



**Cornell University**  
**ILR School**

**NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

Title: **Seaford Union Free School District and Custodial-Maintenance-Grounds Unit, United Public Service Employees Union (2004)**

Employer Name: **Seaford Union Free School District**

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

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/08**

PERB ID Number: **6166**

Unit Size: **28**

Number of Pages: **26**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

BC / 6166

# AGREEMENT

*By and Between*

**Seaford Union Free School District**

and the

**United Public Service Employees Union**

3555 Veterans Highway, Suite H  
Ronkonkoma, NY 11779

**Custodial - Maintenance - Grounds**

July 1, 2004 - June 30, 2008

**RECEIVED**

DEC 04 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

16

28

TABLE OF CONTENTS

PREAMBLE .....1

ARTICLE I  
RECOGNITION .....1

ARTICLE II  
RESOLVING DIFFERENCES .....1

ARTICLE III  
DEFINITIONS AS USED IN THIS AGREEMENT .....1

ARTICLE IV  
DUES DEDUCTION .....1

ARTICLE V  
MANAGEMENT RIGHTS .....2

ARTICLE VI  
STRIKES AND LOCKOUTS .....2

ARTICLE VII  
TERMS .....3

ARTICLE VIII  
SHOP STEWARDS .....3

ARTICLE IX  
VISITATION .....3

ARTICLE X  
BULLETIN BOARDS .....3

ARTICLE XI  
UNION MEETINGS .....4

ARTICLE XII  
PRINCIPLES .....4

ARTICLE XIII  
BOARD RESPONSIBILITIES .....4

ARTICLE XIV  
NON DISCRIMINATION .....4

ARTICLE XV  
VACANCIES AND NEW CLASSIFICATIONS .....5

ARTICLE XVI	
SENIORITY.....	5
ARTICLE XVII	
CLASSIFICATION .....	6
ARTICLE XVIII	
RELIEF PERIODS.....	6
ARTICLE XIX	
MISCELLANEOUS .....	6
ARTICLE XX	
UNIFORMS .....	6
ARTICLE XXI	
PERSONNEL FILES .....	7
ARTICLE XXII	
SAFETY .....	7
ARTICLE XXIII	
ASBESTOS.....	8
ARTICLE XXIV	
LEAVES .....	8
ARTICLE XXV	
EXTENDED SICK LEAVE .....	9
ARTICLE XXVI	
HOLIDAYS .....	10
ARTICLE XXVII	
VACATIONS.....	11
ARTICLE XXVIII	
BEREAVEMENT LEAVE.....	11
ARTICLE XXIX	
CHILD CARE LEAVE (MATERNITY).....	11
ARTICLE XXX	
MILITARY SERVICE.....	11
ARTICLE XXXI	
WORKWEEK.....	11
ARTICLE XXXII	
EMERGENCY WORK .....	12

ARTICLE XXXIII	
HEALTH AND WELFARE .....	13
ARTICLE XXXIV	
GRIEVANCE PROCEDURE AND ARBITRATION .....	14
ARTICLE XXXV	
TRANSFERS .....	15
ARTICLE XXXVI	
DISCHARGE AND SUSPENSION .....	15
ARTICLE XXXVII	
ZIPPER CLAUSE .....	16
APPENDIX "A"	
SALARY SCHEDULE .....	17
APPENDIX "B"	
SALARY SCHEDULE .....	18
APPENDIX "C"	
PART-TIME CLEANER .....	19

## PREAMBLE

AGREEMENT made and entered into this <sup>TH</sup> 12 day of May, 2005 by and between the BOARD OF EDUCATION, SEAFORD UNION FREE SCHOOL DISTRICT, Town of Hempstead, Seaford, New York (designated as the "Board") and UNITED PUBLIC SERVICE EMPLOYEES UNION, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779 (designated as the "Union")

## ARTICLE I RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agency, during the implementation of this Agreement for its custodial, maintenance, and grounds employees. In the event of a challenge the Board and the Union will proceed according to the rules and regulations of the Public Employment Relations Board.

## ARTICLE II RESOLVING DIFFERENCES

In the event of a disagreement about the meaning or application of this Agreement, or in the event an agreement is not reached through negotiations, the Board and the Union agree to proceed according to procedures established by the Public Employment Relations Board, Section 209, Subdivision 3, of the Public Employees' Fair Employment Law.

## ARTICLE III DEFINITIONS AS USED IN THIS AGREEMENT

- A. **Board:** Board of Education, Seaford Union Free School District, Seaford, Town of Hempstead, Nassau, New York.
- B. **Union:** United Public Service Employees Union, Ronkonkoma, New York.
- C. **Employees:** Staff in this negotiating unit as certified by PERB consists of custodial, maintenance and grounds employees.
- D. **Legislative Body:** The Board, acting in concert, in its official and public safety.

