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Union: **United Public Service Employees Union Custodial, Grounds, Maintenance & Transportation Unit**

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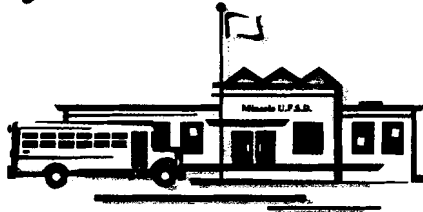
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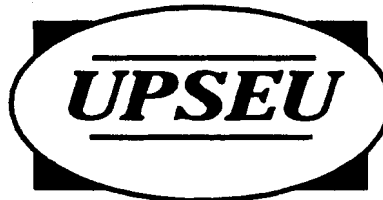
COLLECTIVE BARGAINING AGREEMENT

By and Between



MINEOLA UNION FREE SCHOOL DISTRICT

and the



**UNITED PUBLIC SERVICE
EMPLOYEES UNION**

**CUSTODIAL, GROUNDS, MAINTENANCE
& TRANSPORTATION UNIT**

RECEIVED

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July 1, 2003 - June 30, 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I AGREEMENT

This agreement effective as of the 1st day of July 2003, by and between the Superintendent of Schools, acting on behalf of the Board of Education of the Mineola UFSD, Town of North Hempstead, New York, Mineola Public Schools, (hereinafter referred to as the "District") and the United Public Service Employees Union (hereinafter referred to as the "Union").

ARTICLE II PHILOSOPHY

The District and the Union believe the primary function of the Board and the staff is to assure each student attending the Mineola Public Schools the highest level of educational opportunities. The District and the Union believe that the goals of educational programs are realized to the highest degree when mutual understanding, cooperation and effective communications exist between the Board and the total staff.

ARTICLE III RECOGNITION

By virtue of satisfactory evidence submitted to the District that this Union represents a majority of the Custodial and Transportation Staff of the District, the District hereby recognizes the Union as the official negotiating agent.

The Custodial and Transportation staff consists of full-time and part-time Custodians, Maintainers, Bus Drivers, Bus Driver/Mechanics, Mechanics, and Maintenance, Dispatchers, Cleaner-Attendants, and Cleaners, in the Mineola Union Free School District.

ARTICLE IV AUTHORITY & SCOPE

- A. It is recognized that the best performance is given by employees who are satisfied with the conditions under which their services are rendered.
- B. It is further recognized that employees have the right to join or not to join the Union, and that membership shall not be a prerequisite for employment or a continuation of employment.
- C. The legal rights inherent in the rulings of the Civil Service Commission are in no way abridged by this Agreement.
- D. The Superintendent and the Union affirm that all agreements reached shall apply equally to all employees in positions listed in Article III whether or not they are members of the Union.
- E. It is agreed that no previous benefits granted the custodial employees will be changed in the course of negotiations, except by mutual agreement.

ARTICLE V PRINCIPLES

Both parties acknowledge that the purposes of the Agreement are best served by their mutual participation in determining solutions and that all elements covered by this agreement are ultimate subjects for mutual agreement. Both parties also agree and accept:

- A. That the Board of Education is charged in law with the responsibility for the ultimate policy decisions affecting the school system.
- B. That it is not the intent of either party that agreements reached can be construed to supersede or replace the authority and responsibility of the Superintendent of Schools, the Building Principal, or any other administrative or supervisory officer; further both agree that established administrative channels and procedures will be followed, except as modified or relinquished in this or subsequent documents.
- C. That the policies, rules and regulations are recognized and accepted for the operation of the School District and, as with any set of governing policies, are subject to continuous review, evaluation and change, provided they are not inconsistent with this Agreement.
- D. That the Board will make no policy covered under the scope of the Agreement affecting the Union; except by due process of negotiation and grievance.
 - 1. Negotiation - shall be between the Superintendent and/or his representatives and the Union and/or its representatives, involving matters of policy relating to, but not limited to, compensation, attendance requirements (including the school calendar), leave and vacation benefits and all fringe, salary and employee benefits.
 - 2. Grievance procedures are an established pattern of seeking redress of claimed violations or misinterpretation of existing laws, rules, procedures, regulations, existing orders, work rules or existing by-laws.

ARTICLE VI NEGOTIATION PROCEDURES

- A. **Negotiating Terms:**
The Superintendent shall designate representatives to meet with elected representatives of the Union, or person or persons designated by it, for the purpose of discussion and reaching a mutually satisfactory agreement.
- B. **Opening Negotiations:**
Upon the request of either party, a meeting date shall be set, not more than fifteen (15) calendar days following such request and thereafter at mutually convenient times and as frequently as required.
All issues proposed for negotiation by the Union shall be submitted in writing to the Superintendent or his representatives at the first meeting. The District shall in turn submit its proposals to the representative of the Union no later than the next meeting following.

C. **Conduct of Negotiation Procedures:**

Designated representatives shall meet at a mutually agreed time and place for the purpose of exchanging facts, information, proposals and counter proposals in an effort to reach a mutual understanding and agreement. Both parties agree to deal openly and fairly with each other and in good faith on all negotiations matters. Additional meetings will be held as necessary until agreement has been reached on all negotiation items.

The substance of all meetings shall be private and confidential. All proceedings shall be confidential, except that both parties agree to the issuance of joint statements of progress and both parties are at liberty to discuss matters under consideration with their respective memberships.

