. All current or accumulated sick leave days may be taken with pay for personal illness. For so long as an employee is confined to their own local residence, or to a local hospital or institution for treatment, no doctor's certificate will be necessary as proof of illness, except as modified by paragraph "C" below. Immediately after return from absence, the employee shall complete a personal statement form as to the reason for absence.

When an employee sojourns to places remote from Westbury for convalescence, the Board reserves the right to request regular reports from their physician as to the condition of health of the employee and as to the probable date of their clearance to return to their job.

- C. When an employee has been sick eighteen (18) days or more exclusive of days taken pursuant to provisions D, E, and F below, in the last consecutive twenty four (24) months or less, and has not submitted a doctor's certificate as to any of the sick days, and said employee subsequently uses more than four (4) sick days within the following twelve (12) months without submitting a doctor's certificate, the Superintendent of Schools shall have the right to request a regular report from a physician as to the condition of health of the employee and as to the probable date of their clearance to return to their job upon said employee's taking any additional sick days in said twelve (12) months. The terms of this provision shall take effect October 1, 1981.
- D. A maximum of three (3) days of the sick leave may be allowed annually for personal business, which business must be such as cannot be scheduled for a time other than during work hours.
- E. Leave of absence due to impending death, or death in the immediate family, quarantine, illness in the immediate family, may be granted when requested by the employee and approved. Such leaves may not be for more than four (4) days of sick leave annually. Members of the immediate family shall include: father, father-in-law, mother, mother-in-law, spouse, child, brother, sister, daughter-in-law, brother-in-law, grandparent, grandchild, stepchild and/or ward. Also, the following, if a resident in the home of the employee: aunt, uncle, niece, and nephew. All leaves for death in the family are for the specific purpose indicated. Proof of death may be required.
- F. Time taken by the employee for the observance of religious holidays shall be deducted from the number of annually approved sick leave days.
- G. Employees who leave the services of the Westbury Schools before the completion of a full calendar year of work and who shall have used more than the one and a half (1 ½) days per month of approved leave shall, by deduction from the final pay check, reimburse the school district for the excess days used at the per diem rate of 1/260 of the annual wage for twelve (12) month employees, or 1/200 of the annual wage for ten month employees. Accumulated sick leave will have no cash in value should any remain upon termination of services.
- H. An employee required to serve on a jury shall do so without loss of pay for time so lost from regular employment. The employee will remit to the District all sums received as jury duty pay.
- I. Personnel who must be absent, shall notify their immediate supervisor as follows:

Night employees must notify their supervisor and building principal by 12:00 noon of any absence due to illness. Day employees must notify their supervisor and/or building principal by 9:00 PM the night before an absence, or by 7:00 AM the day of the absence. Absences without notification may result in disciplinary action.

The District shall provide a phone number and answering machine to accept such notifications in the event no personnel is available.

J. If an employee comes to work, starts to work, and becomes ill on the job and leaves work, the following deductions will be made to the sick banks:

<u>Time Worked</u>	<u>Deduction to Sick Leave/Bank</u>
2 hours	3/4 day deduction
4 hours	1/2 day deduction
6 hours	1/4 day deduction

Employees who become ill and leave after working 6 hours on more than one occasion will have a deduction to sick bank for each 2 hours of missed work.

K. Personal Leave is subject to approval of immediate supervisor, provided written notice is given to the employee's immediate supervisor one (1) week in advance, except where an emergency exists. Personal Leave shall not be used to extend vacation periods or holidays. The following is a list of examples of approved reasons for personal day requests:

Legal Matters: Meeting with attorney (reason) required appearance in court.

Family Matters: Appointment concerning children (teachers, medical, etc.); appointments concerning elderly parents; celebrations, religious events (wedding, confirmation, bar mitzvah, and graduations).

Emergency Matters: Problem at home (fire, flood, repair); problem with transportation to/from work (auto accident); appointment for personal medical exam/test.

L. Personnel on sick leave shall, on the day prior to return, notify their immediate supervisor of their intention to return to duty. Should an employee not give such notice and both their substitute and themselves report for duty, the substitute shall be allowed to work no less than a half (1/2) day and the salary of the regular employee shall be docked accordingly.