## ARTICLE IV DUES DEDUCTION

**Section A -** The Board agrees to deduct from the wages of the employees covered by this Agreement, each month, the regular dues for membership as certified in writing by the Union provided that those employees individually execute authorization to make such deductions.

**Section B -** Deductions from an employee's pay shall be in accordance with the date stamped on the Dues Deduction card.

**Section C -** The Union shall indemnify and save the School District harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of, action taken or not taken by the School District for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any provision of such.

**Section D - Agency Fee:**

1. The Board of Education does hereby agree that no later than fifteen (15) days after the effective date of this Agreement or fifteen (15) days after the effective date of employment, whichever is later, each employee will pay the collective bargaining agent each month, a service charge toward the administration of this Agreement and the representation of such employee; provided however, that each employee will have available to him/her membership in the Union on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular and usual monthly dues. The Board of Education shall deduct such fee in the same manner the membership dues are deducted.
2. The Union will comply with all statutory requirements regarding Agency Fee.
3. Agency Fee provision will conform with the statutory requirements of Chapter 667 and 668 of the Civil Service Law and 208 sub. 3 of Article 14 of the Civil Service Law.

**ARTICLE V**  
**MANAGEMENT RIGHTS**

**Section A -** The Union recognizes its responsibility to, at all times, act in good faith in carrying out any and all provisions of this Agreement.

**Section B -** The Union recognizes the right of management to direct and control management policies subject to the obligations of the Agreement. Employees will cooperate with management within the obligations of this Agreement to facilitate an efficient operation.

**ARTICLE VI**  
**STRIKES AND LOCKOUTS**

**Section A -** During the term of this Agreement there shall be no stoppage of work, lockout or strike. In the event of a violation of this provision by any party of this Agreement, the matter shall immediately be submitted to the dispute agency.

**Section B -** Nothing herein shall be construed to limit the power or right of parties to apply for injunctive relief pursuant to the provision of the Public Employment Relations Law.

**ARTICLE VII**  
**TERMS**

**Section A -** This Agreement shall be a four (4) year Agreement to commence as of July 1, 2004.

**Section B -** This Agreement shall expire as of June 30, 2008.

**Section C -** On January 15, 2008, or as soon thereafter as practicable, the Union and the Representatives of the Board shall meet to commence negotiation for a new Agreement.

**ARTICLE VIII**  
**SHOP STEWARDS**

**Section A -** The Union shall have the right to elect Shop Stewards in accordance with the Constitution and By-Laws of the Union.

**Section B -** The shop steward, upon approval by his supervisor, shall be permitted to investigate and process grievances during working hours. He may also provide new employees with union forms.

**Section C -** One Steward may be allowed to attend Union conference or training session one (1) day per year.

**ARTICLE IX**  
**VISITATION**

**Section A -** The Union, through its representatives, shall have the right, at reasonable intervals, to visit the working areas of the schools in the district where employees covered by this Agreement are assigned during the normal working hours of such employees.

**Section B -** The Union shall, prior to visiting the District, notify the Superintendent of Schools, or his designated representative. Normal visiting procedures in school buildings will be observed.

**Section C -** The Union representative shall at all times confine his visits to Union business and at no time interrupt service.

**ARTICLE X**  
**BULLETIN BOARDS**

**Section A -** The Union shall have the right to post notices of its legitimate activities on Union



Bulletin Boards provided by the District adjacent to each time clock or sign-in area.

**Section B -** No communication posted or distributed on school property shall tend to impugn the good name of any person, organization or group.

### ARTICLE XI UNION MEETINGS

The Board shall permit the Union to hold authorized meetings in the schools of the District during non-working hours, upon formal request and approval by the Board of Education, in accordance with established policy as of current date.

### ARTICLE XII PRINCIPLES

**Section A -** This Agreement shall constitute Board Policy for terms and conditions of employment herein stated for the duration of the Agreement or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement is superseded and replaced by this Agreement. The Board agrees not to change any policy not expressly superseded by this Agreement regarding terms and conditions of employment for the employees of this unit without prior notice to and discussion with the Union. Nothing in this Agreement which changes Board Policy, rules or regulations shall operate retroactively unless expressly so stated.

**Section B -** No part of this Agreement shall be construed as to preclude the Board from giving any further benefits to its employees upon prior notification to the Union.

