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CUS / 4564

AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS

and the

BAY SHORE CUSTODIAL ASSOCIATION

of the

BAY SHORE UNION FREE SCHOOL DISTRICT

July 1, 2010 – June 30, 2015

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ARTICLE ONE – GENERAL PROVISIONS

SECTION I. CONTRACTUAL PROVISIONS

A. EFFECTIVENESS

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.

B. MAINTENANCE OF SERVICES/ "NO STRIKE" PLEDGE

The Association hereby affirms that it does not assert the right to strike against the District or any other unit of government, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike. The term "strike" as herein defined, means any strike or other concerted stoppage of work, "job action" or slow down.

C. LIMITATIONS

This Agreement contains the full substance of all agreements made by and between the parties hereto and, except as modified pursuant to the provisions of this Agreement, all terms and conditions of employment and grievance procedures for the employees of the Association and all other rules, regulations, procedures, policies and operations within the Bay Shore Union Free School District shall be and remain in full force and effect as from time to time established in the Administrative Manual of the Bay Shore Union Free School District, to the extent that they are not otherwise provided for in this Agreement.

D. TERM OF AGREEMENT

This Agreement shall take effect on July 1, 2010 and shall remain in full force and effect through June 30, 2015.

SECTION II. RECOGNITION

The District hereby recognizes the Association as the exclusive negotiating and bargaining agent for the operation and maintenance staffs in the negotiating unit as herein above defined for the purpose of negotiating provisions relating to terms and conditions of employment in accordance with the provisions of the Agreement and of the Public Employees' Fair Employment Act. This recognition shall extend during the period of this Agreement and any renewal thereof, or until

Any unit member from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing his/her objection in accordance with organization appeal procedures contained in a separate organizational document governing such appeals. The Bay Shore Custodial Association has submitted to the District, pursuant to Chapter 677 of the Laws of 1977 of the State of New York, a procedure providing for the processing of demands by members of the bargaining unit, for the return of that portion of the agency fee deduction, if any, which represents the employee's pro-rata share of expenditures by the Bay Shore Custodial Association in aid of activities or causes only incidentally related to negotiation of terms and/or conditions of employment. The Association represents that the aforementioned procedure shall not be changed contrary to the law.

The Bay Shore Custodial Association will supply, upon request of the District, the names of those Unit members who shall have the agency fee deducted from their salaries.

The Bay Shore Custodial Association shall indemnify the District on account of any recovery of refund obtained by such non-member of the Association against the District pursuant to this section.

SECTION II. OPENINGS

When openings occur on the custodial staff, announcement of such openings shall be posted for all members of the Unit. Announcement of all custodial civil service test received by the District shall be posted for all members of the Unit. Such notices shall also be sent to the President of the Unit, all Heads and Chiefs, and to the Maintenance shops. Members of the Association shall be given priority consideration for interviews when new positions become available.

ARTICLE THREE – MEMBER BENEFITS

SECTION I. NIGHT SHIFT EMPLOYMENT

In the interest of maintaining reasonable continuity within the composition of staffs assigned to responsibilities on both the day and night shifts, and in order to provide for reasonable stability in the staffing of the schools, it is agreed that whenever vacancies occur on the night shift, announcement of such vacancies shall specify that appointment shall be on the night shift. Such announcements shall also state that appointment to night shift vacancies establishes no preferential rights for transfer to day shift vacancies although night shift employees shall not be barred from an opportunity to apply for day shift positions.

D. TEMPORARY ADJUSTMENT

Whenever a member of the Association is appointed by the Superintendent of Schools to work either temporarily or permanently in a classification which has a higher salary schedule, such member shall receive a salary at least equal to the first step of such higher salary schedule during the time he/she works in that capacity. The District shall have full discretion in assigning a higher step on such schedule to reflect increased responsibility of the new position, or particular circumstance which may apply.

If the regular occupant of a position is unable to fulfill the responsibilities and duties of that position for a period in excess of 30 work days, then the back-up person, or other person assigned to carry out such responsibilities and duties, shall be given the salary adjustment as noted above for every day beyond the thirty days that the duties are performed so long as the position remains current, until the original appointee returns to duty or until another person is appointed to it.

E. ASSISTANTS AND OTHER SUPERVISORS

All school buildings will have an assistant to take charge of the building when the Chief or Head custodian thereof is on vacation, sick or absent for any other reason, and such assistants will receive an addition to their annual salary according to the schedule below:

Assistant to the Head Custodian of:	Amount:
Elementary Schools	\$1000
Day Shift – Middle & Senior High Schools	\$1400
Night Shift – Middle School	\$1500
Night Shift – Senior High School	\$1600
Assistant to Night Lead – Secondary Schools	\$800
Groundsman	\$1000

F. LAYOFFS OR EXCESSING OF PERSONNEL

All layoffs will be in accordance with Article 75 of the Civil Service law and the rules and regulations of the Suffolk County Department of Civil Service in effect at the time of such layoffs.