D. **Agreement:**

When agreement has been reached covering all areas under negotiation, the agreement shall be reduced to writing and submitted to the Board of Education and Union for approval.

E. **Resolving Differences:**

If agreement cannot be reached after full consideration of all proposals and counter proposals, either party may request the New York State Public Employment Relations Board to assist in reaching agreement, according to Article XIV, Section 209, of the Taylor Law.

ARTICLE VII COMPENSATION

1. **SALARY SCHEDULES:**

A. For the 2003-2004 year, members of the custodial staff will be compensated according to Appendix A-1; members of the transportation staff will be compensated according to the schedule as shown on Appendix A-2. The said Appendices are annexed hereto and made a part hereof, and reflect an increase of 3.25% over the rates scheduled for the school year 2002-2003.

B. For the 2004-2005 contract year, members of the custodial staff will be compensated according to the schedule to be created as Appendix A-3; members of the transportation staff will be compensated according to the schedule as shown on Appendix A-4. The said Appendices are annexed hereto and made a part hereof, and reflect an increase of 3.25% over the rates scheduled for the school year 2003-2004.

C. For the 2005-2006 contract year, members of the custodial staff will be compensated according to the schedule as shown on Appendix A-5; members of the transportation staff will be compensated according to the schedule as shown on Appendix A-6. The said appendices are annexed hereto and made a part hereof and will reflect an increase of 3.25% over the rates scheduled for the school year 2004-2005.

D. In addition to the salary schedules listed in Appendices A-1 through A-8, the individuals holding the position of Head Custodian 1, 2 and 3 shall be entitled to an additional annual stipend as follows:

Head Custodian 1:	\$ 500.00
Head Custodian 2:	\$2,000.00
Head Custodian 3:	\$2,500.00

- E. Definition of full-time and part-time employees for purposes of all benefits attendant there to.

The definition of a “full-time employee” and a “part-time employee” and all related benefits shall be defined in accordance with Nassau County Civil Service Rules and Regulations unless the District provides a standard more advantageous to the unit members. Specifically, a “full-time employee” shall refer to an employee who works twenty-five (25) hours in a work week and said employee shall be entitled to all benefits provided to “full-time employees” without apportionment.

Part-time employment shall mean any employment in one or more position(s) in a Civil Service Division in which an individual works less than fifty percent (50%) of the time prescribed as a normal work week by the District or wherein the employee earns not more than six thousand dollars (\$6,000.00) annually.

- F. ESTABLISHMENT OF WORK HOURS (SHIFTS)

Prior to the commencement of the school fiscal year (July 1st) the District shall assign employees to fixed shift schedules which shall remain in place until the end of the school fiscal year (June 30th) whenever possible.

- 2. A. Employees who are on Steps 1 and 2 of the 10-month bus driver salary schedule and who transfer to a 12-month bus driver position shall be paid on Step 1 of the 12-month bus driver salary schedule.

Employees who are Steps 3, 4, and 5 of the 10-month bus driver salary schedule and who transfer to a 12-month bus driver position shall be paid on Step 2 of the 12-month bus driver salary schedule.

Employees who are on Steps 6, 7, 8, 9 and 10 of the 10-month bus driver salary schedule and who transfer to a 12-month bus driver position shall be paid on Step 3 of the 12-month bus driver salary schedule.

Employees who are on Step 11 of the 10-month bus driver salary schedule and who transfer to a 12-month bus driver position shall be paid on Step 4 of the 12-month bus driver salary schedule.

In the event a 10-month bus driver transfers to a 12-month bus driver position the number of accrued sick days shall be transferred with the 10-month employee, but vacation entitlement shall be earned anew.

- B. Longevity:

To qualify for longevity increments on the aforesaid scales, service claimed must have been rendered entirely in the Mineola UFSD with no credit for prior experience allowed for out-of-district service.

- C. Differential for night service:
Full-time employees who are regularly assigned to shifts commencing at or after 12:00 noon will be paid a differential of six percent (6%) above the basic salary scale.
- D. Grade Differential:
When properly certified by principal and business manager, a custodial employee who is assigned to carry out responsibilities of a position above his grade will be compensated on a per diem basis at the rate of the position which he is temporarily filling at his equivalent step on the scale.
- E. Health and Dental Insurance:
Full-time Custodial and Transportation employees shall be provided with a health insurance program and a dental insurance program, equal to that provided in the agreement with the Mineola Teacher Association, with the same employee contributions to the plan as that provided for the teachers. Part-time employees shall have the option of purchasing health insurance coverage at the employee's expense, if the insurance carrier permits such purchase.
- F. Health and Dental Insurance Opt-Out:
All eligible employees receiving health and dental insurance coverage pursuant to subsection E above may volunteer to opt out of the district's insurance program. Individuals opting-out of the program shall receive an annual payment of \$500.00 and those employees participating in family coverage shall receive an annual payment of \$1,000.00. Employees who opt-out of the health insurance program may elect to re-enroll prior to the commencement of the following school year (July 1st for 12 month employees; September 1st for 10 month employees).

3. OVERTIME:

- A. Any employee required by the appropriate supervisor to work more than 8 hours in any day shall be compensated for such overtime at 1 ½ times his hourly rate of pay to the extent that such work increases the employee's total payroll hours beyond 40 in a week when such additional hours were worked.
- B. Seniority lists shall be established for each classification within the unit and shall be updated annually as of July 1st. These lists shall be used when employees bid on overtime work. Overtime shall be assigned on a rotating basis, based upon the seniority list. Overtime shall be paid at time and one-half (1.5) the employees hourly rate of pay. Work performed on Saturdays shall be paid at the rate of time and one-half (1.5) and work performed on Sundays and Holidays shall be compensated at two (2) times the hourly rate of pay. This shall apply to Monday through Friday shifts.

