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Contract Database Metadata Elements

Title: **Uniondale Union Free School District and Custodial Unit, United Public Service Employees Union (2006)**

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

Union: **Custodial Unit, United Public Service Employees Union**

Effective Date: **07/01/06**

Expiration Date: **06/30/10**

PERB ID Number: **6363**

Unit Size: **86**

Number of Pages: **30**

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CUS/6363

AGREEMENT

Between

UNIONDALE UNION FREE SCHOOL DISTRICT

And

**UNITED PUBLIC SERVICE EMPLOYEES UNION
(Custodial Unit)**

Effective July 1, 2006 through June 20, 2010

RECEIVED

DEC 17 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

86

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AGREEMENT, made this 10TH day of DECE., 2008, by and between UNIONDALE UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District"), and UNITED PUBLIC SERVICE EMPLOYEES UNION (Custodial Unit) (hereinafter referred to as the "Union").

W I T N E S S E T H:

WHEREAS, the Union has heretofore been recognized by the District as the bargaining agent for the Servicing Negotiating Unit for employees of the District described herein, and

WHEREAS, after negotiations the parties have agreed upon certain terms and conditions of employment which shall be effective for the four-year period from July 1, 2006 through June 30, 2010,

NOW, THEREFORE, in consideration of the covenants, agreements, terms and conditions hereinafter set forth, the parties have agreed one with the other as follows:

ARTICLE I. RECOGNITION

The District has heretofore and continues to recognize the Union as the bargaining agent for the Servicing Negotiating Unit of employees of the District including Audio Visual Computer Technicians, but excluding the Director of Facilities and Operations, under and pursuant to Article 14 of the Civil Service Law of the State of New York, as amended.

Audio Visual/Computer Technician (AV Tech, Info Tech Aide II, Info Specialist I, II and III) employees shall be covered by the terms and conditions of employment set forth herein except as set forth in Appendix "D".

ARTICLE II. DURATION OF NEGOTIATION PROCEDURES

A. This agreement shall be effective for the period beginning July 1, 2006 and terminating June 30, 2010.

B. This contract shall be automatically renewed for the period from July 1, 2010 to June 30, 2011, unless the Union presents its proposals for a new contract for such period on or before February 1, 2010.

ARTICLE III. DUES DEDUCTIONS

A. The District agrees to deduct from unit members' salaries dues for the Union as the unit members individually and voluntarily authorize the same in writing in a form acceptable to the District, and to transmit the monies therefore promptly to the Union. Upon the fulfillment of that obligation, the District shall be held harmless by the Union and the unit members individually with respect to such remittances. The Union shall advise the District of the annual dues by August 15 of each year.

B. Dues shall be remitted to the United Public Service Employees union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York, 11779.

C. To the extent feasible, the District also agrees to deduct and remit monies from unit members' paychecks to pay for Union-sponsored insurance and benefit program premiums, provided such deductions are authorized by the individual employee.

ARTICLE IV. HOLIDAYS

A. Employees shall have paid holidays on the days listed below, provided schools are closed on those days:

New Year's Day	Veteran's Day
Martin Luther King Day	Washington's Birthday
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day
Christmas Eve Day	Independence Day
Christmas Day	Labor Day
New Year's Eve Day	Columbus Day

In the event school is in session on any of the above mentioned holidays, the parties shall mutually agree on another day off when school is not in session.

B. If any employee is required to work by the District at any time on any of the specified holidays when school is not in session, said employee shall be paid at the rate of time and one-half for the period worked and shall be granted a compensatory day for the holiday.

C. Employees shall not be entitled to holiday pay unless they work the last scheduled day after the holiday.

ARTICLE V. LEAVES

A. Immediate Family – is defined for purposes of this Article as: an employee's spouse, children, parents, foster parents, parents-in-law, brother, sister, or other relatives for whose financial and or physical care the employee is responsible. An employee shall not be considered responsible for said "other relative" unless said person resides in the same residence as employee and is deductible upon the employee's United States Income Tax Return.

B. Personal Business Leave – An employee shall be allowed up to three (3) days of leave with full pay, one of which shall be deducted from sick leave, during each school year for the purpose of transacting or attending to personal business which requires absence during school hours.

An employee hired on or after July 1, 1979 shall be allowed up to two (2) days of leave with full pay during each school year for the purpose of transacting or attending to personal business which requires absence during school hours.

A list of acceptable reasons for such leave days is contained in Appendix "A" annexed hereto. Except in emergencies, an employee desiring to leave hereunder shall give his or her building principal or immediate supervisor written application therefore at least three (3) school

days in advance of the day he or she proposes to be absent. Such leave shall not be cumulative and shall be subject to the Board through the Superintendent of Schools. Said application shall indicate which of the approved reasons set forth in Appendix "A" is the basis for the absence. Approval will not be denied except in the event of an emergency.