M. Two (2) shop stewards shall be released with pay for up to four (4) days each to attend annual training conferences sponsored by UPSEU. The schedule of such conferences shall be subject to the approval of the Assistant Superintendent for Business and Management, which approval shall not be unreasonably withheld.

4.08 Vacations - Full Time Employees

- A. After one (1) year of employment, the 12-month employee is entitled to ten (10) working days of vacation during the following months of July and August or during the school year on days when school is not in session for students. All vacation periods must have the approval of the immediate supervisor and/or the Assistant Superintendent of Business & Management to be sure there is no conflict with performance of necessary work.
- B. For the 12-month employee of less than one (1) year of service, vacation time will be allotted at the rate of one (1) day for each month of service, up to a maximum of ten (10) working days.
- C. After five (5) years of employment in the Westbury Public Schools, the 12-month employee is entitled to fifteen (15) working days of vacation.
- D. After thirteen (13) years of employment in the Westbury Public Schools, the 12-month employee is entitled to twenty (20) working days of vacation.
- E. Each head custodian is responsible for arranging vacations schedules for his staff so that sufficient personnel are available during the months of July and August to accomplish the work schedule for each building. Each building shall be manned throughout July and August. The Director of School Facilities and Operations will be responsible for scheduling vacations for the Maintenance Department.
- F. Vacations may not be taken for the two (2) weeks prior to Labor Day.
- G. Employees may bank up to a total of four (4) weeks vacation and take up to two (2) weeks' vacation in pay each year. Employees must provide notice and receive prior approval from the Assistant Superintendent for Business and/or Management Services for use of any banked vacation. Requests for vacation must be submitted to the Director of Facilities no later than 30 days in advance.

4.09 Personnel Files

- A. Upon the request of any employee covered by this contract, such employee shall be permitted to examine their personnel file.
- B. No material shall be placed in an employee's personnel file unless that employee has had an opportunity to read the material. The employee shall acknowledge that they have read such material by affixing their signature to the actual copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed and does not necessarily indicate agreement with its content.
- C. The employee shall have the right to answer any material filed and their answer shall be

attached to the file copy.

4.10 Safety Practices

The parties recognize the necessity of following good safety practices in all job classifications. The Board will provide adequate equipment and maintain both equipment and working conditions in a safe manner. Any condition which is felt to be unsafe shall be reported to the Administration, promptly investigated and corrections made where required.

4.11 Medical Examinations

A. Medical examinations shall be requested and/or required in accordance with section 913 of the Education Law. All costs of such pre-employment examination shall be borne by the Board if done by a school doctor. The Board shall pay ten (\$10.00) dollars to an employee who uses his own doctor.

4.12 Protection of Employees

If an assault on an employee occurs during working hours and which said assault is not due to the employee's own fault or neglect, and results in a loss of time the employee shall be paid in full for lost time through the life of this contract. Any Workers' Compensation benefits due to the employee during this period shall be paid to the school district to the extent of the amount paid out by the district.

4.13 Substitute Coverage

It is recognized that occasionally an employee or employees may be absent from a group assignment. In such event, the Administration may provide substitute coverage for such absence(s). Should such coverage not be available, it is further recognized that the remaining group of employees may be required to work additional hours for which they will be paid or may have their regular job duties postponed so that necessary services may be provided.

4.14 Workers' Compensation

- A. All employees covered by the contract shall be protected under the Workers' Compensation Law of New York State.
- B. An employee who is injured in the course of his employment with the Westbury Public Schools and is receiving weekly compensation, as provided by the New York Workers' Compensation Act, shall be granted sick leave benefits commencing with the day following such injury and continue with the life of this contract for the length of the injury as determined by the School Medical Examiner or the termination of the case through a settlement by the Industrial Board, whichever is earlier. Such employee shall receive as

sick leave benefits, in addition to the weekly compensation provided by the New York Worker' Compensation Act, the difference between his/her base pay and weekly compensation.