For District wide overtime, overtime eligibility lists shall be posted in the Maintenance Grounds Office. If the available overtime is specific to a particular building, preference shall be given to individuals assigned to the specific building where the overtime is available.

- C. Seniority shall determine preference for vacation and other leaves.

- D. Any employee, required to work on Sunday or a legal holiday, shall receive for each hour of such work, compensation (in addition to his scheduled pay) at the rate of 50% of his scheduled hourly rates; if he previously worked 40 hours in that week, he shall be paid for such Sunday or Holiday at the rate of two times his scheduled hourly rate.

For the purpose of this regulation, the following shall be deemed legal holidays provided school shall not be in session: New Year's Day, President's Day, Holy Thursday, Good Friday, Memorial Day, Independence Day, Labor Day, Yom Kippur, Rosh Hashanah, Columbus Day, Veteran's Day, Thanksgiving Day and the day following, Martin Luther King Day, December 24th, Christmas Day, and New Year's Eve. If any such holiday shall fall on a Sunday, the day following shall be deemed a legal holiday. If any of the listed holidays should occur on a day when school is in session, then an alternate day off prior to September 1, will be designated by the Superintendent.

- D. If any employee shall be required to work on Saturday, he shall receive 50% of his scheduled hourly rate in addition to his scheduled pay, if he shall have previously worked 40 hours that week.
- E. A "week" for the purposes of this regulation shall begin on Monday and end on Sunday.
- F. When employees are called into work when the building is closed or transportation canceled for a snow day such employees will be paid time and a half for such days worked.
- G. When employees are called into work overtime hours under emergency or unique circumstances each employee shall be entitled to receive compensation at a minimum of 2 hours at the overtime rate of pay.

ARTICLE VIII NON-ATTENDANCE

1. Custodians/Transportation employees shall be entitled to full salary for non-attendance in the amounts for, and resulting from, causes listed below: Custodians/Transportation employees shall notify their supervisor at a telephone number supplied by the District of intended absence at latest within one hour of starting time on the day said absence commences.

- A. Absence up to or including five (5) days per year due to death of a member of the family "family includes a parent, step-parent, child, step-child, brother, sister, grandparent, grandchild, husband, wife, parent of a husband, parent of a wife, brother-in-law, sister-in-law, niece, nephew, aunt or uncle. The relationship of the deceased to the applicant shown, with the date of death on a claim for allowable payment.

Additional leave time for additional deaths may be granted if specifically approved by the Board.

- B. Absence on account of compliance with quarantine regulations of a public health officer or of a department of health, provided a certificate shall have been secured from a public health officer or a department of health showing the duration of periods of quarantine, with the initial and terminal date.
- C. Absence of not more than five single days in any school year for observance of religious holidays will be allowed. Religious holidays as herein used shall be those established by the commissioner of Education as days for religious observance on which pupils may be excused upon the written request of the parent or guardian.
- D. Absence from duty due to serious illness or disability of husband, wife, parent, or child (or relative residing in the personal household).
- E. Personal illness or disability as provided in administrative regulations.

2. The number of days non-attendance for reasons listed under (1) of the Article shall inure and accrue to the employees included as follows:

a.	Annual Number of Days -	<u>Years in System</u>	<u>Days</u>
		1 - 3	15
		Beyond 3	20

For employees hired after January 23, 1989, 10 Days' sick leave shall be allowed for employees who have completed between 1 and 5 years; 15 days' sick leave shall be allowed for employees who have completed more than 5 years.

- b. Rate of Accrual -
All unclaimed annual days shall be added to the annual number of days applicable to the succeeding year.
 - c. Total Annual Days -
The total annual days shall be the number of unclaimed annual days, plus the number of annual days, not to exceed 165 days.
 - d. Any other provision notwithstanding, an employee who has completed fifteen (15) years of continuous employment within the District on or before June 30, 1976, shall be guaranteed 183 annual days. Likewise those who have accumulated in excess of 150 days up to the maximum of 183 sick days as of June 3, 1976, shall be held harmless with regard hereto.
3. For urgent business reasons, within the guidelines established by the Superintendent, two days' non-attendance with full salary, approved in advance in writing, by the designated administrator shall be permitted.
4. Non-attendance for jury duty shall be at full pay. Any remuneration resulting therefrom shall inure to the District except that allowance for travel and meals shall go to the employee. The notice to appear shall be presented to the building principle as soon as possible after receipt by the employee. Said notice and a certification of the number of days served - countersigned by a clerk of the court served - shall be filed with the claim for payment.

5. Unauthorized non-attendance shall result in loss of pay in an amount per diem calculated in accordance with the following formula, and such other action under the law as may be deemed appropriate by the Superintendent of Schools:

(Annual Salary Rate / 260 days)

6. If within one school year, a unit member is absent for a total of four Mondays and/or Fridays taken individually, said unit member shall be docked one day's pay.

7. Claims for Payment for Non-Attendance:

- a. A claim for allowable payments must be filed with the Superintendent of Schools on forms provided for that purpose.