### ARTICLE XIII BOARD RESPONSIBILITIES

The Board and the Union recognize that the Board is the legislative body legally responsible for determining policies covering all aspects of the Seaford Union Free School District. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as may be promulgated by the Civil Service Commission in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities except insofar as is permitted by applicable law.

### ARTICLE XIV NON DISCRIMINATION

There shall be no discrimination against any present or future employee by reason of sex, race, creed, color, national origin or Union membership. In order to comply with all State and Federal laws, it is understood that any gender reference in the contract apply equally to male and female employees.

**ARTICLE XV**  
**VACANCIES AND NEW CLASSIFICATIONS**

**Section A -** All job openings within the bargaining unit shall be posted on a bulletin board provided in a suitable work area location except as prohibited or limited by applicable Civil Service Laws, Rules and Regulations, promotions to fill vacancies will be made from employees with the necessary qualifications and skills. In the event two or more employees have the same qualifications and skills, seniority of employment shall prevail in filling such vacancies.

This Section A shall apply only to unit members employed by the Seaford Union Free School District on May 6, 1999, provided said unit members have not received an unsatisfactory annual evaluation during the four (4) year period prior to the date of their application. This Section A shall not apply to unit members hired after May 6, 1999.

**Section B -** Before new classifications are established, the District shall give notice and discuss same with the Union.

**Section C -** Any employee, properly licensed, shall be afforded the opportunity to accept and perform spraying tasks in the District.

**ARTICLE XVI**  
**SENIORITY**

**Section A -** Seniority of employment shall mean length of continuous service in the School District within the employee's classification. Seniority shall prevail in granting of vacation, transfers or shift changes.

**Section B -** If layoffs become necessary, part-time and probationary employees shall incur a reduction in straight time pay. If, after all part-time and probationary employees have been laid off and other reductions in work force are necessary, the Employer shall lay off in accordance with the principles of seniority, provided the retained employee can efficiently perform the required work as determined by management. For the purposes of reduction in force, seniority shall be classification-wide, provided no employee shall have less seniority in classification in which he was originally hired than his total District-wide seniority.

**Section C -** When recalls occur, employees will be recalled in the inverse order in which they were laid off by the Board sending a written notice to the employee by registered or certified mail, return receipt requested, or telegram requesting him to return to work, unless management determines that the employee with the most seniority does not have the requisite skills for the job being recalled. An employee shall not be deemed to have waived his right to return to work unless he doesn't notify his intent to return within three (3) work days and report for work within two (2) weeks.

**ARTICLE XVII**  
**CLASSIFICATION**

- Section A -** Employees covered by this Agreement shall be classified as follows: Custodian, Groundskeeper, Maintainer, Assistant Head Custodian-Evening, Elementary Head Custodian, Middle School Head Custodian, Senior High Head Custodian, Head Maintainer, Cleaners, and one (1) part-time Cleaner (see Appendix "C").
- Section B -** Should an employee be designated by the Superintendent or his authorized representative in writing to assume full responsibilities of a higher paying classification, such employee shall receive the higher paid rate for such work at his step on the first day of such work.
- Section C -** Higher classification pay shall be effective from the commencement date of the contract.

**ARTICLE XVIII**  
**RELIEF PERIODS**

All full-time custodial, grounds and maintenance employees shall be entitled and limited to two (2) fifteen (15) minute coffee breaks. Those breaks shall occur prior to and after regular lunch periods and shall not be made an extension of regular lunch periods.

**ARTICLE XIX**  
**MISCELLANEOUS**

- Section A - Tools:**  
All special tools shall be supplied, maintained and replaced by the District in accordance with current practices.
- Section B - Sanitary Arrangements:**  
Soap, towels and washing facilities shall be supplied by the Board for all employees.
- Section C - First Aid Kits:**  
The District shall maintain, readily accessible, complete first aid kits in each school building.

**ARTICLE XX**  
**UNIFORMS**

The District shall provide adequate uniforms and foul weather gear. Effective October 1, 1999, the District shall provide each unit member with a winter coat for use when the member works outside. These coats shall be kept in District buildings at all times when not being worn at the workplace.

Provided the District provides adequate uniforms, unit members shall wear their uniforms at all times.

## ARTICLE XXI PERSONNEL FILES

An employee shall be permitted to examine his/her personnel file on request. He/she may be accompanied by a Union representative and copies may be made on request. The District shall maintain only one personnel file.

Any document placed in an employee's file shall be signed by the employee to indicate he/she has read the document. An employee shall have the right to have his/her written response attached to any document placed in his/her file.