- C. No days shall be deducted from the employee's eligible sick leave for such injury.
- D. Days shall be deducted from the employee's sick leave beginning with the date due to return according to the recommendation of the School Medical Examiner.
- E. Employees filing worker's compensation claims must use a physician designated by the District in order to process any claims. Employees shall notify the building administrator of any work-related accident or injury immediately after such incident occurs. All appropriate forms shall be completed prior to the end of the work day. In the case of an accident occurring after hours, such employees must notify their supervisor as soon as practical, and in no event may the supervisor be notified later than the next business day. Should the building administrator be unavailable, the Director of Facilities shall be notified.

4.15 Extra Work

- A. As a general rule, and provided they can perform the job, regular full time employees shall be called upon to perform extra work or overtime work before other employees will be utilized. However, in the case of vacation coverage, leave of absence coverage, or seasonal extra assignments, temporary employees, as needed may be assigned to such work.
- B. There shall be prior approval for any overtime by the Director of School Facilities and Operations and/or the Assistant Superintendent for Business and Management Services.
- C. The Director of School Facilities and Operations shall assign employees to evening and overtime work on an equitable basis.

4.16 Retirement Provision

At retirement, compensation for 50% of accumulated, unused sick days will be added to the final year's salary, provided that the retiree has 101 or more sick days accumulated at the date of retirement. There will be no compensation hereunder, if the retiree has accumulated less than 101 sick days at the time of retirement. If an employee dies before his or her retirement, the compensation that would be due him or her had he or she retired, will be paid to his or her designated beneficiary. If no beneficiary has been designated, the payment will be made to the deceased employee's estate.

4.17 Clothing Allowance

The School District will provide uniform service for all members of this unit. While on duty, all members of this unit will wear the official uniform. Uniforms will be provided by a

service to be selected by the District and will consist of:

- a. All Employees: 5 pants 5 shirts
- b. Custodians and Cleaners 2 jackets
- c. Maintenance and Groundskeepers 1 coat

The District will purchase one (1) pair of steel tip work shoes (including inserts), maximum allowance \$125.00, for each employee annually through a selected vendor. All employees must have their shoes by August 31st of each school year. Employees are to wear steel tip work shoes when they are on duty. No sneakers or shoes without steel toes allowed at all, unless there is an existing medical condition with a doctor's certificate.

4.18 Identification Cards

- A. The Board will provide each employee with an identification card, which will contain a photograph of the individual and the name of their school.
- B. While on duty, all employees shall wear their identification cards so that they are readily and easily visible.

4.19 Grievance Procedure

A. Definitions:

- 1. **"Grievance"** shall mean any claimed violation, disagreement or dispute with respect to the application of the terms of this contract.
- 2. **"Party aggrieved"** shall mean anyone covered by this agreement, or a group thereof having the same grievance as the Westbury Custodial Union.
- 3. **"Immediate Supervisor"** shall mean the individual to whom the employee is directly responsible.
- 4. **"Principal"** shall mean an individual in charge of a particular school building.
- 5. **"Chief Administrator"** shall mean the Superintendent of Schools.
- 6. **"Representative"** shall mean the Union shall designate a representative for the aggrieved party to act on behalf of the party aggrieved throughout the grievance proceeding or at any stage thereof.
- 7. **"Days"** shall mean those days in which the schools of the district are in session.

B. Right to Present Grievances

A party aggrieved shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

C. Right to Representation

1. Any party aggrieved shall have the right to be represented at any stage of the procedure by a representative of their own choice in accordance with Paragraph A of this section.
2. The Union or their representative(s) may be represented at all stages in grievances initiated by the Union.
3. Should a grievance be withdrawn by the aggrieved without the written consent of the Union, the Union will not be bound by such settlement in future grievances under this procedure.

D. Determination of Grievances

Any claimed grievance which would involve the application or interpretation of the terms of this agreement, or would affect the conditions of employment of custodial personnel may be presented and determined in the following manner:

STAGE I

The party aggrieved may, either orally or in writing present their grievance to their immediate supervisor, who shall confer with the party aggrieved, and the party aggrieved's representative, if a selection of a representative is made by the party aggrieved, with a view to arriving at a mutually satisfying resolution of the complaint. The aggrieved party shall notify the Union.