- b. Claims for non-attendance due to personal illness or disability under 1-F of this Article of more than two consecutive days, must be accompanied by a certificate of a physician, dentist, or podiatrist duly licensed to practice medicine in the State of New York, in the State where the illness occurred, or in the State where the applicant resides. Such certificates must be completed as prescribed by the Board.

In cases of protracted illness, after three calendar weeks a physician's certificate shall be required and then repeated each two calendar weeks thereafter. In such cases, and in cases of contagious diseases, a physician's certification of fitness must be supplied to the Superintendent of Schools upon return to duty.

In addition, claims under 1-F of this Article shall also be accompanied by such certificate when such claims are for more than two consecutive days following seven or more separate absences due to illness in any one school year.

- c. Claims for non-attendance due to personal illness may be denied by the Board if the school physician, upon consultation with the personal physician of the employee, certifies that the absence is not justifiable.

- d. All claims filed must be certified as accurate by the building principal.

8. The Board may, when it deems it in the best interest of the school, district, grant additional leave for extended illness.

The Board may approve additional leave for recuperation at the request of either the employee or the Board.

ARTICLE IX SCHOOL CALENDAR

Prior to the commencement of the school fiscal year (July 1st) the District shall assign employees to fixed shift schedules which shall remain in place until the end of the school fiscal year (June 30th) whenever possible.

ARTICLE X VACATIONS

- a. Vacations, in addition to the legal holidays, will be granted according to the schedule which follows:

More than 1, to 4 full years of service - 2 weeks
More than 4, to 13 full years of service - 3 weeks
More than 13 full years of service - 4 weeks

For employees hired after July 21, 1992 and who have completed between 1 and 5 years, 10 days' vacation shall be earned; for employees who have completed more than 5 years and through 13 years, 3 weeks' vacation shall be earned, for employees who have completed more than 13 years, 4 weeks' vacation shall be earned.

- b. Vacations may be taken at any time during the school year upon approval of the building principal when school is in session, and the business manager at other times, provided a thirty (30) day notice is given first. It shall be the policy of the District to approve such vacations at times when replacements need not be employed. Exceptions may be made in unusual circumstances. Preference will be given on a seniority basis.

ARTICLE XI GRIEVANCE PROCEDURES

1. Definition of Terms

- a. The term "grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing orders, work rules or by-laws of the District.
- b. The term "employees representative" shall mean the agent selected by the employee, or by a group of employees in the case of a group grievance, to act in his or their behalf in the processing of a grievance.
- c. The term "appeal" shall mean the process or procedure by which the employee or his representative presents to the District Grievance Committee a grievance which the Superintendent of Schools has reviewed.
- d. The term "school days" shall mean working days. These would be days on which the staff as a whole is expected to report for work; or during the summer months when an employee is employed by the district as part of his regular appointment, as in the case of eleven and twelve month non-professional employees; or when an individual is employed for a special project, the term "school days" shall mean regular working days.
- e. The term "Disciplinary Action" shall be required to be commenced within thirty (30) days from the date the violation is discovered or should have been discovered upon cause and after reasonable investigation, whenever possible.
- f. A hearing shall be held and a determination as to guilt or innocence of the charge or charges shall be made within thirty (30) days after the hearing is closed, unless the employee consents to a longer period of time, whenever possible.
-

2. Grievance Committee

- a. There shall be one grievance committee as follows:

NON-PROFESSIONAL GRIEVANCE COMMITTEE - to be composed of:

a member each, selected by and from each respective non-professional group negotiating unit within the district; one additional member to be selected by the aforesaid members, from among the non-professional staff who shall be chairman; and one further member to be selected by the Superintendent of Schools. Such committee shall entertain grievances from members of the non-professional staff.

- b. The term of office of each position on the committee shall be for two years expiring June 30 in each odd numbered year next following such appointment.
- c. The grievance committee shall meet from time - to - time as necessary upon call of the chairman.
- d. Any recommendation of the grievance committee shall require the approval of at least a majority of its total membership.
- e. If a member of the grievance committee has a grievance himself, he shall be replaced pro tem, by the same authority responsible for placing him there in the first instance.

3. Procedures

- a. The first stage shall consist of the employee or his representative's presentation of his grievance to his immediate supervisor who shall, to the extent necessary or appropriate, consult with and must permit the employee or his representative to consult with any of his higher ranking supervisors. The discussion and resolution of grievance in the first stage shall be on an oral or written basis, at the employee or his representative's request. Group grievances should be presented in the first instance to the lowest ranking supervisor common to all employees in the group.
- b. If a grievance is not satisfactorily settled at a lower stage, the employee or his representative may request a review of the determination of the immediate supervisor by the Superintendent of Schools. In such cases, the specific nature of the grievance and the facts relating thereto shall be reduced to writing jointly or separately by the employee and the appropriate supervisor. The written review by the Superintendent shall be sent to both the employee or his representative, if any, and to the Supervisor.
- c. If the employee or supervisor is not satisfied with the review of the Superintendent, he may appeal from the determination of the Superintendent to the District Grievance Committee. The grievance committee, on the request of the employees, shall hold an informal hearing at which the employee and his representatives may appeal and present oral statements or arguments, in addition to the written statements of the grievance as presented by the aggrieved and the immediate supervisor. An official copy of the Superintendent's written review and determination should be made available to the committee as should all available services of the District, to facilitate its work. The committee shall advise and make a recommendation to the Board, copies of which shall go to the employee or his representative, if any, to the immediate supervisor, to the Superintendent of Schools.