Personal Business leave shall be used only for the purpose of handling personal affairs which cannot be transacted on the weekend or after school hours. It is not for casual or indiscriminate use. Any employee who by willful misrepresentation violates this policy shall forfeit any further right hereunder reinstated by the Board on recommendation of the Superintendent of Schools.

C. Leaves Because of Illness of Someone Other Than a Member of the Union - An employee shall be granted leave with pay, chargeable to Sick Leave for the following reasons:

1. If absence is necessitated by exposure to contagious disease in which the health of students or other employees would be impaired by the employee's attendance. Such absence shall be the subject to the approval of the school doctor whose decision as to necessity shall be final.

2. In the case of illness or serious injury to a member of the employee's immediate family which necessitates the employee's absence from work because of the need for the personal attention of the employee.

3. Leave taken under this provision shall be limited to twelve (12) days in any one school year.

D. Bereavement Leave - An employee shall be granted up to a maximum of five (5) working days leave with full pay during the school year for the death of each member of his/her immediate family and grandparents, provided that the employee attends the services, if any, for

the deceased. Such leave shall not be cumulative if unused and shall not be charged against sick leave. In the event of the death of an employee's spouse, the leave may be extended to a maximum of ten (10) working days. In the event of a death of a relative not in the immediate family, or the death of a close friend, the employee may take personal business leave.

E. Sick Leave - Each employee covered by this agreement shall be credited with Sick Leave cumulative to two hundred (200) days, as follows:

1. For each of the first five (5) years of employment, ten (10) days per year, prorated, and
2. Beginning in the sixth year, and each year thereafter, twelve (12) days per year, prorated.
3. For purposes of determining years of service for sick leave entitlement, employees hired between July 1 and December 31 shall be considered to have been hired on July 1 of the year hired, and employees hired between January 1 and June 30 shall be considered to have been hired on July 1 of the year hired.
4. An employee who leaves work during the working day because of illness shall have those hours he/she is absent from work deducted from his/her sick leave.
5. The District, at its option, may require a doctor's certificate for the fifth or any subsequent absence in any year and/or if an employee is absent for three (3) or more consecutive days.

F. On-The-Job Injuries - Full-time members of the unit, who are injured while on the job, may use their sick leave for the waiting period prior to eligibility for Workers' Compensation. Thereafter, the District shall pay the difference between the full-time employees' regular salary and Workers' Compensation benefits for a maximum of one (1) calendar year for

any employee during his/her period of employment in the District, and thereafter Workers' Compensation benefits shall apply.

The disabled full-time worker will be entitled to apply his/her accumulated sick leave for time lost as a result of the "on-the-job" injury beyond the period outlined above and the money received from Workers' Compensation will be turned over to the District. The money received by the District shall be used to "buy back" and reinstate sick leave days for the employee involved. The amount of days credited shall be based on the amount of days which can be purchased by the monies reimbursed from Workers' Compensation at the employee's daily rate of pay. Fractions of days shall not be counted.

No accrual of any paid leave shall occur while on this leave.

G. Unused Sick Leave Incentive Plan -- The District agrees to pay a salary differential, in the amount specified below, based on the prior year's salary schedule to each employee covered by this agreement, who, by his/her attendance record, becomes eligible for the Unused Sick Leave Incentive Plan during the prior year. The Unused Sick Leave Incentive Plan shall operate as follows:

Any employee who did not absent himself/herself from work at all in the year shall receive \$600. Any employee who did not absent himself/herself from work for more than three (3) days in the year shall receive \$300. Employees who receive the \$600 differential are not eligible for the \$300 differential. The absences referred to herein are those charged to Sick Leave under the terms of this agreement (but shall not include the third personal day which is charged to sick leave). Payment shall be made in a single sum as an addition to the first paycheck in August following the year of the outstanding attendance record.

The District agrees to maintain the individualized voluntary contributed sick bank donation program that is administered by the Unit and currently in place.

H. Sick Leave -- Upon retirement, employees shall be paid one day's pay for each day of accumulated sick leave in excess of 165.

ARTICLE VI. INSURANCE BENEFITS

A. Health Insurance -- Effective September, 2007, all eligible unit members shall contribute 12.5% toward the cost of the New York State Health Insurance Plan premium for individual and/or family coverage.

For employees on the payroll prior to July 1, 1979, eligibility shall be determined as it has in the past. To be eligible for health insurance coverage, employees hired on or after July 1, 1979 must work a minimum of twenty (20) hours per week and earn a minimum of \$5,000 per year.

