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#### **Contract Database Metadata Elements**

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**COLLECTIVE BARGAINING AGREEMENT  
SAYVILLE UNION FREE SCHOOL DISTRICT**

**- with -**

**UNITED PUBLIC SERVICE EMPLOYEES UNION  
Custodial and Maintenance Employees**

July 1, 2011 - June 30, 2015

55 People

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4/20/2016

AGREEMENT made and entered into this     day of November 2013 between the SAYVILLE UNION FREE SCHOOL DISTRICT (hereinafter referred to as the “District”) and United Public Service Employees Union, 3555 Veterans Memorial Highway, Ronkonkoma, N.Y. 11779 (hereinafter referred to as the “Union”).

**W I T N E S S E T H:**

WHEREAS, the District, pursuant to a Public Employment Relations Board certification, has recognized the Union as the collective bargaining representative of its custodial and maintenance employees as set forth in the above-mentioned certification for the purpose of collective negotiations and the settlement of grievances; and

WHEREAS, pursuant to said certification, and the Union's request for negotiations and its submission of written proposals for contract terms and conditions, the parties met and negotiated collectively in good faith over the wages, hours and other terms and conditions of employment in the unit of employees referred to above, and have reached certain understandings which they desire to confirm in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

**ARTICLE I. RECOGNITION**

A.     The District recognizes the Union, pursuant to the Public Employment Relations Board certification, as the sole and exclusive bargaining agent for all its permanent full- and part-time custodial and maintenance employees, excluding those employees identified as confidential and/or managerial.

B.     The Union shall have the right to exclusive recognition during the term of this Agreement.

**ARTICLE II. PAYROLL DEDUCTIONS AND DIRECT DEPOSIT**

A.     Dues Deductions

1.     The District agrees to deduct from the wages of the employees covered by this Agreement, each month, the regular dues for membership required by the Union, provided that those employees have individually and voluntarily authorized the District in writing to make such deductions. The authorization form shall be prepared and distributed by the Union. By submitting the authorization form, the member waives all rights and claim for the money deducted and transmitted and relieves the District from any liability therefor. An agency fee shall be deducted from the salaries of nonmembers who are regularly employed by the District for three (3) or more hours per day, provided the Union notifies the District of the amount and

certifies that it is in compliance with Civil Service Law Section 208. Dues deductions shall be forwarded to the Secretary-Treasurer of the Union within fifteen (15) days of such deductions.

2. An employee who is not scheduled to work during the summer may authorize dues for the two summer months to be deducted from wages paid in the preceding June. Unless notified otherwise, the amount deducted for the two summer months shall total twice the amount deducted for the month of June.

3. In the event that earnings for any period are insufficient to cover the amount due, whether dues or agency fee, payment for such dues shall be made by the employee directly to the Union.

4. Deductions authorized by an employee shall continue as authorized unless and until he/she notifies the District of his/her desire to discontinue or change such authorization. Notification of discontinuance of deductions shall be in writing, in duplicate, signed by the employee and submitted to the District; and, on receipt of same, the District shall immediately forward one copy to the Union. The discontinuance of dues deductions shall take effect on the payroll date nearest sixty (60) days from the date notice of discontinuance is received from the employee. The rights of the Union and the employee under this Article shall be in conformity and consistent with the requirements of Section 93(b) of the Municipal Law and Chapter 392 of the Laws of New York, 1967. If an employee discontinues his/her dues deduction, he/she shall have an agency fee deduction, if regularly employed for three (3) or more hours.

B. Upon written request to the District, semi-monthly salary deductions will be made for U.S. Savings Bonds, the Teachers Federal Credit Union and tax-sheltered annuities, provided these are in equal installments and on a September to June basis. By submitting the authorization form, the employee waives all rights and claims for the money deducted and relieves the District from any liability therefor.

C. The Union shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability, including but not limited to counsel fees, that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Article.

D. All unit members hired on or after July 1, 2013 shall be paid via direct deposit.

### **ARTICLE III. PERSONNEL FILES**

Upon twenty-four (24) hours' notice to the Personnel Office, an employee shall have the right to examine his/her personnel file, excluding confidential material.

**ARTICLE IV. WAGES**

A. 1. The wages for all employees as of the date of signing of this Agreement or to be hired thereafter shall be as set forth in Appendix “A” to this Agreement.

Unit members’ salaries will be increased as follows:

a. 2011-2012 - 0.00% on base and differentials effective July 1, 2011.

b. 2012-2013 – 0.00% on base and differentials effective July 1, 2012. Full time employees on top step shall receive a one-time off salary schedule payment of One Thousand Two-Hundred Dollars (\$1,200). Employees working less than a full 8 hour day shall have this amount pro-rated.

c. 2013-2014 - Base wage and differentials to increase by 1.5%.

d. 2014-2015 - Base wage and differentials to increase by 1.5%.

2. Effective July 1, 2013 a new step 10 will be added at \$1,000 more than step 9.

3. Effective July 1, 2014 a new step 11 will be added at \$1,000 more than step 10.

Years of Service Commencing	2011-2012	2012-2013	2013-2014	2014-2015
10 or more years of service	1,575	1,725	1,875	2,025
15 or more years of service	1,725	1,875	2,025	2,175
20 or more years of service	1,925	2,075	2,225	2,375

These sums are not cumulative.(Part-timers shall be prorated.) Payment shall be made in the last paycheck of the school year by separate paycheck.