- d. The aggrieved, upon his request, shall have the right to a hearing before the entire Board of Education. The decision shall be made by the Board, copies of which shall be sent to the Superintendent of Schools, the grievance committee, the aggrieved or his representative and to the appropriate supervisor.
- e. The foregoing procedures do not in any way negate the right of the aggrieved to take his grievance to the Commissioner of Education and/or the civil courts.

4. Time Limitations

- a. At the first procedural stage, the responsible supervisor shall be required to report his decision to the aggrieved employee or his representative within five school days of the date of initial presentation.
- b. Should the employee wish the supervisor's decision to be reviewed by the Superintendent of Schools, he - or his representative - shall be required to request such review within five school days following the receipt of the supervisor's decision. In such event, the employee will notify the appropriate supervisor of his intent.
- c. Both parties, the aggrieved and the appropriate supervisor, shall be required to reduce the facts to writing and forward them to the Superintendent of Schools within five school days following the notification of the request for a review.
- d. The Superintendent of Schools shall be required to review said facts and render a decision within five school days following receipt of the information.
- e. The grievance committee, upon receipt of an appeal by the aggrieved or his representative from the Superintendent's decision, shall be required to formulate and forward its recommendation to the Board within ten (10) school days.
- f. The Board of Education shall render its decision within 20 school days of the receipt of the recommendation of the grievance committee.
- g. Referral of a grievance to the next procedural stage shall be automatic in the event of the failure of a supervisor to communicate a decision within the specified time limits.

5. Regulations Governing Hearings

- a. The aggrieved and/or his representative and the appropriate supervisor shall be given at least 48 hours notice of the date of a hearing, which shall be held no later than 9:00 p.m.
- b. Hearings must be held before the entire Grievance Committee and/or Board of Education.

6. Provisions for Keeping Records

Confidential records shall be kept by the grievance committee in the safe deposit box in the Superintendent's office. Access to this box should be readily available to grievance committee members only.

ARTICLE XII JOB SECURITY

In the event of the elimination of positions, the District will comply with the provisions of the NY Civil Service Law with respect to seniority.

ARTICLE XIII DUES DEDUCTIONS

Upon presentation to the Board of Education, dues deduction authorization cards, in due form, signed by individual employees and until withdrawn in writing, Union dues shall be deducted proportionately from the pay checks of said employees and paid over to the Union, 3555 Veterans Memorial Highway, Suite H, Ronkonkoma, New York 11779, in accordance with the form annexed to this Agreement.

Any member of the unit who elects not to be a member of the Union shall pay an agency fee to the Union. The amount of such fee shall be determined by the Union in accordance with state law, but shall not exceed the normal dues of the Union. Such fee shall be certified to the District for payroll deduction, but the Union specifically agrees to save the District harmless against any claims by employees or others in carrying out the deduction of such fees for the Union or for any costs arising from defense against such claims.

ARTICLE XIV MISCELLANEOUS PROVISIONS

1. The anniversary date of each employee shall be July 1st in each year. The first anniversary date for newly-hired employees shall be the next succeeding July 1st after having been so employed by the District for more than six months just preceding.

For the purposes of this paragraph, those employed six months or less as of July 1st in any year shall, on their July 1st anniversary date as herein defined, be entitled to an additional lump sum payment equal to the ratio of the number of months (employed during the first school year of employment) over twelve months, times the amount of the annual increment due on the said first anniversary date.

2. A person whose services (attendance, conduct and/or quality of work) are unsatisfactory may, at the Board's discretion, be placed at any step or steps below his regular step. However, no salary shall be so decreased until sixty days after such employee has been notified in writing by the Superintendent of Schools that his services have been unsatisfactory and then only if his services shall continue to be unsatisfactory during such period.
3. Ten or eleven-month employees shall receive 10/12 or 11/12, as the case may be, of the annual salary which such employees would receive under the above schedule if employed on a twelve-month basis.
4. The night head custodian at the high school shall be compensated according to the head custodial 1 scale.

5. Where an employee is promoted to another position, he shall retain the same step placement on the salary scale for the new position.

6. RETIREMENT INCENTIVE

Upon retirement or vesting for retirement rights from the school district under New York State Employees Retirement System, the employee will be reimbursed at the rate of 40% of unclaimed annual days as described in Article VIII.

7. INSURANCE and REFUNDS

All eligible full and part-time employees will be provided with Long Term Disability Insurance and shall be included in the District's Long Term Disability Care Program. In addition, employees shall be given booklets and revised riders, periodically, setting forth the benefits of the program.

The District shall purchase Life Insurance to provide a policy benefit of \$20,000 for all eligible full and part-time employees.

8. AVAILABILITY OF INFORMATION

(a) All unit members shall have the right to inspect all documents contained in his/her personnel file.

(b) The District will provide to each employee in the bargaining unit written notice by October 30 regarding their respective accrued days and their step placement for that particular year.

9. ATTENDANCE OUT OF UNIFORM

If a unit member reports to duty not wearing his/her uniform, after one warning, such unit member shall be sent home and docked one day's pay.

10. LONGEVITY

Longevity payments shall be made in years 15, 20 and 25 in accordance with the following schedule:

- a. Year 15: \$419.00
- b. Year 20: \$838.00
- c. Year 25: \$1,257.00

Longevity for new hires hired after July 1, 2005 shall be:

- Year 20: \$838.00
- Year 25: \$1,257.00

11. EDUCATION INCENTIVE

The District agrees on an educational based salary increase as follows:

For appropriate courses taken pertaining to their field of work the District agrees to compensate full time employees at a rate of \$300.00 per year for every 10 credits accumulated. These courses will be taken outside the regular workday. In addition the District agrees to pay for the tuition costs for the course only if the District has required the employee to take the course.

