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CUS 18629

AGREEMENT

- between -

**BOARD OF EDUCATION
NORTH SHORE CENTRAL SCHOOL DISTRICT**

- and -

UNITED PUBLIC SERVICE EMPLOYEES UNION

July 1, 2005 – June 30, 2009

RECEIVED

AUG 14 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT made this _____ day of _____, 2006, by and between the NORTH SHORE CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "District") and the UNITED PUBLIC SERVICE EMPLOYEES UNION (hereinafter referred to as the "Union").

WITNESSETH

ARTICLE I. RECOGNITION

A. The District hereby recognizes the Union as the exclusive representative of all custodial workers, mechanics, bus drivers and maintenance personnel, excluding bus dispatchers, part timers and summer employees, for the purpose of negotiating collectively and in the administering of all grievances arising under the terms and conditions of employment and for the purpose of entering into written agreements in determining such terms and conditions of employment.

B. The Union shall be entitled to unchallenged representation status for the maximum period permissible by law.

C. The District shall deduct regular membership dues from the wages of those unit members who submit duly executed authorization permitting such payroll deductions.

No later than thirty (30) days after the effective date of this Agreement or thirty (30) days after the effective date of employment, whichever is later, each unit member who is not a member of the Union will pay to the Union each month a service charge toward the administration of this Agreement and the representation of such unit member; provided, however, that each unit member will have available to him/her membership in the Union on

the same terms and conditions as are available to Union members. The Union shall certify the amount of the service charge to the District. The District shall deduct such fee in the same manner the membership dues are deducted, provided that the Union certifies to the District that it has established a refund plan pursuant to Civil Service Law § 208(3), and the Union complies with all statutory requirements regarding agency fee.

The District shall supply the Union with the names of new unit members prior to the deduction of any agency fee for those unit members.

The Union shall indemnify the District and any representative of it and hold the District and any of its employees and officers harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any action taken by the District or any of its representatives for the purpose of complying with provisions of this Agreement and/or state law mandating that an agency fee deduction be made from the wages of those members of the bargaining unit who choose not to be members of the Union. In addition, the Union shall reimburse the District for any and all legal expenses associated with the defense of any such claim, demand, or suit.

ARTICLE II. SALARIES

A. Effective July 1, 2005 the wages for unit members shall be increased by 3.0% and increments will be paid as due. Effective July 1, 2006 the wages for unit members shall be increased by 3.15% and increments will be paid as due. Effective July 1, 2007 the wages for unit members shall be increased by 3.15% and increments will be paid as due. Effective July 1, 2008 the wages for unit members shall be increased by 3.4% and increments will be paid as due.

B. The District will reimburse maintainers and custodian bus drivers who drive a school bus, the cost of renewal of their commercial driver's license ("CDC"), such cost not to exceed \$120 per renewal.

ARTICLE III. HOURS AND OVERTIME

The workweek for all employees shall be forty (40) hours per week, Monday through Friday, with one hour for lunch each day. During July and August, the lunch period shall be reduced to one-half hour and the employees shall be permitted to leave work one-half hour earlier. Employees hired after the ratification of this agreement may in the discretion of the District be assigned a Tuesday – Saturday workweek. The District shall determine the workweek and hours of these employees and may change them on an ongoing and as needed basis.

Overtime shall be assigned to unit members on a rotating and nondiscriminatory basis in the buildings and/or departments. Custodial workers required to work on Sunday and/or holidays designated as custodial days off shall be compensated at double time.

In the event an employee is recalled to work to perform snow removal or other emergency work, he/she shall be guaranteed a minimum of two (2) hours' pay at the applicable rate. This provision shall not apply to building checks. Snow removal or other emergency work performed as part of the employees continuous day shall be paid at the applicable rate.

If school is closed due to snow, unit members who were not required to work overtime and did not extend their regular shift on the day that school is closed, may, in the discretion of

the Director of Facilities, based on the needs of the District, be permitted to go home one (1) hour early.