Members of the unit hired on or after July 1, 1985 shall not be eligible for health insurance contributions by the District if they are eligible for coverage under the plan of a spouse's employer or under the plan of another employer of the unit member, provided that the plan's coverage is comparable to the health insurance plan being provided by the District for other members of the unit. A plan shall be deemed comparable even if it contains a contributory factor, provided the District opts to pay the employees the opt-out bonus (see below) with an additional stipend equal to the dollar amount paid by the employee or his/her spouse for such other coverage in excess of the amount the employee would be required to contribute under this Agreement.

Members of the unit who withdraw from the District's plan during the life of this agreement, either voluntarily or because of coverage by the plan of another employee or a

spouse's employer, shall receive a one-time payment of \$1000 if they were covered by the family plan or of \$500 if they were receiving individual coverage, provided they remain uncovered under the District's plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve (12) month period. If a member has withdrawn from the District's plan voluntarily, he/she may reenter the plan within the twelve month period, provided however, that such member shall not receive any payment. After the twelve (12) month period, a member may reenter the District's plan only if he/she is not covered by another employer's plan or a spouse's employer's plan at the time of reentry.

In the event the District negotiates a change in health insurance contribution rates with its teachers, the District may reopen negotiations on this topic upon notice to the Union.

Effective July 1, 1998, the District shall implement an IRC § 125 Plan with regard to the contributions made only by employees toward the cost of their health insurance premiums and the opt-out bonus for withdrawing from health insurance coverage.

B. Group Life Insurance – The District shall provide a Fifty Thousand Dollar (\$50,000) group term life insurance policy for all eligible unit members in active service.

C. Dental Insurance – Effective July 1, 2006, the District shall contribute up to a maximum of \$489 per employee per year toward the UPSEU Employment Benefit Fund Horizon Plan for family dental insurance. Effective July 1, 2007, the maximum District contribution shall be increased to \$561 per eligible employee. Effective July 1, 2008, the maximum District contribution shall be increased to \$597 per eligible employee. Effective July 1, 2009, the maximum District contribution shall be increased to \$620 per eligible employee.

Participation shall be restricted to those employees who are eligible for health insurance who are not covered by another dental plan.

D. Vision Plan The District shall provide unit members with the same vision plan (individual and family coverage, as applicable) that is provided to teachers as of the date of this Agreement. This benefit will be put into effect as soon as coverage can be arranged with the insurance broker and/or provider.

E. Disability Insurance - The District shall provide unit members with short term disability coverage pursuant to the New York Disability Benefits Law. Such plan shall be implemented as soon as coverage can be arranged with the carrier.

ARTICLE VII. GRIEVANCE PROCEDURE

All members of the unit are guaranteed the right to be heard and to present their grievances in accordance with the following plan, except that new employees hired on or after July 1, 2007 will only have access to §75 coverage and Step Four of the Procedural Stages set forth in this Article VII, after three (3) years of full time employment.

Definitions

1. "Grievance" - a complaint by a member of the unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement.
2. "Aggrieved Party" - refers to a member of the unit who files a grievance.
3. "Days" - refers to working school days.

Procedural Stages

Step One: Any member of the unit having a grievance shall discuss it with his/her Building Principal, where applicable, or the Administrator at the next level of administrative authority with the objective of resolving the matter informally. The aggrieved party may appear alone or with a representative of the Union. The presentation of such a grievance shall take place within ten (10) days following the time the aggrieved party knew or should have known of the

act or condition which is the basis of the grievance. The aggrieved party and the Building Principal or other Administrator shall, within five (5) days of presentation of the grievance, confer on the grievance with a view to arriving at a mutually satisfactory resolution of the grievance.

Step Two: If the grievance is not resolved informally, it shall be reduced to writing on the District form and presented to the Director of Facilities and Operations within five (5) days after the meeting at Step One. Within five (5) days after receipt of the written grievance, the Director of Facilities and Operations shall conduct a hearing on the grievance, and within five (5) days thereafter render a written decision to the aggrieved party, with a copy to the Association.

Step Three: If not resolved at Step Two, the dispute shall be submitted within five (5) days of the decision of the Director of Facilities and Operations to the Superintendent or his/her designee, who shall render a decision within ten (10) days of receipt of the request.

Step Four: A grievance dispute which has not been resolved by the foregoing may be submitted by the aggrieved party to arbitration for an advisory ruling. The aggrieved party may proceed personally or through the Union.

The proceeding shall be initiated by filing with the District and the New York State Public Employment Relations Board a Notice of Arbitration within ten (10) days after receipt of the decision at Step Three. The Notice shall include a brief statement setting forth precisely the issue to be decided by the Arbitrator and the specific provision of the Agreement which is involved. The Notice shall be filed with a request for the appointment of an Arbitrator. The Hearing Officer will be chosen through the American Arbitration Association, or will be a mutually agreed upon person by both parties.

The decision of the Arbitrator shall be rendered not later than thirty (30) days from the date of the closing of the hearing. It shall be in writing and shall set forth his/her ruling or decision and his/her opinion on the issue(s) submitted, and may recommend an appropriate remedy where he/she finds a violation.