12. LAYOFF

- A. Civil Service Law and Nassau County Civil Service Rules and Regulations shall apply relating to layoffs resulting from economy, consolidation or abolition of functions, curtailment of activities or otherwise.
- B. Whenever possible the District shall give the Union ten (10) working days advance notice prior to the implementation of any layoff.

13. UNIFORMS

The District shall provide all employees with new uniforms as follows:

Custodial/Cleaners/Maintenance/Grounds Staff

Winter Jacket -	1 every 3 years	
Tee Shirts -		5 per year
Work Pants -		5 per year
Sweatshirts -		1 per year
Boots -		1 per year
Gloves -		1 per year
Hat -		1 per year

Transportation Staff

Winter Jacket -	1 every 3 years	
Shirts (long sleeve) -		2 per year
Shirts (short sleeve) -		2 per year
Work Pants -		3 per year
Sweater -		2 per year

- 14. The District shall have the right to out-source security.
- 15. Union and District to negotiate Evaluation Procedures.

**ARTICLE XV
AMENDMENTS**

This agreement may be amended in writing only on consent and ratification of the District and the Union.

**ARTICLE XVI
LEGISLATIVE APPROVAL**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XVII
ACCEPTANCE AND RATIFICATION**


This agreement shall become effective when ratified by both parties and shall be in full force and effect from July 1, 2003 through June 30, 2006.

**UNITED PUBLIC SERVICE
EMPLOYEES UNION**

**BOARD OF EDUCATION OF
MINEOLA UNION FREE
SCHOOL DISTRICT**

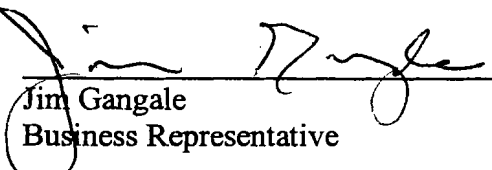
Date: DECEMBER 13, 2005

Date: _____



Kevin E. Boyle, Jr.
President

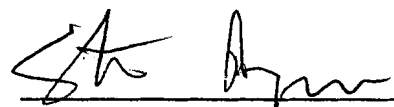
Lorenzo Licopoli
Superintendent of Schools



Jim Gangale
Business Representative

NEGOTIATING TEAM

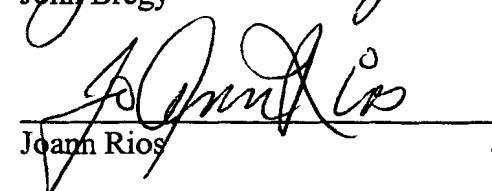
Sandi Graham



Steve Argus



John Bregy



Joann Rios

CUSTODIAL STAFF SALARY SCHEDULE - 2003-2004

Step	Cu/Cl	BldMgr	AstHdCu	HdCu1	Maint	Grnds	HdCu2	HdCu3
1	\$34,303	\$35,307	\$38,694	\$39,732	\$40,474	\$40,474	\$41,209	\$42,689
2	\$35,212	\$36,220	\$39,661	\$40,783	\$41,556	\$41,556	\$42,689	\$43,819
3	\$36,121	\$37,129	\$40,625	\$41,828	\$42,642	\$42,642	\$43,390	\$44,960
4	\$37,039	\$38,041	\$41,591	\$42,870	\$43,729	\$43,729	\$44,482	\$46,089
5	\$37,935	\$38,941	\$42,545	\$43,912	\$44,815	\$44,815	\$45,571	\$47,170
6	\$38,841	\$39,850	\$43,511	\$44,960	\$45,901	\$45,901	\$46,663	\$48,367
7	\$39,753	\$40,757	\$44,472	\$46,009	\$46,986	\$46,986	\$47,747	\$49,502
8	\$40,662	\$41,671	\$45,439	\$47,058	\$48,072	\$48,072	\$48,839	\$50,632
9	\$41,575	\$42,582	\$46,407	\$48,088	\$49,158	\$49,158	\$49,936	\$51,779
10	\$43,499	\$44,503	\$48,440	\$50,122	\$50,246	\$50,246	\$52,011	\$53,890
11	\$43,756	\$44,766	\$48,719	\$50,391	\$51,333	\$51,333	\$52,274	\$54,159
12	\$44,850	\$45,883	\$49,937	\$51,651	\$52,616	\$52,616	\$53,583	\$55,512
13	\$45,971	\$47,031	\$51,185	\$52,941	\$53,932	\$53,932	\$54,922	\$56,901
14	\$47,120	\$48,207	\$52,464	\$54,265	\$55,280	\$55,280	\$56,295	\$58,324