ARTICLE IV. HOLIDAYS

Fifteen (15) paid holidays shall be provided in accord with the Holiday Schedule annexed hereto as Appendix "B".

ARTICLE V. INSURANCE

A. The District shall continue to provide on behalf of the members of the bargaining unit the Health and Major Medical Insurance Plan as negotiated by the District and North Shore Schools Federated Employees Teachers Unit. Employees hired before February 1, 2006 shall pay 15% of the premium cost of their family and individual health insurance coverage. Employees hired after February 1, 2006, shall pay 20% of the premium cost of their family and individual health insurance coverage for a period of five (5) years and, after five (5) years of service, shall pay 15% of such cost.

B. The District is enrolled in the New York State Disability Insurance Program, requiring both employee and employer contributions for the provision of disability insurance benefits.

C. The District shall provide unit employees with life insurance in an amount equal to their salary. The District shall pay the full premium.

D. The District shall contribute the following amounts to the United Public Service Employees Union Fund for all full time unit members which cost shall be as follows:
January 1, 2006 – June 30, 2007: \$634.00 per full-time employee per year
July 1, 2007 – June 30, 2008: \$672.00 per full-time employee per year

July 1, 2008 - June 30, 2009: \$712.00 per full-time employee per year.

Contributions shall be used solely for dental benefits.

E. Disability Insurance: The District shall deduct from the wages of those unit members wishing to participate in a disability insurance program sponsored by the Union. All contributions shall be made by the employee. The Union shall indemnify the District and any representative of it and hold the District and any of its employees and officers harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any action taken by the District or any of its representatives for the purpose of complying with this provision of this Agreement. In addition, the Union shall reimburse the District for any and all legal expenses associated with the defense of any such claim, demand, or suit.

ARTICLE VI. VACATION

A. Personnel covered by this Agreement shall receive paid vacation in accord with the following:

1. Personnel having served the District for more than one (1) year but less than five (5) years shall be entitled to a ten (10) day vacation period with pay.
2. Personnel having served the District for five (5) years or more but less than ten (10) years shall be entitled to fifteen (15) days' vacation with pay.
3. Personnel having served the District for more than ten (10) years shall be entitled to vacation as follows:

11 years.....	16 days
12 years.....	17 days
13 years.....	18 days
14 years.....	19 days
15 or more years.....	20 days

4. Vacation time may not be carried over from year to year absent express written approval of the Assistant Superintendent for Business.

B. Upon termination of employment, employees shall receive reimbursement for accumulated unused vacation days at their current rate of salary. Employees who resign must give two weeks written notice in order to receive accumulated vacation, unless in the discretion of the District, requiring notice would be unreasonable.

C. No vacations shall be taken during the last two weeks of school and the two weeks prior to the opening of school. Vacation requests shall be submitted on or before June 1. For requests submitted prior to June 1, seniority will be controlling. When requests are submitted after June, the earlier filed request shall be given preference. In case requests are filed the same day, seniority will be controlling. Custodian-Bus Drivers shall also submit vacation requests to the Transportation office.

All vacation requests must be approved by the building principal or the Director of Facilities. If the building principal or the Director of Facilities denies a vacation request, an appeal may be lodged with the Assistant Superintendent for Business whose decision shall be final and not subject to review.

ARTICLE VII. PERSONAL BUSINESS DAYS

In the event that personal business cannot be accomplished outside of working hours, an employee shall submit his/her request for such time in writing to his/her immediate supervisor. No reason other than "personal business" need be given for the absence, except for days taken before or after school holidays. The supervisor, in turn, will refer the matter with his/her recommendation to the Superintendent (or his/her official representative). With the approval of the Superintendent (or his/her official representative) such absence on

personal business for contract employees, for the time necessary, will be allowed with full compensation not to exceed two (2) days per year. Where any additional time may be needed, the employee will be docked for each day's absence over the two (2) compensated days. Custodian-Bus Drivers shall also submit personal day requests to the Transportation office.