The immediate supervisor shall render their determination to the party aggrieved and their representative, if any, within five (5) school days after the grievance has been presented. Where the grievance has been presented in writing, the decision shall be in writing.

STAGE II

If the immediate supervisor is not the Director of School Facilities and Operations and the grievance is not resolved at Stage I, the party aggrieved personally or by their representative, may make a written request to the Director of School Facilities and Operations within five (5) days after the receipt of the decision of the immediate supervisor. The request for review by the Director of School Facilities and Operations shall be in writing and shall set forth the act or condition and the grounds upon which the grievance is based.

The Director of School Facilities and Operations shall immediately notify the immediate supervisor to submit written statements within five (5) school days setting forth the determinations previously rendered by the immediate supervisor and their reasons therefore.

The Director of School Facilities and Operations shall render his determination within ten (10) days after receipt of the grievance from Stage I.

Stage III

If the grievance is not resolved by the Director of School Facilities and Operations, the party aggrieved, personally or by their representative, may make a written request to the Superintendent of Schools or his designee, within five (5) days after the receipt of the decision. The request for review by the Superintendent of Schools shall be in writing and shall set forth the act or condition and the grounds upon which the grievance is based.

The Superintendent of Schools shall immediately notify the Director of School Facilities and Operations to submit written statements to him within five (5) school days, setting forth the determinations previously rendered and the reasons therefore. The Superintendent of Schools or his designee shall render his determination within ten (10) school days after the statement of the Director of Buildings and Grounds has been received by him. Where the grievance involves the application or interpretation of the terms of this agreement or affects the conditions of employment of those terms of this agreement or affects the conditions of employment of those employees covered by this agreement, the Union shall be notified of the Stage III proceedings by the Superintendent of Schools, be furnished with copies of all communications made and received at this Stage, and shall have the right to submit any evidence or argumentation in writing to the Superintendent of Schools, who shall render a final decision.

Stage IV

The Union must support a grievance, in writing, as a condition precedent to the grievance proceeding to Stage IV.

When a grievance is limited to a dispute involving interpretation, application or alleged breach of this Agreement and the grievant is not satisfied with the decision of the Superintendent, the grievant shall, within ten (10) school days, so notify the Board in writing, stating all grounds upon which his/her dissatisfaction is based. Within thirty (30) school days after receipt of written notice as aforesaid the dispute shall be submitted to an arbitrator for an advisory opinion. The arbitrator shall be selected under the rules and regulations of the American Arbitration Association.

The opinion of the arbitrator shall be advisory in nature, rather than final and binding. The parties agree, however, carefully to consider the opinion in determining the final disposition of the grievance under review. The arbitrator shall not add to, delete, modify or amend any of the provisions of this Agreement and shall limit his/her opinion to the interpretation and application of this contract. The cost of advisory arbitration shall be shared equally by the Board and the Union.

The requirement that grievances and replies be reduced to writing does not mean that meetings will not be held, where necessary, at all stages of the grievance procedure.

Miscellaneous Provisions

1. No decision rendered under these procedures shall be contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or of applicable rules or regulations having the force and effect of law.
2. Nothing contained in this grievance procedure shall be construed to deny to any person or organization the rights under the law of the State of New York, the United States or any regulation of the Commissioner of Education of the State of New York.
3. No aggrieved party may be represented at any stage of the grievance proceeding by any organization or association other than the United Public Service Employees Union Westbury Custodians/Maintenance Unit.
4. No grievance will be entertained as described in this Article, and such grievance will be deemed waived unless a written grievance is forwarded at the first available stage within fifteen (15) days of the act or condition on which the grievance is based. Strict adherence to this time requirement is a condition precedent to arbitration.
5. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred. Strict adherence to this time requirement is a condition precedent to arbitration.

ARTICLE V - SALARIES

5.01 Prior Work Experience

- A. On hiring maintenance personnel, the rate of pay will be subject to negotiation between the parties but within Steps 1 to 7 of the Salary Schedule.
- B. As to custodial staff, credit may be given for one step for each two years of relevant experience, up to a maximum of four (4) steps.