Any written reprimand or document in an employee's personnel file shall be removed after sixty (60) months, provided the employee shall not have received any other reprimand during that period, for the same offense.

Every effort will be made to keep information in one's personnel file confidential.

## ARTICLE XXII SAFETY

- Section A -** The parties agree to create a safety committee to discuss environmental factors in the work place. The committee shall be advisory only, and shall be outside the grievance machinery.
- Section B -** Any employee working alone in a building should not use a ladder, scaffold, or unprotected electrical equipment in isolated areas of the premises covered by this Agreement except in an emergency situation.
- Section C -** Any function performed in the Harbor Elementary School crawl space shall utilize more than one employee.
- Section D -** All ladders must be OSHA approved. Extension ladders exceeding ten (10) feet should be manned by two (2) persons. An employee required to work above eight (8) feet on a scaffold should work with another employee. When rolling scaffolding is used, employees are required to come down before scaffolding is moved.
- Section E -** The District shall comply with OSHA 29 CFR 1910 and 1926, the General Industry Standard and the General Construction Standard respectively. In the event that an employee has the right to immediately bring the matter to the attention of the District Safety Officer, the Officer will assess the task, the employee's capabilities and limitations, and attempt to resolve the matter in a manner acceptable to the employee and the District based on generally accepted State and Federal regulations and guidelines.

**Section F -** The District shall offer Safety Training at least annually. Training shall be during the employee's working hours. All employees are required to attend.

**ARTICLE XXIII**  
**ASBESTOS**

Any unit member who has been certified in accordance with the Ahera Regulations for asbestos handling and has passed provisional pulmonary B examination shall be paid thirty-five (\$35.00) dollars (or the prevailing State rate) per hour for all abatement work on a rotating basis with all District asbestos handlers.

**ARTICLE XXIV**  
**LEAVES**

**Section A - Leave of Absence:**

Employees, who after formal request, citing to the Board good and sufficient reasons, shall be entitled to leaves of absence for up to a period of one (1) year. Time spent on a leave of absence shall be without pay and benefits, whether direct or accrued, and shall not be construed as time worked for purposes of seniority although such approved leave will not result in the loss of seniority, accumulated to the date of start of such leave. For purposes of this provision, a request for a leave of absence shall be granted for one (1) year for full-time Union business, renewable for an additional year on request by the employee and approval of the Superintendent and Board of Education.

**Section B - Personal Days:**

1. All employees shall be entitled to three (3) personal days per contract year.
2. In requesting personal days, the employees shall give a minimum of two (2) days notice except in unusual circumstances and shall complete the necessary District form requiring prior approval and authorization.
3. Unused personal days shall be added to individual's sick bank.

**Section C - Sick Leave:**

1. All employees shall be entitled to twelve (12) sick days per contract year. Sick days may be accumulated to a maximum of one hundred eighty (180) days. During an employee's first year of employment, sick days shall be earned at the rate of one (1) day per month until the beginning of the new fiscal year.
2. Upon leaving the District, sick time will be prorated for the number of months actually worked during the fiscal year.

**Section D - Retirement Incentive:**

Employees who retire (in accordance with the rules and regulations of the State Retirement System) and notify central administration in writing four (4) months prior to end of fiscal year, may utilize their accumulated sick leave days as follows:

10 years of service in District — payout of 40%

15 years of service in District — payout of 60%

20 years of service in District — payout of 85%

or in the event of death while employed by the District, the employee's estate will be entitled to an amount of money in accordance with above schedule.

**Section E - Worker's Compensation:**

Employee's absences due to an accident occurring on school property identified and proven, reported promptly to the Administration and Health Service and arising from events involved in the performance of delegated responsibilities shall not be deducted from sick leave. Monies received by an employee as worker's compensation shall be reimbursed to the District not more than five (5) days after receipt of same. The Board's obligation in this matter shall not exceed the length of the illness or injury.

**Section F - Perfect Attendance:**

Employees' achieving perfect attendance during the year (July-June) shall receive a payment of two hundred dollars (\$200.00).

**ARTICLE XXV**  
**EXTENDED SICK LEAVE**

The Board of Education of the Seaford Schools, in recognition of the need of the employee for personal well-being and financial security, is sympathetic to his desire for protection during periods of prolonged illness. Therefore, to help insure and sustain his satisfaction in his job at Seaford and promote a bond of human understanding between the Board of Education and the employee, the following benefits are set forth.