Unused personal business days may be rolled into sick leave.

ARTICLE VIII. PROMOTIONS

All promotions and vacancies shall be posted in all buildings five (5) days prior to filling. Seniority shall be an important consideration in evaluating an applicant's qualifications.

ARTICLE IX. NEGOTIATIONS

One member of the bargaining team assigned to the night shift shall be permitted to attend negotiating sessions, provided, however, that the excused time is made up and the assigned work is completed.

ARTICLE X. IN-SERVICE TRAINING

The District shall pay the cost for approved in-service training courses provided written approval is secured in advance from the Superintendent or his/her designated representative. When an employee is required to use his/her own vehicle, he/she shall be reimbursed for his/her mileage.

ARTICLE XI. UNION BUSINESS

A. The District shall make available to the Union, without charge, space for the conduct of general meetings of the membership and individual committee meetings.

B. No Union business meetings shall be conducted during working hours, except as granted by the Assistant Superintendent for Business.

C. A Union representative may enter the premises for Union business upon prior notice to the Assistant Superintendent for Business. Entry will be after working hours when school is not in session, unless prior approval is given by the Assistant Superintendent for Business.

D. The Union shall have free and unhindered use of school boxes for the purpose of distributing material to its membership provided such use does not interfere with official use by the District.

ARTICLE XII. RETIREMENT

The District shall provide for coverage of permanent employees pursuant to Section 75(i) of the New York State Employees' Retirement Plan.

ARTICLE XIII. EXAMINATIONS

The employees covered by this Agreement agree to comply with the District's policy regarding medical examinations as set for all employees of the District.

ARTICLE XIV. GRIEVANCE PROCEDURE

Each employee shall be entitled to a representative of his/her own choice at each step of the grievance procedure.

Any disputes arising concerning the interpretation or application of the terms of this contract, or the rights claimed to exist there under, may be the subject of a grievance and shall be processed and resolved in accordance with the following:

A. A grievance shall be presented by the employee to his/her principal, in writing,

within ten (10) working days after the alleged grievance arises, or where this does not apply, to the administrator immediately superior. Within five (5) working days after receipt of the written grievance, the administrator or immediate supervisor shall confer with the aggrieved and his/her representative, if the employee so desires.

B. In the event such grievances is not resolved, in writing, within five (5) working days following such presentation, it shall be presented, in writing, within (5) working days after receipt of reply, to the Assistant Superintendent for Business, by the employee.

C. Within five (5) working days after receipt of the written grievance, the Assistant Superintendent for Business shall confer in person with the aggrieved and his/her representative, if he/she so chooses. In the event such grievance is not satisfactorily resolved, in writing, at the Assistant Superintendent's level within ten (10) working days after presentation, the grievance shall be presented in writing within ten (10) working days after receipt of reply to the Superintendent of Schools for settlement. Within five (5) working days after receipt of the written grievance, the Superintendent of Schools shall confer in person with the aggrieved and his/her representative, if he/she so chooses.

D. In the event such grievance is not satisfactorily resolved, in writing, at the Superintendent's level within ten (10) working days after presentation, the grievance shall be presented, in writing, within then (10) working days after receipt of the reply to the Board of Education for settlement. The decision of the Board of Education shall be final and binding.

E. A reasonable amount of time will be granted to handle any emergency grievances that may arise during working hours. It is understood that such activity shall be handled as quickly as possible.

ARTICLE XV, SICK LEAVE, BEREAVEMENT LEAVE AND FAMILY ILLNESS

A. Sick Leave

1. Employees shall be entitled to fifteen (15) paid sick leave days per year of service, accumulative to ninety (90) days, at which point they shall be entitled, thereafter, to ten (10) paid sick leave days per year of service accumulative to one hundred fifty (150) days. Once an employee reaches ninety (90) days for the first time, forever after their entitlement shall be ten (10) days per year even though use of sick leave may reduce the accumulation below ninety (90) days.