LONGEVITY - All Employees

Year	Longevity
15	\$419.00
20	\$838.00
25	\$1,257.00

CUSTODIAL STAFF SALARY SCHEDULE - 2004-2005

Step	Cu/Cl	BldMgr	AstHdCu	HdCu1	Maint	Grnds	HdCu2	HdCu3
1	\$35,418	\$36,455	\$39,952	\$41,023	\$41,789	\$41,789	\$42,548	\$44,076
2	\$36,357	\$37,397	\$40,950	\$42,108	\$42,907	\$42,907	\$44,076	\$45,243
3	\$37,295	\$38,335	\$41,945	\$43,187	\$44,028	\$44,028	\$44,800	\$46,421
4	\$38,243	\$39,278	\$42,943	\$44,264	\$45,151	\$45,151	\$45,928	\$47,587
5	\$39,168	\$40,206	\$43,928	\$45,339	\$46,271	\$46,271	\$47,053	\$48,703
6	\$40,103	\$41,146	\$44,925	\$46,421	\$47,393	\$47,393	\$48,179	\$49,939
7	\$41,045	\$42,082	\$45,917	\$47,505	\$48,513	\$48,513	\$49,299	\$51,111
8	\$41,983	\$43,025	\$46,916	\$48,588	\$49,635	\$49,635	\$50,427	\$52,277
9	\$42,926	\$43,966	\$47,915	\$49,651	\$50,756	\$50,756	\$51,559	\$53,462
10	\$44,913	\$45,949	\$50,014	\$51,751	\$51,879	\$51,879	\$53,702	\$55,642
11	\$45,178	\$46,221	\$50,302	\$52,029	\$53,001	\$53,001	\$53,973	\$55,919
12	\$46,307	\$47,374	\$51,560	\$53,329	\$54,326	\$54,326	\$55,324	\$57,317
13	\$47,465	\$48,560	\$52,849	\$54,662	\$55,684	\$55,684	\$56,707	\$58,750
14	\$48,652	\$49,774	\$54,170	\$56,029	\$57,077	\$57,077	\$58,125	\$60,219

LONGEVITY - All Employees

Year	Longevity
15	\$419.00
20	\$838.00
25	\$1,257.00

CUSTODIAL STAFF SALARY SCHEDULE - 2005-2006

Step	Cu/Cl	BldMgr	AstHdCu	HdCu1	Maint	Grnds	HdCu2	HdCu3
1	\$36,569	\$37,640	\$41,250	\$42,356	\$43,148	\$43,148	\$43,931	\$45,509
2	\$37,538	\$38,613	\$42,281	\$43,477	\$44,301	\$44,301	\$45,509	\$46,714
3	\$38,507	\$39,581	\$43,308	\$44,591	\$45,459	\$45,459	\$46,256	\$47,930
4	\$39,486	\$40,554	\$44,339	\$45,702	\$46,618	\$46,618	\$47,420	\$49,133
5	\$40,441	\$41,513	\$45,356	\$46,813	\$47,775	\$47,775	\$48,582	\$50,286
6	\$41,406	\$42,483	\$46,385	\$47,930	\$48,933	\$48,933	\$49,745	\$51,562
7	\$42,379	\$43,449	\$47,409	\$49,048	\$50,090	\$50,090	\$50,901	\$52,772
8	\$43,348	\$44,423	\$48,441	\$50,167	\$51,248	\$51,248	\$52,065	\$53,976
9	\$44,321	\$45,395	\$49,472	\$51,264	\$52,406	\$52,406	\$53,234	\$55,199
10	\$46,373	\$47,443	\$51,639	\$53,433	\$53,565	\$53,565	\$55,447	\$57,450
11	\$46,647	\$47,723	\$51,937	\$53,720	\$54,724	\$54,724	\$55,727	\$57,736
12	\$47,812	\$48,914	\$53,236	\$55,063	\$56,092	\$56,092	\$57,122	\$59,179
13	\$49,008	\$50,138	\$54,566	\$56,439	\$57,494	\$57,494	\$58,550	\$60,660
14	\$50,233	\$51,392	\$55,930	\$57,850	\$58,932	\$58,932	\$60,014	\$62,177
15	\$50,735	\$51,906	\$56,489	\$58,428	\$59,521	\$59,521	\$60,614	\$62,798
16	\$51,242	\$52,425	\$57,054	\$59,012	\$60,116	\$60,116	\$61,220	\$63,426

LONGEVITY - All Employees

Year	Longevity
15	\$419.00
20	\$838.00
25	\$1,257.00

LONGEVITY - New Hires

20	\$838.00
25	\$1,257.00

TRANSPORTATION STAFF SALARY SCHEDULE - 2003-2004

Step	*5 Hrs	10 mo BusDr	12 mo Bus Dr	Bus/Mech	Asst. Disp	Dispatch	Bus Dr Asst Hd Mech	Hd Mechanic
1	\$18,053	\$28,884	\$37,548	\$38,384	\$38,744	\$39,225	\$41,949	\$45,330
2	\$18,543	\$29,668	\$38,561	\$39,436	\$39,757	\$40,266	\$43,075	\$46,453
3	\$19,023	\$30,436	\$39,565	\$40,483	\$40,761	\$41,310	\$44,201	\$47,580
4	\$19,511	\$31,218	\$40,573	\$41,535	\$41,770	\$42,347	\$45,331	\$48,708
5	\$19,991	\$31,985	\$41,587	\$42,582	\$42,784	\$43,392	\$46,456	\$49,835
6	\$20,481	\$32,769	\$42,597	\$43,634	\$43,792	\$44,437	\$47,581	\$50,961
7	\$20,959	\$33,534	\$43,597	\$44,682	\$44,793	\$45,475	\$48,708	\$52,089
8	\$21,449	\$34,318	\$44,611	\$45,734	\$45,807	\$46,524	\$49,833	\$53,214
9	\$21,928	\$35,084	\$45,621	\$46,786	\$46,819	\$47,561	\$50,959	\$54,342
10	\$22,897	\$36,635	\$47,623	\$47,832	\$48,820	\$49,611	\$52,088	\$55,469
11	\$23,016	\$36,826	\$47,886	\$48,882	\$49,082	\$49,879	\$53,215	\$56,596
12	\$23,592	\$37,747	\$49,083	\$50,103	\$50,310	\$51,125	\$54,547	\$58,012
13	\$24,182	\$38,691	\$50,311	\$51,356	\$51,568	\$52,405	\$55,911	\$59,463
14	\$24,786	\$39,657	\$51,569	\$52,640	\$52,857	\$53,715	\$57,308	\$60,948