The arbitrator's fee and filing fee, if any, will be shared equally by the aggrieved party or the Union and the District.

Within twenty (20) days of the receipt of the Arbitrator's decision, the District shall advise the Union and/or the aggrieved party of its acceptance or rejection, in whole or in part. If the District fails to so advise, the Arbitrator's decision shall become final.

Step Five: A grievance dispute which has not been resolved by the foregoing may be submitted by the aggrieved party to a final hearing before the Board of Education. Petition for such a hearing shall be made within ten (10) days after receipt, directly or indirectly, of the District's advice with respect to the Arbitrator's decision, and shall be accompanied by a copy of all prior notices, petitions, decisions, etc. The Petition and accompanying papers shall be served on the District Clerk and the District's representative. A hearing shall be held within thirty (30) days and a decision rendered thereafter within twenty (20) days of the hearing's close, with copies to the Union and the aggrieved party.

General Principles

1. Failure to communicate the decisions with respect to any step shall permit the lodging of an appeal at the next step of the proceeding within the time which would have been allotted had the decision been timely rendered.

2. Any decision which is not appealed within the specified time limits will be deemed to have been accepted by the Union and or the aggrieved party, and the grievance will be deemed to be discontinued, further appeal thereon being barred.

3. No grievances which are substantially similar to a prior grievance which has been denied and accepted shall be brought by another member of the unit unless the prior grievance was denied due to a violation of time limits.

4. The Union may pursue a group grievance on behalf of members of the Union provided those included become a party to the procedure by signing the grievance.

ARTICLE VIII. VACATIONS

A. Employees of this unit shall be entitled to vacation as follows:

1. Upon the completion of each of:

a. The first six years of employment, the vacation shall be ten (10) working days per year;

b. The seventh (7th) through the tenth (10th) years of employment, vacation shall be fifteen (15) working days per year;

c. The eleventh (11th) through the fifteenth (15th) years of employment, the vacation shall be extended to include an additional workday per year to a maximum of five (5) additional days, the maximum allowance for vacation entitlement being twenty (20) working days per year after fifteen (15) full years of employment in the District. The granting of these additional days shall be at the discretion of the District upon recommendation of the Director of Facilities and Operations for satisfactory service. The recommendation of the Director of Facilities and Operations shall be appealable to the Superintendent.

2. Any employee hired after July 1 shall be entitled to a pro rata vacation during the July or August following his date of employment, providing he/she has worked two months or more.

B. Vacations shall be scheduled during the months of July and August following the end of each school year, and shall be taken at the convenience of the District, provided only that the employee shall have the right to have consecutive days for the first ten (10) vacation days. Where an employee is entitled to more than ten vacation days, the additional time may be scheduled other than during July and August at the written request of the employee not less than forty-five (45) calendar days prior to the first vacation in such request, but not prior to the completion of the employment year upon which the additional vacation time is based.

C. If an employee is terminated following his/her probationary period, the employee shall receive payment for all accrued unused vacation time.

D. Priority in the choice of vacation time shall be extended on a seniority basis with members of the unit divided into two classes, Class E employees in one group and all other Classes in the second group, PROVIDED, HOWEVER, that such choice is made on or before April 1st of each school year. Scheduling shall be at the discretion of the District for the convenience of the District.

E. For purpose of determining years of service for vacation entitlement, employees hired between July 1 and December 31 shall be considered to have been hired on July 1 of the year hired, and employees hired between January 1 and June 30 shall be considered to have been hired on July 1 of the year hired.

ARTICLE IX. SALARIES AND DIFFERENTIALS

During the period July 1, 2006 through and including June 30, 2010, employees covered by this agreement shall be paid the salaries and differentials contained in Appendix "B" annexed hereto and made a party of this agreement.

ARTICLE X. HOURS & BREAKS

A. The District reserves the right to determine the length and hours of the workday except that the employee shall receive an uninterrupted lunch or supper break of not less than thirty (30) minutes between the third and fifth hours of employment, and shall be entitled to a fifteen (15) minute break in each four hour work period. If the lunch or supper break or other break is interrupted because of an emergency, compensatory time off shall be granted as soon as possible. The total length of the workday, including these breaks, shall not exceed eight and one-half (8-1.2) hours. Break time shall be scheduled by the building principals for custodial staff and by the Director of Facilities and Operations for maintenance and grounds staff.

B. In the event of a change in working schedule required by the District, the employee shall be entitled to forty-eight (48) hours prior notice thereof, if at all possible.

C. In cases of involuntary transfers the employee shall be entitled to a conference with the Personnel Administrator. Such conference shall take place prior to the transfer if possible.

ARTICLE XI. WORKWEEK

A. Monday to Friday workweek shall be continued for those employees hired prior to July 1, 1982. A Monday to Friday workweek shall not be guaranteed to those employees who change classification.