In cases of major illness of a nature requiring an employees absence from duty over an extended period of time, certain benefits are hereinafter described with the following limitations:

- A. Provided such absences do not concern care or treatment for inherited diseases or defects, chronic afflictions, remedial dental work or plastic surgery undertaken by the individual's sense of personal values.
- B. Provided that adequate medical documentation is available, including diagnosis and findings of the attending family or personal physician, duly licensed to practice medicine in the State of New York the right is reserved by the Board of Education to cause appropriate review and examination of both the person and the medical history and such records appertaining in each case by school medical advisors and/or medical specialists at such time and frequency as may be determined at the discretion of the Board of Education.

Beginning with the fourth (4th) successive year of service in the Seaford School System, the following number of days of absence as hereinafter described may be allowed.

After accumulated sick leave at full pay is exhausted (possible maximum of one hundred eighty (180) days at full pay) for each year of service beginning with the fourth (4th) successive year of service and continuing through the tenth (10th) year, one (1) month at three-quarter's ( $\frac{3}{4}$ ) pay may be granted or accumulated through the tenth (10th) year. This would represent a total possible accumulation allowance for absence due to personal illness as stipulated in the following:

#### **ANALYSIS OF EXTENDED SICK LEAVE BENEFITS**

<u>Years of Service</u>	<u>Sick Leave</u>
4	Accumulated sick leave at full pay plus 4 months at $\frac{3}{4}$ pay
5	Accumulated sick leave at full pay plus 5 months at $\frac{3}{4}$ pay
6	Accumulated sick leave at full pay plus 6 months at $\frac{3}{4}$ pay
7	Accumulated sick leave at full pay plus 7 months at $\frac{3}{4}$ pay
8	Accumulated sick leave at full pay plus 8 months at $\frac{3}{4}$ pay
9	Accumulated sick leave at full pay plus 9 months at $\frac{3}{4}$ pay
10	Accumulated sick leave at full pay plus 10 months at $\frac{3}{4}$ pay

Such sick leave payment due to personal illness shall be computed and made in conformity with the regular pay schedule established each school year.

#### **ARTICLE XXVI** **HOLIDAYS**

- Section A -** There shall be a total of sixteen (16) paid holidays for all employees. The School District shall publish the sixteen (16) holidays no later than September 1 of each year provided agreement has been signed by this date as attached in Appendix D.
- Section B -** All employees required to work on a holiday shall receive time and one-half ( $1\frac{1}{2}$ ) in addition to their regular holiday pay.
- Section C -** The holidays provided for in this Agreement shall be posted on bulletin boards in a conspicuous place.
- Section D -** Should a holiday fall on an employee's vacation, employee shall receive another day of vacation.
- Section E -** In the event that schools are not closed for an emergency and/or snow reasons, employees will receive an additional day off on snowflake day.
- Section F -** In the event of a loss of snowflake day the employee shall be credited with one (1) sick day in his or her sick leave bank.

**ARTICLE XXVII**  
**VACATIONS**

**Section A -** All employees shall be entitled to the following vacation schedule:

After completion of one (1) year of service - 2 weeks

After completion of five (5) years of service - 4 weeks

**Section B -** Unless agreed to by the District, no vacations shall be taken the week before school is open.

**Section C -** All vacations may be arranged by mutual consent of the Director of Facilities by May 1. Seniority shall be used to determine vacation scheduling should a conflict arise.

**Section D -** Employees can carry over from one year to the next up to five (5) days of unused vacation.

**ARTICLE XXVIII**  
**BEREAVEMENT LEAVE**

All employees shall be entitled to five (5) days bereavement leave on the death of a spouse, parent, child, brother or sister, mother-in-law, father-in-law, grandparent and grandchildren; and three (3) days for the death of a brother-in-law, sister-in-law, aunt, uncle, or other blood relative, provided such relative has actually resided in the employee's household immediately preceding death.

**ARTICLE XXIX**  
**CHILD CARE LEAVE (MATERNITY)**

All employees shall be entitled to a leave of absence for child rearing without pay for a period of up to six (6) months, which may be extended by the Board for up to twelve (12) months.

**ARTICLE XXX**  
**MILITARY SERVICE**

Both parties agree that all statutes and valid regulations relative to the reinstatement and employment of veterans shall be observed with the same force and effect as if written into this Agreement.

**ARTICLE XXXI**  
**WORKWEEK**

The normal workweek for all regular full-time custodial, maintenance and grounds employees covered by this Agreement shall be five (5) days, Monday to Friday inclusive, consisting of forty



(40) hours per week on the basis of eight (8) hours per day exclusive of lunch except during the months of July and August, during which months the normal workweek shall be thirty-seven and one-half (37½) hours exclusive of lunch.