G. SUSPENSION

It is agreed by the District and the Association that in the event that charges under Article 75 of the Civil Service law are filed against a member of the Unit, the maximum period of suspension with pay shall be no more than five months or one hundred work days for members of the Unit unless any delays beyond that point have been occasioned through failure of the District to

To be eligible for reimbursement, the member of the Unit must make application to the Superintendent of Schools or his designee and provide:

- (1) Proof that a report was filed with the police;
- (2) Proof that the damage did occur on school parking facilities;
- (3) At least (2) estimates for the damage repairs;
- (4) Independent verification from one's insurance agent or broker disclosing whatever personal insurance is available. The District will only reimburse a claim for the amount not covered by the Unit member's own insurance and up to a cap of \$500 per incident of auto vandalism while properly parked in the designated parking area. The Superintendent or his designee and the President of the Association or designee, in conjunction with each other, shall accept or reject each application and shall determine the amount of money to be awarded.

Upon completion of the school year, the monies not expended shall be returned to the District General Fund and a new fund of \$3,000 shall be established on July 1. It is understood that the \$3,000 is an aggregate, not per claim amount.

SECTION V. HEALTH AND DENTAL PLANS

A. HEALTH INSURANCE

The District shall pay the cost of making the "NYSHIP" (Empire Plan) or equivalent, available to each full time member of the Unit where such NYSHIP coverage is not available under the member's spouse's coverage according to the following schedule. Coverage will be either individual or family coverage as provided under the carrier's standards. For all members of the unit who already have spouse-based coverage in such plan, the member shall be paid annually the sum of \$750 in accordance with the last paragraph in this section. Such coverage shall continue to be provided by the District for members of the Unit who retire from the District and from Civil Service employment with the required number of years of service.

Active Employees -The parties agree that the District shall assume 85% of the family or individual premium for those unit members covered under the District's health insurance program. Effective July 1, 2014, the District shall assume 84% of the family or individual premium for those unit members covered under the District's health insurance plan.

In determining such equivalent programs as noted above, members of the Unit shall have the option of having the premium amounts established under the NYSHIP applied to HIP of Greater NY.

D. VISION CARE AND EYE EXAMINATIONS

Annually, up to a maximum of \$100 will be allowed to each full-time member of the unit for a personal, medical eye examination and/or prescriptive vision care or combination thereof, contingent upon presentation of a receipt or other proof of the medical visit or prescription eye wear. If it is not fully used in any given fiscal year, this monetary benefit is lost and is not carried forward nor added to the following year's benefits.

SECTION VI. GRIEVANCE PROCEDURE

A. SCOPE

In the interest of resolving any disputes which may arise with reference to the interpretation or application of any specific provision of this agreement, a two-stage grievance procedure shall be established to help in solving such problems.

B. FIRST PROCEDURAL STAGE

Within five calendar days after the employee knew or reasonably should have known of the problem, the grievant shall discuss the grievance with his/her immediate supervisor and provide a specific statement of the problem and a specific recommendation for a solution.

If the matter in dispute cannot be solved at that stage, then the grievant shall present the matter to his/her building principal, using a grievance record form which calls for specification of the contract provision in question and provides for specification for statement of a specific remedy.

C. SECOND PROCEDURAL STAGE

At a meeting scheduled by the principal or his/her designee within ten calendar days after the above, the grievant shall present his grievance to his/her building principal or his/her designee and the immediate supervisor shall also have an opportunity to present any related information.

Within thirty calendar days after the above meeting, the building principal and/or his/her designee shall present a written recommendation for solution to the grievant and to his/her immediate supervisor.

D. THIRD PROCEDURAL STAGE

If resolution of the dispute is not reached at that point, then within ten calendar days after the above, the grievant shall present all of the records with respect to the grievance, including the written report of the building principal and the grievance record forms to the Human Resources Office. That Office shall arrange for calling in a grievance review board composed of the

C. VACATION

Members of the Unit shall be entitled to vacation time in the amount and according to the schedules set forth below:

Length of Service	Vacation Period	Accrual Rate
First year after 2 months		1 day/month
2 years up to 5 years	10 working days	.83 days/month
Over 5 years	15 working days	1.25 days/month
Over 10 years	20 working days	1.66 days/month
Over 20 years	25 working days	2.08 days/month

Vacation should be scheduled sufficiently in advance so that the prior approval of both the immediate supervisor and the administrator in charge may be obtained.