2. The policy of paid sick leave in cases of short-term illness shall be subject to the District's discretion. The District's discretion shall be exercised to deny sick leave where there is a determination that the individual is abusing the sick leave policy.

In addition, the District may at its sole discretion, require an employee to provide a doctor's note for any employee seeking sick leave payments. The District may also require an employee calling in sick to be examined by the District's physician. Any co-payment charged for the doctor's visit not covered by the employee's insurance shall be reimbursed by the District.

B. Bereavement Leave

An employee shall be entitled to up to a maximum of five (5) days of paid bereavement leave in the event of a death in the employee's immediate family. Immediate family is defined as the employee's mother, father, brother, sister (or corresponding in-law), spouse, child, grandparents or legal guardian. Such leave is in addition to other paid leave. Such leave may be extended at the sole discretion of the Superintendent.

C. Family Illness

An employee may be granted up to five (5) days per year in the event of serious illness in the employee's immediate family requiring his/her presence at home. Immediate family is defined as the employee's spouse or child(ren).

ARTICLE XVI. OUT-OF-TITLE WORK

Any employee who is assigned to work above his/her classification to fill the position of another employee for more than five (5) consecutive working days shall, commencing with the 6th day of said assignment, be paid the pay scale he/she would be on if he/she were actually promoted to the higher classification. When an employee qualifies for the pay scale of the higher classification, he/she shall be paid retroactive to the first day of the said assignment at the higher classification.

ARTICLE XVII. WORKERS COMPENSATION

Employees filing workers' compensation claims must use a physician or physicians 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, no later than the next business day. Should the building administration be unavailable, the Director of Facilities or his designee shall be notified.

ARTICLE XVIII. MISCELLANEOUS

A. Examination of Records

Upon forty-eight (48) hours prior written notice to the Assistant Superintendent for Business, any employee will be permitted to review his/her own Personnel File excluding pre-employment information.

B. Uniforms

The District shall provide two sets of uniforms per year to those employees required to wear uniforms. Employees shall place their orders for uniforms no later than May 15th provided forms are issued in a timely manner. Employees shall be required to wear their uniforms.

C. All employees, at the discretion of the District, shall be required to sign in before work and sign out prior to leaving work. No employee shall be required to sign a time sheet for another employee.

D. Employees seeking benefits under this agreement (*e.g.*, vacation, personal leave, bereavement, etc.) must complete the necessary forms in a timely basis in order to receive the benefits. Failure to do so may result in the forfeiture of such benefits.

ARTICLE XIX. MANAGEMENT RIGHTS

Notwithstanding any other provisions of this Agreement and applicable law, the District retains full responsibility and sole right of management of the District, its business affairs and property, including, but without limitation, the right to supervise, assign, direct and transfer the working forces; to plan, control, increase, decrease, transfer, or discontinue operations; to establish and modify work and school schedules; to establish, enforce and

modify work rules; to hire, and promote employees; to increase or decrease the working force; and to suspend, discipline and discharge employees.

ARTICLE XX. ILLEGALITY

In the event any part, provision, or term of this Agreement shall be determined or found to be contrary to law, then such provision shall not be applicable nor shall the term thereof be performed or enforced except to the extent permitted by law. However, all other terms and provisions of this Agreement shall continue in force and effect.

ARTICLE XXI. TAYLOR LAW NOTICE

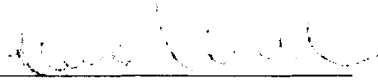
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXII. DURATION OF THIS AGREEMENT

This Agreement shall be effective July 1, 2005, and shall remain in full force and effect to and including June 30, 2009, and shall be automatically renewed thereafter for periods of one (1) year unless either party notifies the other, in writing, by certified mail, on or before January 15, 2009 or any subsequent January 15th, of its desire to make changes herein or to terminate this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the
day and year first above written.