ARTICLE XII. OVERTIME

A. Scheduled overtime shall be distributed based on a rotating seniority list provided, however, that the individual must be qualified to do the work.

A refusal of overtime shall not affect the rotation of the seniority list and for such purposes an employee who refuses such work shall be treated as if he/she had worked the overtime which was offered.

Any declination of a request for overtime work by an employee will be honored without recourse provided that a junior employee or other qualified employee of the District accepts such assignment, but the District reserves the right to require additional work from its employees, on a reasonable basis, regardless of its effect on secondary employment or other responsibilities of its employees.

B. Whenever feasible and practicable, employees shall be notified at least thirty-two (32) hours in advance of planned overtime.

C. All personnel shall be available for unscheduled overtime work in emergencies upon the request of the District unless rendered unable to do such work. Proof of inability shall be a doctor's certificate supplied to the District at the employee's expense if for a medical reason, or the employee's sworn statement setting forth facts comprising justification for such inability for other than medical reasons.

D. In the event that an employee is required by the District to perform unscheduled overtime outside of regular working hours, he/she shall be entitled to a one-hour interval for each four hours of unscheduled overtime before assuming his/her regular duties and shall not suffer any loss in pay for his/her regular duties if the aforementioned interval overlaps the normal workday.

E. If an employee is required to come in to work for a period which is not contiguous with his/her regular shift, he/she shall be paid for a minimum of three (3) hours time at overtime rates. In the event that any employee is required to work on Sunday for snow removal work, he/she shall be paid "double time" instead of time and one-half for such overtime work.

ARTICLE XIII. OUTERWEAR

Outerwear shall be provided for personnel as needed as determined by the Director of Facilities and Operations.

ARTICLE XIV. PROMOTIONS & OPENINGS

A. All openings in staff shall be published in each school building and members of the Unit shall be given the opportunity to apply for such openings.

B. Whenever a member of the Unit qualified for and is appointed to a higher paying adjacent position on the salary schedule, the employee shall move laterally on the salary schedule and the appointee shall be entitled to make annual step advancements to the top of the schedule regardless of the actual years of employment in the position. Whenever such an appointment is to a nonadjacent classification, the employee shall be placed laterally less one step. However, vacation, longevity and other benefits shall continue to be measured by the actual years of employment and not by the new step position.

ARTICLE XV. EVALUATIONS AND PERSONNEL FILE

Each employee shall receive an annual evaluation by his immediate supervisor or the Director of Facilities and Operations as to the satisfactory or unsatisfactory nature of his/her services. Said evaluation report shall be submitted to the Superintendent of

Schools within thirty (30) days of the close of the school year, and, following his/her review thereof, shall be filed in the employee's personnel file. The District may change the evaluation forms after consultation with the Union. Each employee may examine his/her personnel file, except for material of a confidential nature, at reasonable times during non-duty hours. He/she may copy nonconfidential matter at his/her own cost and expense and shall have the right to make written comments with respect to such to which it refers. Such inspections shall be limited to two (2) per school year.

ARTICLE XVI. SAFETY

It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Unsafe conditions should be reported in writing to the immediate supervisor who will, in turn, report the condition to the Director of Facilities and Operations with a copy to be sent to the Business Manager and to the Building Principal.

ARTICLE XVII. UNIFORMS

The District shall make every effort to furnish to the employees the appropriate sets of uniforms on or before September 1 of each year. All employees must wear the uniforms provided by the District.

ARTICLE XVIII. JURY DUTY

The District shall pay employees summoned to serve as jurors the difference between their regular rate of pay and their jury duty compensation. This shall be accomplished by employees returning their jury duty fees to the District, except for travel expenses and mileage fees.

ARTICLE XIX. PENSION

The District shall continue the present pension coverage pursuant to Section 75-g of the Retirement and Social Security Law, including option 41-j. For Tier I and II members, the District shall provide the pension benefits set forth in Section 75-I of the Retirement and Social Security Law.

ARTICLE XX. MISCELLANEOUS

A. In the event that the District assigns an employee to receive "in-service" training, said employee shall receive compensating time off from his/her regular duties and suffer no loss of pay while receiving such training.

B. Employees hired on or after July 1, 1988 may be required to use their privately-owned motor vehicles in the performance of their duties, provided that no use of a privately-owned motor vehicle may be required which would do damage to such vehicle. Such vehicles may be used only for the transportation of employees and their equipment from building to building within the District. Any employee who uses a privately-owned motor vehicle in the performance of his/her duties, whether voluntarily or involuntarily, shall be reimbursed at the rate established by the District for such use upon the submission of a signed voucher indicating the date, mileage, use, and person authorizing or requiring such use. Nothing contained herein shall be construed to discourage present members of the unit from voluntarily using their privately-owned vehicles.