It is understood that such scheduling will not interfere with the educational program of the District or of the particular school building affected. When a separating employee plans to use accrued vacation time following his last actual work day, a substitute or replacement will be appointed unless the District is unable to employ such a person.

D. VACATION COMPUTATION

During the first two calendar months following initial employment, no vacation time is accrued. Thereafter each member of the Unit shall accrue vacation time at the rate which applies to his/her appointment as set forth in the clause titled, "Vacation." For new employees, no vacation time may be taken until after the probationary period has been completed and until after the first day in July. For example, a twelve month initial appointee from January 1, would accrue four days' vacation between January 1 and June 30. Such days could be taken after July 1 with appropriate approval. While members of a night crew are on vacation, Heads or Chiefs have the option to transfer their duties to the day crew for completion in order to balance workload.

SECTION IX. LEAVES

A. JURY DUTY

Civil Service personnel are not exempt from jury duty. The Board of Education encourages the Civil Service Staff to participate when called, if such absence will not unduly affect the operation of the school district, and guarantees full pay for all days served. In those cases where members of the Unit not on the regular day shift are required to serve on jury duty, they shall not be required to work on that day.

accumulated sick leave up to 200 days shall be paid in a lump sum, at the then current salary rate, upon termination of employment in accordance with the percentage ratios shown below.

Excluded from the computation of days described above for payment upon separation shall be any days (after July 1, 1979) on which the employee was on Workers' Compensation and receiving per diem income from that agency.

In the event that extended sick leave is granted under District discretion as from time to time provided in District established policy on the matter, payment for such days of extended (unearned) sick leave shall be considered a charge against the days computed for payment for unused sick leave at time of retirement unless otherwise repaid to the District. Thus in the event that a member of the Unit exhausts all cumulative sick leave, and the District approves granting of extended sick leave beyond the accumulated amount, shall be carried as a charge against future accumulation until such time as the over-use has been balanced. Such charge shall not be used to bar members from using accumulated sick leave as required, but shall only be a bar to future accumulation until the deficit has been made up. This provision shall apply subsequent to the effective date of this Agreement.

All sick leave accumulated on July 1, 1988 shall be computed at 100% of the current daily rate at time of retirement. Thereafter, beginning with the 1988-89 school year, payment for cumulative sick leave at time of retirement will be made at the following percentage of the number of days of cumulative sick leave times the then current daily rate.

Years of Service	Payment
After 10 years of service	50%
After 15 years of service	75%
After 20 years of service	100%

Such payment shall be paid to the estate or designated beneficiary of the deceased.

The number of days of entitlement shall be reduced for each day by which the employee fails to notify the District of his/her intent to retire which is less than 60 days; or less than 20 if he/she intends to separate for reasons other than retirement. Only the work days during the expected notice periods shall be subtracted in the computation. This paragraph shall not apply in those cases where the retirement or other termination is occasioned by circumstances deemed by the District to be emergency in nature such as hospitalization, or other grave circumstances.

D. DISABILITY

An employee who is disabled through either a job related or non-job related (non-permanent disability) accident or illness may be required to perform limited duties commensurate with his/her ability. Such decision shall be made upon the combined advice of the employee's

SECTION XVIII. WAGES

A. SALARIES

The District and the Association agree that the salaries of operation, and maintenance personnel covered by this Agreement shall be paid in accordance with the schedules which are attached hereto and made part hereof and marked Appendix. Payments in accordance therewith shall be made biweekly as developed in the yearly payroll schedule by the payroll processor or BOCES. These salary schedules shall apply to custodian association members hired after July 1, 1996. The following shall be in the increases in the custodial contract years:

Year 1-	2%
Year 2-	3.25%
Year 3-	3.25%
Year 4-	3.25%
Year 5-	3%

B. LONGEVITY INCREMENTS

In recognition of long term service to the District, longevity increments shall be granted according to the following schedule:

Years of Service	Amount
After 10 years	\$1150
After 15 years	\$1400
After 20 years	\$1650
After 25 years	\$2150

Longevity increments will be granted on July 1 following the anniversary date of employment. Service must be consecutive and uninterrupted years of employment in the District, except that sick leave, child care leave or military service leave shall not be considered as interrupting such service.

In computing service for individuals with part-time assignments, such part-time assignments shall be pro-rated in determining full time years of service.