All work performed on Saturday, except when performed on a holiday, shall be paid for at the rate of time and one half (1½) the regular rate of pay. Overtime shall commence after the fortieth (40th) hour of work in any given week.

All work performed on Sunday shall be paid at twice the regular rate of pay, except that Sunday work which is continuance of work started on Saturday shall be paid at the rate of time and one half (1½) the regular rate of pay.

Any overtime work must be authorized by the Director of Facilities and Operations and shall be assigned on a rotating, nondiscriminatory basis as far as practical. An overtime work assignment cannot be refused without good cause.

Whenever possible, overtime pay shall be paid in the next succeeding pay period provided the appropriate claim form has been filed with the business office immediately following the performance of the overtime work.

All overtime work shall be computed on a daily and weekly basis, however, there shall be no pyramiding and employees shall not be paid twice for the same hours worked. A day of absence for which sick leave is paid shall be considered a day worked.

Substitutes for unit employees shall not be engaged for overtime work unless the regular complement of employees have first been offered such overtime.

All employees normally assigned to work evenings shall receive a wage differential equal to eight (8%) percent of their annual base wage for their classification and pay level. Employees who work a split shift will be paid the night differential, effective at the start of the night shift.

The District at its discretion may at the time of hire change the normal work week to a flexible work week, Tuesday through Saturday. This shall be limited to every other new hire hired on or after May 9, 1996, with the first new hire District wide being affected by this change. Seniority of a new hire in same classification can result in bumping of an additional subsequent new hire in same classification to a flexible work week. The assignment to the flexible work week as herein described shall be made by the Assistant Superintendent for Business or his designee based on the needs of the District. In the event employees are hired on the same day, date of application will break the tie.

## ARTICLE XXXII EMERGENCY WORK

**Section A -** Employee performing snow removal duties on days when the schools are closed shall be paid at the rate of double time. Snow removal assignments may not be refused except for good cause.

- Section B -** Any employee called in for an emergency shall be guaranteed four (4) hours.
- Section C -** Any employee called in for an emergency shall only be required to perform the work for which the emergency was called.
- Section D -** A call back directing an employee to report at a certain time shall not be considered an emergency.

**ARTICLE XXXIII**  
**HEALTH AND WELFARE**

- Section A -** The District will contribute for unit personnel ninety (90%) percent for family and dependents. The remaining ten (10%) percent will be contributed by the employee. Those employees hired on or after July 1, 2005, shall contribute 15% toward health premiums, and the District shall contribute 85%.

Other than new hires (hired on or after July 1, 1996), any unit member who elects not to take the health insurance provision shall receive fifty (50%) percent of the District's contribution at the end of the school year. New hires shall receive a \$700.00 payment for waiver.

The District shall provide unit members with an IRS 125 Plan.

- Section B -** Any unit member who shall retire prior to or on June 30, 2001 shall be responsible for a two (2%) percent co-pay for health insurance, if they choose to remain in the health plan.

In the event a retired unit member shall predecease spouse and/or eligible family members, all benefits described above, shall remain in full force and effect for beneficiaries provided unit member was on payroll as of December 1, 1988 or provided any unit member retires prior to June 30, 2001.

Employees retiring subsequent to June 30, 2001 shall pay the amount of contribution required of active employees at the time of his/her retirement.

- Section C -** The Board agrees to continue to cover all employees under the New York State Employees System Improved Pension Plan (41J-75i) on a non-contributory basis where applicable.
- Section D -** The District will contribute one hundred-fifty(\$150.00) dollars per member, per year towards the purchase of a dental insurance plan provided by the United Public Service Employees Union Benefit Plan. Such amount shall increase to two hundred dollars (\$200.00) as of July 1, 2005, and to two hundred twenty five dollars (\$225.00) as of July 1, 2007. Members shall contribute one hundred fifty (\$150.00) dollars toward such plan. The District's contribution will be made only if the member opts to participate. The District will provide the opportunity to have member funds withheld as a payroll deduction.

Contributions set forth above shall be remitted to the UPSEU Benefit Plan, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779, on a monthly basis together with employee deductions by no later than the fifteenth (15<sup>th</sup>) day of each month where practical.

**Section E - Optical Benefit:**

In the event that a qualified practitioner performs an annual eye examination and such annual eye examination shows a change to the unit member's current prescription for correctional eyeglasses and/or contact lenses, or should the annual eye examination indicate that corrective eyeglasses and/or contact lenses are appropriate, the District shall reimburse each bargaining unit member for costs incurred in purchasing eyeglasses and/or contact lenses. Such reimbursed costs shall be limited to one hundred fifty (\$150.00) dollars annually and requests for reimbursement must be accompanied by an original receipt indicating purchase. This amount shall increase to two hundred dollars (\$200.00) as of July 1, 2005.