C. No employee shall be required to work alone in a school building for a period of more than two (2) hours unless periodic checks are made as to his/her safety

and well-being not less frequently than once every two hours by other District personnel or District-employed security personnel.

D. No employee shall be required to undertake duties of a police nature in the event of a student or employee group disorder, but this provision is not to be construed to eliminate the employee's responsibility for the care and protection of school property from acts or neglects of those lawfully on the school premises.

E. Subject to the availability of space, the District shall provide a locker room in each building, with a locker for each employee.

F. No employee will be granted time off for Union business or training.

G. This agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.

H. This agreement shall constitute the full and complete commitment between the parties and may be altered or amended only through the voluntary mutual consent of both parties in a written and signed amendment.

I. If any provision of this agreement shall be found to be contrary to law, all other provisions will continue in full force and effect.

J. When new titles are created, the District shall notify the UPSEU representatives and shall meet and discuss these new titles.

K. A Labor Management Counsel shall be created to promote harmony and to discuss problems which do not involve and are not appropriate for collective bargaining. This council will be composed of two representatives of the Union and two representatives of the District and shall meet four times per year.

L. The parties agree that the provisions of this Agreement shall be administered so as to comply with the Americans With Disabilities Act (ADA) and any federal regulations and guidelines issued thereunder on a case-by-case basis.

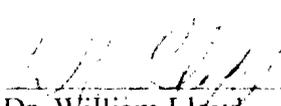
ARTICLE XXI. TAYLOR LAW NOTICE

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 BEEN GIVEN APPROVAL.

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

UNIONDALE UNION FREE
SCHOOL DISTRICT

By:


Dr. William Lloyd
Superintendent of Schools

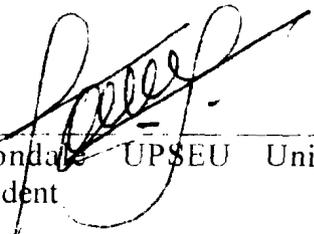
2/11/08

UNITED PUBLIC SERVICE
EMPLOYEES UNION

By:


KEVIN E. BOYLE, JR.
President, United Public
Service Employees Union

By:


Uniondale UPSEU Unit
President

APPENDIX "A"

1. Real Property Title and Mortgage Closings.
2. Income tax hearings required by the State, City or Federal governments.
3. Adoption hearings.
4. Court appearances.
5. Graduation exercise of employee, spouse or child.
6. Emergency hospital registration of family member.
7. Honors and awards ceremonies involving employee, spouse or child.
8. Emergency situations.

In addition to the above specified reasons, members of this unit shall be entitled to use one of their personal business days in each school year, provided that the school is not in session, for the observance of either:

- A. Holy Thursday, or
- B. Rosh Hashanah

It is intended, however, that such use shall be limited to those employees for whom such date is a religious holiday, or one of conscientious observance, but in no event may this entitlement be extended to more than ten (10%) percent of the members of this unit at one time. Where more than said number shall make application, priority shall be given on a seniority basis per building for Cleaners, Matrons and Custodians¹ and for all other personnel on a District basis.

¹The term "Custodian" shall be interpreted to include Head and Assistant Custodian.

APPENDIX "B"

During the term of this Agreement, the District shall pay the salaries contained in the schedules listed below.

1. The Shop Foreman shall receive an additional increment of \$1,000 per year, and the Head Painter shall receive an additional increment of \$200 per year.
2. Part-time personnel who are regularly employed shall be paid at the first five steps of their respective schedules and shall receive a proration of the other benefits for regularly employed personnel, including Leaves, Longevity and Vacations. Part-time employees regularly employed are defined as those regularly working twenty (20) hours or less per week, or four (4) hours or less per day.
3. An additional increment shall be paid to those employees regularly scheduled to do work after 7:00 p.m. at the rate of \$400 per year for full time and \$200 per year for part time employees; said increment to be paid pro-rata in each pay period.
4. The District reserves the right to withhold any increment for less than satisfactory service, but otherwise the step increments shall be automatic.
5. Longevity increments shall be paid at the discretion of the District upon the recommendation of the employee's supervisor for satisfactory service, in accordance with the following schedule:

Completion of ten (10) years of employment.....	\$300
Completion of fifteen (15) years of employment.....	\$350
Completion of twenty (20) years of employment.....	\$450

The aforesaid increments shall be cumulative and each is intended to be continued for each year thereafter.

6. Whenever the Head Custodian of an Elementary Junior High School is regularly assigned to supervise a staff of more than five other employees, including those assigned to work all shifts, but counting part-time employees as one-half for this purpose, he shall receive an additional increment of \$100 for such supervisory duties.
7. The District shall have the right to grant step credit to new employees for prior experience.