Longevity increments normally are permanent additions to salary. However, should an employee's performance be judged unsatisfactory, all or part of a longevity increment may be withheld or withdrawn. During any year in which a member of the Unit shall have been absent without leave or on suspension without pay, and the question of such suspension or absence was not resolved to the benefit of the individual, such year of service shall not be counted towards longevity for purposes of longevity increment. Thus if an individual were on suspension without

2010-11 CUSTODIANS' SALARY SCHEDULE (2.00%)

	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
						HD GRNDM		S.D. INVEST.
						MS,SHS HD	CHIEF	DATA CONT.
STEP	COURIER*	CUST WORKER	NTSHFT** CUST WKR	NIGHT CUST SUPVISOR	ELEMNT HD CUST	MNT,AVT	SUPV	SUPV
								NTWK COM
1	33,523	37,523	41,275	47,517	56,141	58,810	64,838	76,595
2	35,389	39,389	43,328	49,709	57,472	60,141	66,168	77,925
3	37,250	41,250	45,375	51,906	58,799	61,471	67,499	79,255
4	39,108	43,108	47,419	54,099	60,128	62,800	68,829	80,585
5	40,964	44,964	49,460	56,294	61,459	64,129	70,157	81,914
6	43,162	47,162	51,878	58,485	62,788	65,456	71,484	83,240
7	45,364	49,364	54,300	60,681	64,121	66,787	72,814	84,568
8	47,234	51,234	56,357	62,874	65,456	68,108	74,136	85,892
9	49,096	53,096	58,406	65,069	66,787	69,439	75,466	87,222
10	50,947	54,947	60,442	67,264	68,108	70,771	76,798	88,555
11	53,079	57,079	62,787		69,439	72,101	78,128	89,884

* Column 1 calculated by deducting \$4,000 from column 2.

** Column 3 includes 10% night differential based upon an 8 hour shift.

2011-12 CUSTODIANS' SALARY SCHEDULE (3.25%)

	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
						HD GRNDM		S.D. INVEST.
						MS,SHS HD	CHIEF	DATA CONT.
STEP	COURIER*	CUST WORKER	NTSHFT** CUST WKR	NIGHT CUST SUPVISOR	ELEMNT HD CUST	MNT,AVT *	SUPV	SUPV
								NTWK COM
1	34,742	38,742	42,616	49,061	57,966	60,721	66,945	79,084
2	36,669	40,669	44,736	51,325	59,340	62,096	68,318	80,458
3	38,591	42,591	46,850	53,593	60,710	63,469	69,693	81,831
4	40,509	44,509	48,960	55,857	62,082	64,841	71,066	83,204
5	42,425	46,425	51,068	58,124	63,456	66,213	72,437	84,576
6	44,695	48,695	53,565	60,386	64,829	67,583	73,807	85,945
7	46,968	50,968	56,065	62,653	66,205	68,958	75,180	87,316
8	48,899	52,899	58,189	64,917	67,583	70,322	76,545	88,683
9	50,822	54,822	60,304	67,184	68,958	71,696	77,919	90,057
10	52,733	56,733	62,406	69,450	70,322	73,071	79,294	91,433
11	54,934	58,934	64,827		71,696	74,444	80,667	92,805

* Column 1 calculated by deducting \$4,000 from column 2.

** Column 3 includes 10% night differential based upon an 8 hour shift.

2014-15 CUSTODIANS' SALARY SCHEDULE (3.00%)

	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
						HD GRNDM MS,SHS HD MNT,AVT	CHIEF SUPV	S.D. INVEST. DATA CONT. SUPV NTWK COM
<u>STEP</u>	<u>COURIER*</u>	<u>CUST WORKER</u>	<u>NTSHFT** CUST WKR</u>	<u>NIGHT CUST SUPVISOR</u>	<u>ELEMNT HD CUST</u>			
1	38,540	42,540	46,794	53,870	63,649	66,674	73,508	86,837
2	40,657	44,657	49,123	56,356	65,158	68,184	75,015	88,346
3	42,766	46,766	51,443	58,847	66,662	69,692	76,526	89,854
4	44,874	48,874	53,761	61,332	68,168	71,198	78,034	91,361
5	46,977	50,977	56,075	63,822	69,676	72,705	79,539	92,868
6	49,469	53,469	58,816	66,306	71,184	74,208	81,043	94,371
7	51,964	55,964	61,560	68,795	72,696	75,718	82,550	95,877
8	54,085	58,085	63,894	71,281	74,208	77,216	84,050	97,377
9	56,197	60,197	66,217	73,770	75,718	78,725	85,558	98,886
10	58,295	62,295	68,525	76,258	77,216	80,235	87,068	100,397
11	60,712	64,712	71,183		78,725	81,742	88,576	101,903

* Column 1 calculated by deducting \$4,000 from column 2.

** Column 3 includes 10% night differential based upon an 8 hour shift.