LONGEVITY - All Employees

Year	Longevity
15	\$419.00
20	\$838.00
25	\$1,257.00

TRANSPORTATION STAFF SALARY SCHEDULE - 2004-2005

Step	*5 Hrs	10 mo BusDr	12 mo Bus Dr	Bus/Mech	Asst. Disp	Dispatch	Bus Dr Asst Hd Mech	Hd Mechanic
1	\$18,639	\$29,823	\$38,768	\$39,632	\$40,003	\$40,499	\$43,313	\$46,803
2	\$19,145	\$30,632	\$39,814	\$40,718	\$41,050	\$41,575	\$44,475	\$47,963
3	\$19,641	\$31,425	\$40,851	\$41,799	\$42,086	\$42,653	\$45,638	\$49,126
4	\$20,145	\$32,232	\$41,892	\$42,885	\$43,127	\$43,723	\$46,804	\$50,291
5	\$20,640	\$33,024	\$42,939	\$43,966	\$44,174	\$44,802	\$47,966	\$51,454
6	\$21,146	\$33,834	\$43,981	\$45,053	\$45,216	\$45,881	\$49,127	\$52,617
7	\$21,639	\$34,623	\$45,014	\$46,135	\$46,249	\$46,953	\$50,291	\$53,781
8	\$22,146	\$35,434	\$46,061	\$47,220	\$47,296	\$48,036	\$51,452	\$54,943
9	\$22,641	\$36,225	\$47,104	\$48,306	\$48,340	\$49,107	\$52,615	\$56,108
10	\$23,641	\$37,826	\$49,171	\$49,386	\$50,406	\$51,223	\$53,780	\$57,272
11	\$23,764	\$38,023	\$49,443	\$50,470	\$50,677	\$51,500	\$54,945	\$58,436
12	\$24,359	\$38,974	\$50,678	\$51,731	\$51,945	\$52,787	\$56,320	\$59,897
13	\$24,968	\$39,948	\$51,946	\$53,025	\$53,244	\$54,108	\$57,728	\$61,395
14	\$25,591	\$40,946	\$53,245	\$54,351	\$54,575	\$55,461	\$59,170	\$62,929

LONGEVITY - All Employees

Year	Longevity
15	\$419.00
20	\$838.00
25	\$1,257.00

TRANSPORTATION STAFF SALARY SCHEDULE - 2005-2006

Step	*5 Hrs	10 mo BusDr	12 mo Bus Dr	Bus/Mech	Asst. Disp	Dispatch	Bus Dr Asst Hd Mech	Hd Mechanic
1	\$19,245	\$30,792	\$40,028	\$40,920	\$41,303	\$41,816	\$44,720	\$48,324
2	\$19,768	\$31,628	\$41,108	\$42,041	\$42,384	\$42,926	\$45,920	\$49,522
3	\$20,279	\$32,447	\$42,179	\$43,157	\$43,454	\$44,039	\$47,121	\$50,723
4	\$20,800	\$33,280	\$43,253	\$44,279	\$44,529	\$45,144	\$48,325	\$51,926
5	\$21,311	\$34,098	\$44,334	\$45,395	\$45,610	\$46,258	\$49,525	\$53,127
6	\$21,834	\$34,934	\$45,411	\$46,517	\$46,685	\$47,372	\$50,724	\$54,327
7	\$22,343	\$35,749	\$46,477	\$47,634	\$47,752	\$48,479	\$51,926	\$55,529
8	\$22,866	\$36,585	\$47,558	\$48,755	\$48,833	\$49,598	\$53,124	\$56,729
9	\$23,376	\$37,402	\$48,635	\$49,876	\$49,911	\$50,703	\$54,325	\$57,931
10	\$24,409	\$39,055	\$50,769	\$50,991	\$52,045	\$52,888	\$55,528	\$59,133
11	\$24,537	\$39,259	\$51,050	\$52,111	\$52,324	\$53,174	\$56,730	\$60,335
12	\$25,151	\$40,241	\$52,325	\$53,413	\$53,633	\$54,502	\$58,150	\$61,844
13	\$25,779	\$41,247	\$53,634	\$54,748	\$54,975	\$55,866	\$59,604	\$63,391
14	\$26,423	\$42,277	\$54,976	\$56,117	\$56,348	\$57,263	\$61,093	\$64,975
15	\$26,688	\$42,700	\$55,525	\$56,678	\$56,912	\$57,836	\$61,704	\$65,624
16	\$26,954	\$43,127	\$56,081	\$57,245	\$57,481	\$58,414	\$62,321	\$66,280

LONGEVITY - All Employees

Year	Longevity
15	\$419.00
20	\$838.00
25	\$1,257.00

LONGEVITY - New Hire

20	\$838.00
25	\$1,257.00