APPENDIX B
UNIONDALE UNION FREE SCHOOL DISTRICT
UNIONDALE, NEW YORK

2006 – 2007 SALARY SCHEDULE –CUSTODIAL STAFF – EFFECTIVE 7/1/06

<u>STEP</u>	<u>CLASS A</u>	<u>CLASS B</u>	<u>CLASS C</u>	<u>CLASS C-1</u>	<u>CLASS D</u>	<u>CLASS E</u>	<u>CLASS E-1</u>	<u>CLASS F</u>	<u>CLASS F-1</u>
1	39,756	41,286	42,087	45,580	46,650	44,221	44,319	45,913	49,311
2	40,657	42,187	42,997	46,496	47,562	45,121	45,322	46,917	50,215
3	41,559	43,089	43,891	47,385	48,454	46,025	46,330	47,927	51,118
4	42,465	44,000	44,798	48,296	49,359	46,927	47,331	48,921	52,017
5	43,374	44,907	45,705	49,205	50,266	47,839	48,339	49,926	52,922
6	44,275	45,802	46,610	50,106	51,168	48,739	49,339	50,931	53,827
7	45,186	46,714	47,511	51,008	52,075	49,634	51,077	52,679	54,730
8	46,086	47,616	48,411	51,909	52,975	50,544	52,088	53,681	55,633
9	46,985	48,518	49,320	52,816	53,883	51,445	53,090	54,689	56,539
10	47,895	49,417	50,231	53,725	54,794	52,351	54,095	55,701	57,451
11	48,791	50,325	51,127	54,623	55,683	53,254	55,103	56,691	58,342
12	49,692	51,235	52,035	55,531	56,593	54,157	56,156	57,742	59,248

CLASS A CLEANER, ATTENDANTS, STOCK ASSISTANT
CLASS B CUSTODIANS, BUS DRIVERS, GROUNDSKEEPERS
CLASS C MAINTENANCE HELPERS, POOL OPERATORS, RECREATION AIDE
CLASS C-1 HEAD CUSTODIANS – ELEMENTARY SCHOOLS
CLASS D HEAD CUSTODIANS – MIDDLE SCHOOLS
CLASS E ASSISTANT HEAD CUSTODIAN – SENIOR HIGH SCHOOL
CLASS E-1 MAINTENANCE PERSONNEL
CLASS F SENIOR MAINTAINER, SUPERVISORY GROUNDSKEEPER
CLASS F-1 HEAD CUSTODIAN – SENIOR HIGH SCHOOL

APPENDIX B
UNIONDALE UNION FREE SCHOOL DISTRICT
UNIONDALE, NEW YORK

2007 – 2008 SALARY SCHEDULE – CUSTODIAL STAFF – EFFECTIVE 7/1/07

<u>STEP</u>	<u>CLASS A</u>	<u>CLASS B</u>	<u>CLASS C</u>	<u>CLASS C-1</u>	<u>CLASS D</u>	<u>CLASS E</u>	<u>CLASS E-1</u>	<u>CLASS F</u>	<u>CLASS F-1</u>
1	41,147	42,731	43,560	47,175	48,283	45,769	45,870	47,520	51,037
2	42,080	43,664	44,502	48,123	49,227	46,700	46,908	48,550	51,973
3	43,014	44,597	45,427	49,043	50,150	47,636	47,952	49,604	52,907
4	43,951	45,540	46,366	49,986	51,087	48,569	48,988	50,633	53,838
5	44,892	46,479	47,305	50,927	52,025	49,513	50,031	51,673	54,774
6	45,825	47,405	48,241	51,860	52,959	50,445	51,066	52,714	55,711
7	46,768	48,349	49,174	52,793	53,898	51,371	52,865	54,523	56,646
8	47,690	49,283	50,105	53,726	54,829	52,313	53,911	55,560	57,580
9	48,629	50,216	51,046	54,665	55,769	53,246	54,948	56,603	58,518
10	49,571	51,147	51,989	55,605	56,712	54,183	55,988	57,651	59,462
11	50,499	52,086	52,916	56,535	57,632	55,118	57,032	58,675	60,384
12	51,431	53,028	53,856	57,475	58,574	56,052	58,121	59,763	61,322
13	52,363	53,970	54,796	58,415	59,516	56,986	59,210	60,851	61,260

CLASS A CLEANER, ATTENDANTS, STOCK ASSISTANT
CLASS B CUSTODIANS, BUS DRIVERS, GROUNDSKEEPERS
CLASS C MAINTENANCE HELPERS, POOL OPERATORS, RECREATION AIDE
CLASS C-1 HEAD CUSTODIANS – ELEMENTARY SCHOOLS
CLASS D HEAD CUSTODIANS – MIDDLE SCHOOLS
CLASS E ASSISTANT HEAD CUSTODIAN – SENIOR HIGH SCHOOL
CLASS E-1 MAINTENANCE PERSONNEL
CLASS F SENIOR MAINTAINER, SUPERVISORY GROUNDSKEEPER
CLASS F-1 HEAD CUSTODIAN – SENIOR HIGH SCHOOL