**ARTICLE XXXIV**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

**Section A -** A grievance within the meaning of this Agreement shall be any difference of opinion or dispute as to the interpretation or application of the provisions contained herein.

**Step 1:**

Any grievance shall be presented in writing by the employee, within thirty (30) days of the event which caused the grievance, to the Director of Facilities and Operations. Within five (5) days thereafter, the Director of Facilities and Operations shall submit to the aggrieved employee a written reply to his/her grievance. Failure on the part of the employee to perform within the thirty (30) days time limit shall be deemed a waiver.

**Step 2:**

In the event the grievance has not been satisfactorily resolved at Step 1 within five (5) days after receipt of the written reply of the Director of Facilities and Operations, the employee and/or Union representative may then submit the grievance in writing to the Superintendent of Schools who shall, within five (5) days thereafter, submit to the Union Shop Chairman a written reply to the grievance.

**Step 3:**

In the event the grievance has not been satisfactorily resolved at Step 2, the employee and/or the Union Shop Chairman may then submit the grievance in writing to the Labor-Management Committee consisting of the Superintendent of Schools, Director of Facilities and Operations, Union Shop Chairperson and Union Business Representative.

**Step 4:**

In the event, after discussion by Labor-Management Committee the grievance is not satisfactorily resolved, either the Union or the School District may refer the grievance

to Arbitration upon written notice to the other party and by directing a written request to the American Arbitration Association (A.A.A.) for a panel of arbitrators from which the parties shall then make a selection of an arbitrator to hear and decide the dispute. The authority of the arbitrator shall be specifically limited to interpret what the parties of the agreement intended to the specific clause in the contract which is at issue.

The decision of the Arbitrator shall be final and binding and the arbitrator's fee shall be borne equally by the parties.

**Section B -** Steward shall be permitted to investigate and process grievance during working hours within the discretion of the District, which shall not be unreasonably denied.

#### **ARTICLE XXXV** **TRANSFERS**

No employee will be transferred from one building in the District to another without prior notice to the Union. A unit member shall not be transferred more than once every two (2) calendar years.

#### **ARTICLE XXXVI** **DISCHARGE AND SUSPENSION**

Employees faced with the possibility of a suspension of five (5) working days or longer and/or discharge shall have the right to seek adjudication through the arbitration process in accordance with the rules of the American Arbitration Association. The decision of the Arbitrator shall be advisory. A claim for arbitration must be filed within twenty (20) working days after determination.

**ARTICLE XXXVII**  
**ZIPPER CLAUSE**

The Board of Education and the Union agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this Agreement.

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

In Witness Whereof, the parties hereunto set their hands and seals this day first written.

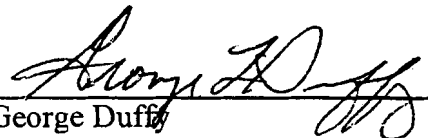
United Public Service Employees Union

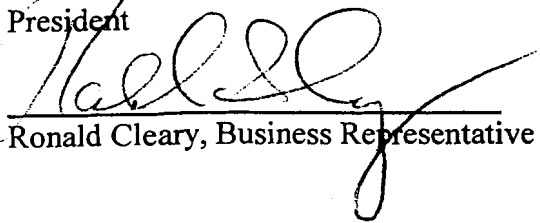
Seaford Union Free School District

By

  
\_\_\_\_\_  
Kevin E. Boyle, Jr.  
President

By

  
\_\_\_\_\_  
George Duff  
Superintendent of Schools

  
\_\_\_\_\_  
Ronald Cleary, Business Representative

**APPENDIX "A"**  
**SALARY SCHEDULE**

	<b>3.00%</b> <b>7/1/2004</b>	<b>3.00%</b> <b>7/1/2005</b>	<b>3.00%</b> <b>7/1/2006</b>	<b>3.00%</b> <b>7/1/2007</b>
Custodian	\$45,529	\$46,895	\$48,302	\$49,751
Cleaner	\$44,379	\$45,710	\$47,081	\$48,494
Groundsman	\$46,163	\$47,547	\$48,974	\$50,443
Maintainer	\$49,206	\$50,682	\$52,203	\$53,769
Head Custodian (Elementary)	\$50,722	\$52,244	\$53,811	\$55,426
Maintenance Supervisor	\$51,301	\$52,840	\$54,425	\$56,058
Head Custodian MS, HS, Night Supervisor	\$52,213	\$53,779	\$55,393	\$57,054
Asst. Head Custodian, Bus Driver	\$45,963	\$47,342	\$48,762	\$50,225
P/T Cleaner (hourly)	\$14.77	\$15.21	\$15.67	\$16.14