NORTH SHORE CENTRAL
SCHOOL DISTRICT

By: 

UNITED PUBLIC SERVICE
EMPLOYEES UNION

By: 

**NORTH SHORE CENTRAL SCHOOL DISTRICT
CUSTODIANS 2005-2006 (3%)**

Step	Cleaners Grounds Keeper	Custodian	Maintainers Custodian Bus-Drivers	Automotive Servicer	Head Custodian I Senior Maintainer	Head Custodian II	Head Custodian III
1	32,514	35,618	37,599	37,599	37,427	39,400	42,839
2	33,527	36,627	38,617	38,614	38,907	40,880	44,320
3	34,530	37,633	39,629	39,797	40,384	42,353	45,798
4	35,548	38,651	40,640	41,061	41,862	43,828	47,271
5	36,566	39,667	41,658	42,285	43,335	45,302	48,743
6	37,830	40,929	42,919	43,649	44,806	46,785	50,218
7	39,099	42,202	44,192	45,022	46,287	48,251	51,697
8	40,365	43,462	45,460	46,397	47,765	49,725	53,171
9	41,628	44,734	46,728	47,749	49,233	51,210	54,640
10	42,894	45,995	47,992	49,112	50,712	52,681	56,124
11	43,188	46,288	48,282	49,405	51,008	52,976	56,419
12	43,481	46,581	48,575	49,696	51,304	53,272	56,716
13	43,775	46,873	48,865	49,989	51,599	53,566	57,011
14	44,068	47,168	49,156	50,280	51,894	53,861	57,305
15	44,361	47,460	49,448	50,576	52,189	54,156	57,600
16	45,311	48,410	50,399	51,526	53,142	55,109	58,550
17	45,602	48,700	50,692	51,818	53,437	55,406	58,845
18	45,894	48,991	50,985	52,110	53,732	55,700	59,137
19	46,183	49,282	51,279	52,402	54,029	55,996	59,432
20	47,917	51,016	53,013	54,139	55,778	57,749	61,183

**NORTH SHORE CENTRAL SCHOOL DISTRICT
CUSTODIANS 2006-2007 (3.15%)**

Step	Cleaners Grounds Keeper	Custodian	Maintainers Custodian Bus-Drivers	Automotive Servicer	Head Custodian I Senior Maintainer	Head Custodian II	Head Custodian III
1	33,538	36,740	38,783	38,783	38,606	40,641	44,188
2	34,583	37,781	39,833	39,830	40,133	42,168	45,716
3	35,618	38,818	40,877	41,051	41,656	43,687	47,241
4	36,668	39,869	41,920	42,354	43,181	45,209	48,760
5	37,718	40,917	42,970	43,617	44,700	46,729	50,278
6	39,022	42,218	44,271	45,024	46,217	48,259	51,800
7	40,331	43,531	45,584	46,440	47,745	49,771	53,325
8	41,636	44,831	46,892	47,859	49,270	51,291	54,846
9	42,939	46,143	48,200	49,253	50,784	52,823	56,361
10	44,245	47,444	49,504	50,659	52,309	54,340	57,892
11	44,548	47,746	49,803	50,961	52,615	54,645	58,196
12	44,851	48,048	50,105	51,261	52,920	54,950	58,503
13	45,154	48,349	50,404	51,564	53,224	55,253	58,807
14	45,456	48,654	50,704	51,864	53,529	55,558	59,110
15	45,758	48,955	51,006	52,169	53,833	55,862	59,414
16	46,738	49,935	51,987	53,149	54,816	56,845	60,394
17	47,038	50,234	52,289	53,450	55,120	57,151	60,699
18	47,340	50,534	52,591	53,751	55,425	57,455	61,000
19	47,638	50,834	52,894	54,053	55,731	57,760	61,304
20	49,426	52,623	54,683	55,844	57,535	59,568	63,110