APPENDIX B
UNIONDALE UNION FREE SCHOOL DISTRICT
UNIONDALE, NEW YORK

2008 – 2009 SALARY SCHEDULE – CUSTODIAL STAFF – EFFECTIVE 7/1/08

<u>STEP</u>	<u>CLASS A</u>	<u>CLASS B</u>	<u>CLASS C</u>	<u>CLASS C-1</u>	<u>CLASS D</u>	<u>CLASS E</u>	<u>CLASS E-1</u>	<u>CLASS F</u>	<u>CLASS F-1</u>
1	42,587	44,227	45,085	48,826	49,973	47,371	47,475	49,183	52,823
2	43,553	45,192	46,060	49,807	50,950	48,335	48,550	50,259	53,792
3	44,519	46,158	47,017	50,760	51,905	49,303	49,630	51,340	54,759
4	45,489	47,134	47,989	51,736	52,875	50,269	50,703	52,405	55,722
5	46,463	48,106	48,961	52,709	53,846	51,246	51,782	53,482	56,691
6	47,429	49,064	49,929	53,675	54,813	52,211	52,853	54,559	57,661
7	48,405	50,041	50,895	54,641	55,784	53,169	54,715	56,431	58,629
8	49,368	51,008	51,859	55,606	56,748	54,144	55,798	57,505	59,595
9	50,331	51,974	52,833	56,578	57,721	55,110	56,871	58,584	60,566
10	51,306	52,937	53,809	57,551	58,697	56,079	57,948	59,669	61,543
11	52,266	53,909	54,768	58,514	59,649	57,047	59,028	60,729	62,497
12	53,231	54,884	55,741	59,487	60,624	58,014	60,155	61,855	63,468
13	54,196	55,859	56,714	60,460	61,599	58,981	61,282	62,981	64,439

CLASS A CLEANER, ATTENDANTS, STOCK ASSISTANT
CLASS B CUSTODIANS, BUS DRIVERS, GROUNDSKEEPERS
CLASS C MAINTENANCE HELPERS, POOL OPERATORS, RECREATION AIDE
CLASS C-1 HEAD CUSTODIANS – ELEMENTARY SCHOOLS
CLASS D HEAD CUSTODIANS – MIDDLE SCHOOLS
CLASS E ASSISTANT HEAD CUSTODIAN – SENIOR HIGH SCHOOL
CLASS E-1 MAINTENANCE PERSONNEL
CLASS F SENIOR MAINTAINER, SUPERVISORY GROUNDSKEEPER
CLASS F-1 HEAD CUSTODIAN – SENIOR HIGH SCHOOL

APPENDIX B
UNIONDALE UNION FREE SCHOOL DISTRICT
UNIONDALE, NEW YORK

2009 – 2010 SALARY SCHEDULE – CUSTODIAL STAFF – EFFECTIVE 7/1/09

<u>STEP</u>	<u>CLASS A</u>	<u>CLASS B</u>	<u>CLASS C</u>	<u>CLASS C-1</u>	<u>CLASS D</u>	<u>CLASS E</u>	<u>CLASS E-1</u>	<u>CLASS F</u>	<u>CLASS F-1</u>
1	44,078	45,775	46,663	50,535	51,722	49,029	49,137	50,904	54,672
2	45,077	46,774	47,672	51,550	52,733	50,027	50,249	52,018	55,675
3	46,077	47,774	48,663	52,537	53,722	51,029	51,367	53,137	56,676
4	47,081	48,784	49,669	53,547	54,726	52,028	52,478	54,239	57,672
5	48,089	49,790	50,675	54,554	55,731	53,040	53,594	55,354	58,675
6	49,089	50,781	51,677	55,554	56,731	54,038	54,703	56,469	59,679
7	50,099	51,792	52,676	56,553	57,736	55,030	56,630	58,406	60,681
8	51,096	52,793	53,674	57,552	58,734	56,039	57,751	59,518	61,681
9	52,093	53,793	54,682	58,558	59,741	57,039	58,861	60,634	62,686
10	53,102	54,790	55,692	59,565	60,751	58,042	59,976	61,757	63,697
11	54,095	55,796	56,685	60,562	61,737	59,044	61,094	62,855	64,684
12	55,094	56,805	57,692	61,569	62,746	60,044	62,260	64,020	65,689
13	56,093	57,814	58,699	62,576	63,755	61,045	63,427	65,185	66,694

CLASS A CLEANER, ATTENDANTS, STOCK ASSISTANT
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 CLASS F-1 HEAD CUSTODIAN – SENIOR HIGH SCHOOL