5.02 Salary Schedule

- A. For the period July 1, 2002 through June 30, 2006:

For 2002-2003: Each step of the salary schedule for the 1999-00 school year shall increase by 3.25%.

For 2003-04: Each step of the salary schedule for the 2000-01 school year shall increase by 3.25%.

For 2004-05: Each step of the salary schedule for the 2001-02 school year shall increase by 3.5%.

For 2005-06: Each step of the salary schedule for the 2000-01 school year shall increase by 3.5%.

B. For differentials see Exhibit "A".

5.03 Overtime Pay

- A. Members of the unit who are required to work more than forty (40) hours in any one week will be paid at an overtime rate equal to double their regular hourly rate. Employees must notify the building principal and/or Director of School Facilities and Operations prior to performing overtime work.
- B. Work performed on a contractually recognized holiday shall be paid for at time and one half.
- C. Members of the unit requested to work evenings and legal holidays, will be guaranteed a minimum of four (4) hours work, at time and one half (1 & ½) and double time on Sundays.
- D. Unless excused, employees will work when school is closed due to inclement weather. When closed for the full day, pay for such days worked will be at time and one half (1 & ½).

5.04 Position Differential

- A. Custodial Unit - There shall be a differential allowed in the salary schedule for positions of a supervisory nature and positions having district-wide responsibility as indicated on the salary schedule.
 - 1. High School, Head Custodian II
 - 2. Middle School, Head Custodian
 - 3. Elementary School, Head Custodian
 - 4. Maintenance Staff
 - 5. Maintenance Chief
 - 6. High School, Assistant Head Custodian
 - 7. Middle School, Assistant Head Custodian
- B. Night Shift - There shall be a night shift differential as set forth in the salary schedules attached for regular shifts, starting on or after 2:00 PM (If shift starting time is changed to an earlier time, this will be subject to discussion as to night shift differential).

5.05 Method of Payment

Salary payment for all full time employees will be made on every other Friday. If during the life of this contract, a district-wide change in the method of payment is being planned, the Union will be consulted.

5.06 Head Custodian

- A. Head custodians will be responsible for building checks on days when the school buildings are not otherwise open. The additional compensation for head custodians recognizes this responsibility.
- B. A custodian filling in for a head custodian, as administratively approved, shall be paid a differential as set forth in Exhibit "A" from the first day of such work being performed.

5.07 Performance Evaluation

Effective July 1999, all custodial personnel shall be evaluated pursuant to the Non-Instructional Employees Evaluation Report, annexed hereto and incorporated herein as Exhibit "B".

5.08 Snow Days/Schools Closed

All employees assigned to work on a day when school is closed shall receive time and a half for hours worked in addition to full day's pay. All others receive regular days pay.

ARTICLE VI - FRINGE BENEFITS

6.01 Hospital, Surgical and Major Medical Insurance

- A. All full time employees covered by this contract are eligible to enroll in the district's group health insurance plan.
- B. The Board will provide a health insurance plan with the New York State Employees Insurance Program, including major medical.
- C. Custodial personnel who shall be covered by the said plan, shall be required to pay twenty (20%) percent of the cost of all premiums for the said plan. The Board shall be required to pay no more than eighty (80%) per cent of the cost of the New York State Employees Insurance Program, including major medical.
- D. An employee who is retired or who retires after at least twenty (20) years of service in the Westbury School District shall be entitled to be covered under the said health insurance plan, the full cost thereof to be paid by the Board. The employee may apply for life insurance benefits so long as they are available subject to the approval of the carrier and provided the employee pays the full cost.

6.02 Dental Insurance

- A. The Board will provide a dental plan with benefits at least equal to the benefits of the dental health plan of The Connecticut General Life Insurance Company, a group policy No. 0473499, existing on January 1, 1990.
- B. Custodial personnel who shall be covered by said health plan, shall be required to pay twenty (20%) per cent of the cost of all premiums for the said plan.