**NORTH SHORE CENTRAL SCHOOL DISTRICT
CUSTODIANS 2007-2008 (3.15%)**

Step	Cleaners Grounds Keeper	Custodian	Maintainers Custodian Bus-Drivers	Automotive Servicer	Head Custodian I Senior Maintainer	Head Custodian II	Head Custodian III
1	34,594	37,897	40,005	40,005	39,822	41,921	45,580
2	35,672	38,971	41,088	41,085	41,397	43,496	47,156
3	36,740	40,041	42,165	42,344	42,968	45,063	48,729
4	37,823	41,125	43,240	43,688	44,541	46,633	50,296
5	38,906	42,206	44,324	44,991	46,108	48,201	51,862
6	40,251	43,548	45,666	46,442	47,673	49,779	53,432
7	41,601	44,902	47,020	47,903	49,249	51,339	55,005
8	42,948	46,243	48,369	49,367	50,822	52,907	56,574
9	44,292	47,597	49,718	50,804	52,384	54,487	58,136
10	45,639	48,938	51,063	52,255	53,957	56,052	59,716
11	45,951	49,250	51,372	52,566	54,272	56,366	60,029
12	46,264	49,562	51,683	52,876	54,587	56,681	60,346
13	46,576	49,872	51,992	53,188	54,901	56,993	60,659
14	46,888	50,187	52,301	53,498	55,215	57,308	60,972
15	47,199	50,497	52,613	53,812	55,529	57,622	61,286
16	48,210	51,508	53,625	54,823	56,543	58,636	62,296
17	48,520	51,816	53,936	55,134	56,856	58,951	62,611
18	48,831	52,126	54,248	55,444	57,171	59,265	62,922
19	49,139	52,435	54,560	55,756	57,487	59,579	63,235
20	50,983	54,281	56,406	57,603	59,347	61,444	65,098

NORTH SHORE CENTRAL SCHOOL DISTRICT

CUSTODIANS 2008-2009 (3.4%)

Step	Cleaners Grounds Keeper	Custodian	Maintainers Custodian Bus-Drivers	Automotive Servicer	Head Custodian I Senior Maintainer	Head Custodian II	Head Custodian III
1	35,770	39,185	41,365	41,365	41,176	43,346	47,130
2	36,885	40,296	42,485	42,482	42,804	44,975	48,759
3	37,989	41,402	43,599	43,784	44,429	46,595	50,386
4	39,109	42,523	44,710	45,173	46,055	48,219	52,006
5	40,229	43,641	45,831	46,521	47,676	49,840	53,625
6	41,620	45,029	47,219	48,021	49,294	51,471	55,249
7	43,015	46,429	48,619	49,532	50,923	53,085	56,875
8	44,408	47,815	50,014	51,045	52,550	54,706	58,498
9	45,798	49,215	51,408	52,531	54,165	56,340	60,113
10	47,191	50,602	52,799	54,032	55,792	57,958	61,746
11	47,513	50,925	53,119	54,353	56,117	58,282	62,070
12	47,837	51,247	53,440	54,674	56,443	58,608	62,398
13	48,160	51,568	53,760	54,996	56,768	58,931	62,721
14	48,482	51,893	54,079	55,317	57,092	59,256	63,045
15	48,804	52,214	54,402	55,642	57,417	59,581	63,370
16	49,849	53,259	55,448	56,687	58,465	60,630	64,414
17	50,170	53,578	55,770	57,009	58,789	60,955	64,740
18	50,491	53,898	56,092	57,329	59,115	61,280	65,061
19	50,810	54,218	56,415	57,652	59,442	61,605	65,385
20	52,716	56,127	58,324	59,562	61,365	63,533	67,311

APPENDIX B
NORTH SHORE SCHOOLS
HOLIDAY SCHEDULE

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Two (2) mutually designated days between
Christmas Day and New Year's Day

New Year's Day

Martin Luther King Day

Washington's Birthday

Good Friday

Day after Easter

Memorial Day