\* All exclude Night Differential and Longevity

<u>Effective:</u>	<u>7/1/04</u>	<u>7/1/05</u>	<u>7/1/06</u>	<u>7/1/07</u>
Longevity - After 15 years -	\$700.00	\$700.00	\$775.00	\$775.00
Longevity - After 20 years -	\$850.00	\$850.00	\$925.00	\$925.00
Longevity - After 25 years -	\$1,000.00	\$1,000.00	\$1,075.00	\$1,075.00

**Head Custodians, Grounds persons, Maintainers:**

These categories shall have a four hundred (\$400.00) dollar differential in their salaries which are incorporated into the salary schedule above.

**Mileage:**

No employee shall be required to use his/her personal vehicle in the performance of duty without reimbursement. Where an employee is assigned to work in more than one (1) building from time to time, he/she will be reimbursed at the I.R.S. prevailing rate. Mileage forms obtained from the business office shall be completed and submitted for approval and payment.

**Supervisory Groundskeeper:**

A fifteen hundred dollar (\$1,500.00) annual stipend shall be paid to the supervisory groundskeeper.



**APPENDIX "A"**  
**SALARY SCHEDULE**

	Current 7/1/2003	3.00% 7/1/2004	3.00% 7/1/2005	3.00% 7/1/2006	3.00% 7/1/2007
Custodian	\$44,203	\$45,529	\$46,895	\$48,302	\$49,751
Cleaner	\$43,086	\$44,379	\$45,710	\$47,081	\$48,494
Groundsman	\$44,818	\$46,163	\$47,547	\$48,974	\$50,443
Maintainer	\$47,773	\$49,206	\$50,682	\$52,203	\$53,769
Head Custodian (Elementary)	\$49,245	\$50,722	\$52,244	\$53,811	\$55,426
Maintenance Supervisor	\$49,807	\$51,301	\$52,840	\$54,425	\$56,058
Head Custodian MS, HS, Night Supervisor	\$50,692	\$52,213	\$53,779	\$55,393	\$57,054
Ass't Head Custodian, Bus Driver	\$44,624	\$45,963	\$47,342	\$48,762	\$50,225
P/T Cleaner (hourly)	\$14.34	\$14.77	\$15.21	\$15.67	\$16.14

\* All exclude night differential & Longevity

Effective:	Current	7/1/04	7/1/05	7/1/06	7/1/07
Longevity: After 15 Years	\$625.00	\$700.00	\$700.00	\$775.00	\$775.00
Longevity: After 20 Years	\$775.00	\$850.00	\$850.00	\$925.00	\$925.00
Longevity: After 25 Years	\$925.00	\$1,000.00	\$1,000.00	\$1,075.00	\$1,075.00

**Head Custodians, Grounds Persons, Maintainers:**

These categories shall have a four hundred (\$400.00) dollar differential in their salaries which are incorporated into the salary schedule above.

**Mileage:**

No employee shall be required to use his/her personal vehicle in the performance of duty without reimbursement. Where an employee is assigned to work in more than one (1) building from time to time, he/she will be reimbursed at the I.R.S. prevailing rate. Mileage forms obtained from the business office shall be completed and submitted for approval and payment.





**APPENDIX "B"  
SALARY SCHEDULE**

	Current 7/1/2003	3.00% 7/1/2004	3.00% 7/1/2005	3.00% 7/1/2006	3.00% 7/1/2007
Custodian	\$34,415	\$35,447	\$36,511	\$37,606	\$38,734
Cleaner	\$33,571	\$34,578	\$35,615	\$36,684	\$37,784
Groundsman	\$35,029	\$36,080	\$37,162	\$38,277	\$39,425
Maintainer	\$37,539	\$38,665	\$39,825	\$41,020	\$42,250
Head Custodian (Elementary)	\$37,543	\$38,669	\$39,829	\$41,024	\$42,255
Head Custodian MS, HS, Night Supervisor	\$38,941	\$40,109	\$41,313	\$42,552	\$43,828
Ass't Head Custodian, Bus Driver	\$34,975	\$36,024	\$37,105	\$38,218	\$39,365
P/T Cleaner (hourly)	14.34	14.77	15.21	15.67	16.14

All newly hired employees will receive wage increases as set forth above. Upon completion of the employee's fourth year of employment, all newly hired employees will matriculate to the stipulated prevailing wage for their applicable classification as set forth in Appendix A.