6.03 Tax Sheltered Annuities

All full time employees covered in this Agreement shall be eligible to participate in the tax sheltered annuity presently administered by the Equitable Life Assurance Society, and any additional companies authorized by the District.

6.04 Pension Benefits

The Board, on behalf of Civil Service employees, shall participate in the 75-I Retirement Plan.

6.05 Longevity

Upon the completion of continuous years of service, a full-time 12 month employee shall receive a one-time longevity payment in the amount listed below on the onset of their 11th, 16th, 21st, and 26th year of employment. These payments shall not be included in the employee's salary.

10 Years	\$1,100.00
15 Years	\$1,375.00
20 Years	\$1,650.00
25 Years	\$2,200.00

A period of "no pay" status of less than one year shall not be considered a break in service for purposes of longevity.

6.06 Health Insurance Waiver

Any member who participated in the district's health plan in the current or the previous school year, who shall elect to waive his or her health insurance shall be compensated at the rate of fifty (50) percent of the individual premium in effect on July 1st of the year in which the insurance is waived. This option shall be presented through June 30, 2002.

Unit members who wish to re-enter the plan or who lose coverage from the other sources shall be entitled to re-enter the health plan. Re-entry to the health plan shall be permitted as designated by the plan provisions.

ARTICLE VII - MISCELLANEOUS PROVISIONS

7.01 Duration of Contracts

This agreement shall become effective on July 1, 2002, and shall continue in full force and effect through June 30, 2006, and negotiations relating to this contract shall not be reopened during this period except as hereinafter provided.

7.02 Amendment of Contract

This agreement may not be modified, changed or amended, either in whole or in part, except

by an instrument in writing duly executed by both the Board and the Union, and no departure from any provisions, or terms of this agreement, by either party, or by their respective officers, agents or representatives, or by individual members of the Board or the Association, shall be construed to constitute a waiver of any of the provisions hereof, or the right to enforce any such provision.

7.03 Distribution of Contract

Copies of this agreement shall be duplicated, at the expense of the Board of Education and distributed to all custodial personnel now employed or hereafter employed by the Board.

7.04 Replacement Provision

This agreement shall supersede any Board policy, by-law, administrative rule or regulation or practice which shall be contrary or inconsistent therewith. The terms contained in any individual agreement heretofore in effect, which may be contrary or inconsistent, shall not prevail. Any contract hereafter made with individual employees shall be made expressly subject to the terms of this agreement.

7.05 Policy

The Board agrees to enact all necessary policy and cause to be promulgated all necessary administration regulations required to give effect to the terms of this agreement.

7.06 Negotiations

On or after September 30, 2005, either party may notify the other, in writing, that negotiations are required for the agreement to succeed this agreement. The notice shall set forth the items upon which negotiations are required. Within five (5) days after delivery of said notice, the other party may submit to the first party, in writing, those items upon which that party seek negotiations. Negotiation meetings between the parties shall commence within ten (10) days thereafter.

7.07 Provisions Contrary to Law

If any provisions of this agreement or any application of any provision of this agreement to any employee or group of employees shall be found contrary to law, by any court of competent jurisdiction whose decision shall not have been appealed within the time permitted for said appeal, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law but all other provisions or application of the agreement shall continue in full force and effect.

7.08 Compliance with Article XIV, Section 204-A, of the Civil Service Law (Taylor Law)

"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 THAT ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL".

7.09 Eligibility for Appointment

When an employee successfully passes a Nassau County competitive test, he/she will be eligible for an appointment to that title, provided he/she can do the job and there is a vacancy at that time.

7.10 New Benefits

Any new category of benefits provided by contract to any other bargaining unit during the life of this contract will be provided to the members of the UPSEU-Custodial/Maintenance Union, i.e., Optical Plan or Long Term Disability.

7.11 Board Rights

This contract does not limit the responsibility and authority of the Board except as expressly limited herein by specific provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

DISTRICT

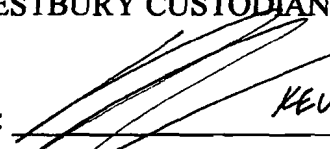
SUPERINTENDENT OF SCHOOLS
WESTBURY UNION FREE SCHOOL DISTRICT

By: Constance R. Clark

Date: 2-21-03

RATIFIED:

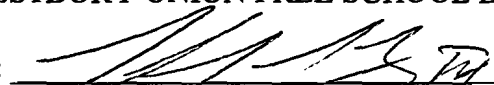
UNITED PUBLIC SERVICE EMPLOYEES UNION
WESTBURY CUSTODIAN/MAINTENANCE UNIT

By:  KEVIN E. BOYLE JR., PRESIDENT

Date: 2/21/03

APPROVAL:

THE BOARD OF EDUCATION OF
WESTBURY UNION FREE SCHOOL DISTRICT

By: 

Date: 3/17/03

Westbury Union free School District
Custodian Salary Schedule
July 1, 2002 to June 30, 2006

2001-2002 (2000-2001 + 3.00%)		Step	2002-2003 (2001-2002 + 3.25%)		2003-2004 (2002-2003 + 3.25%)		2004-2005 (2003-2004 + 3.5%)		2005-2006 (2004-2005 + 3.5%)	
Cleaners	Custodians		Cleaners	Custodians	Cleaners	Custodians	Cleaners	Custodians	Cleaners	Custodians
31,545	34,067	1	32,571	35,174	33,630	36,317	34,807	37,588	36,025	38,904
32,550	35,156	2	33,609	36,299	34,701	37,479	35,916	38,791	37,173	40,149
33,554	36,238	3	34,645	37,416	35,771	38,632	37,023	39,984	38,319	41,383
34,567	37,332	4	35,691	38,545	36,851	39,798	38,141	41,191	39,476	42,633
35,571	38,415	5	36,728	39,663	37,922	40,952	39,249	42,385	40,623	43,868
36,579	39,506	6	37,769	40,790	38,996	42,116	40,361	43,590	41,774	45,116
37,545	40,545	7	38,766	41,863	40,026	43,224	41,427	44,737	42,877	46,303
37,824	40,852	8	39,054	42,180	40,323	43,551	41,734	45,075	43,195	46,653
38,105	41,153	9	39,344	42,490	40,623	43,871	42,045	45,406	43,517	46,995
38,309	41,365	10	39,555	42,709	40,841	44,097	42,270	45,640	43,749	47,237
38,513	41,577	12	39,766	42,928	41,058	44,323	42,495	45,874	43,982	47,480
38,862	41,963	14	40,126	43,327	41,430	44,735	42,880	46,301	44,381	47,922
39,210	42,348	15	40,485	43,724	41,801	45,145	43,264	46,725	44,778	48,360
39,565	42,732	17	40,852	44,121	42,180	45,555	43,656	47,149	45,184	48,799
39,919	43,115	18	41,217	44,516	42,557	45,963	44,046	47,572	45,588	49,237
40,494	43,734	21	41,811	45,155	43,170	46,623	44,681	48,255	46,245	49,944
41,790	45,134	25	43,149	46,601	44,551	48,116	46,110	49,800	47,724	51,543
42,626	46,036	29	44,012	47,532	45,442	49,077	47,032	50,795	48,678	52,573
44,155	47,691	31	45,591	49,241	47,073	50,841	48,721	52,620	50,426	54,462

EXHIBIT A

Westbury Union free School District
 Position Differentials
 July 1, 2002 to June 30, 2006

	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
Head Custodian II - High School	10,175	10,506	10,874	11,255
Head Custodian I - Middle School	8,764	9,049	9,366	9,694
Maintenance Supervisor I	8,764	9,049	9,366	9,694
Head Custodian I - Elementary	4,129	4,263	4,412	4,566
Maintainer	4,129	4,263	4,412	4,566
Groundskeeper	3,837	3,962	4,101	4,245
Assistant Head Custodian	3,837	3,962	4,101	4,245
Night Shift	1,558	1,609	1,665	1,723
Supervisory fill in, (1/52 times position differential)	\$12.08 per diem	\$12.47 per diem	\$12.91 per diem	\$13.36 per diem