B. The District shall negotiate with the Union the salary schedule for any new position (classification) within this unit as established by the District.

C. The District will grant tenure to an employee who is classified as full-time salaried labor or noncompetitive or part-time labor or noncompetitive who is regularly employed twenty (20) or more hours per week upon the determination of the District that he/she has performed his/her duties in a satisfactory manner during a six (6)-month probationary period beginning with the first date of regular employment for that position. The District, at its option, may extend the probationary period of any employee an additional six (6) months. A second probationary period for a new position will be twenty-six (26) weeks if the person previously

completed an initial probationary period of either six (6) or twelve (12) months. Part-time probationary service of less than six (6) months immediately preceding a full-time appointment will be credited toward the full-time six (6)-month probationary term on a pro rata basis. In the event that an employee has not completed an initial six (6)-month probationary term before being appointed to a second probationary term, the second probationary term will be thirteen (13) weeks plus the remaining portion of the initial six (6)-month probationary term.

D. Part-time custodians will remain on step until they complete the equivalent of one full year of service on that step. For example a 50 percent part-time custodian would remain on step for two years until such time as he/she has completed one full year of service. When the equivalent of one full year of service has been completed, the part-time custodian will move to the next step on his /her anniversary date.

## **ARTICLE V. INSURANCE**

### **A. Retirement**

The District agrees to provide the 75I retirement benefit plan for bargaining unit employees under the New York State Employees Retirement System.

### **B. Extended Death Benefit Plan**

The District shall continue the additional benefit No. 3 under New York State Employees Retirement System consistent with the statutes governing said retirement system. (This is the additional death benefit providing a minimum death benefit of three times the annual rate of pay to a maximum of \$20,000.00).

### **C. Health Insurance.**

Retirees will contribute a flat dollar amount equal to the amount they were paying in their final year of employment.

#### **1. Health Insurance Plan**

The Health Insurance Plan includes the Suffolk School Employees Health Plan or H.M.O. Plans now in effect in the Sayville School District. However, the District may exercise its right to revert back to the Empire Plan or another plan that provides comparable or better benefits than the Suffolk Schools Employees Health Plan. However, the District agrees to give the Union advance notice regarding the change in insurance carriers.

#### **2. Health Insurance Declination**

Each January 1, a full time unit employee may decline either family or individual health insurance coverage for one year. On the anniversary date of this declination, the employee will receive a bonus equal to one half (1/2) the amount the Board saved as a result of

that declination, but in no event shall such bonus exceed Two Thousand Three Hundred (\$2,300.00) Dollars for declining family health and One Thousand (\$1000.00) Dollars for declining individual health coverage.

3. Health Insurance includes the Suffolk School Employees Health Plan or HMO now in effect in the Sayville School District, Empire Plan or comparable or better plan selected by the District.

(a) During the 2011-2012 school year, the District's share of the cost for health insurance for individuals shall be eighty-five percent (85%) percent of the Suffolk School Employees Health Plan (or any other plan implemented). The District's share of the cost for health insurance for family coverage shall be eighty-five (85%) percent of the Suffolk School Employees Health Plan (or any other plan implemented), but the District shall not pay for family coverage for any unit member who is covered by a similar plan by any other employer, including the District, or carrier. Such individual may opt for individual coverage or decline such coverage under Section 2 above. Any additional sums which may be required for H.M.O. shall be paid by the unit member. A unit member with family or individual coverage shall contribute fifteen percent (15.0%) percent annually toward family or individual health insurance coverage and the District shall pay the balance.

(b) The provisions of paragraph (a) shall continue to apply in subsequent years of the agreement except the contribution rates shall be as follows for individual and family premiums:

2012-2013 – The District shall contribute eighty-five percent (85%) towards the cost for health insurance and the employee shall contribute fifteen percent (15%) towards the cost

2013-2014- The District shall contribute eight-five percent (85%) towards the cost for health insurance and the employee shall contribute fifteen percent (15%) towards the cost.

2014-2015 - The District shall contribute eighty-two and one half percent (82.5%) towards the cost for health insurance and the employee shall contribute seventeen and one half percent (17.5%)

4. The District's share of health insurance costs shall be prorated for regular part time employees who obtain eligibility for such insurance.

5. Retirees will contribute a flat dollar amount equal to the amount they were paying in their final year of employment.



6. Eligible employees shall receive a written contract from the District setting forth their retiree health insurance benefits.

D. Dental, Optical and Life

Effective July 1, 2011 the District shall contribute up to Nine Hundred and Five Dollars (\$905.00) annually toward dental, optical and life insurance for all regularly employed full-time employees who participate in such program

Effective July 1, 2013, the District shall contribute up to Nine Hundred Seventy Seven Dollars (\$977.00) annually toward dental, optical and life insurance for all regularly employed full-time employees who participate in such program.

Effective July 1, 2014, the District shall contribute up to One Thousand and Thirteen Dollars (\$1,013.00) annually toward dental, optical and life insurance for all regularly employed full-time employees who participate in such program.

E. Disability Insurance

Effective January 1, 2012<sup>9</sup> the District shall provide full time employees with the New York State School Districts Life Insurance Trust (Policy #677506) with the Hartford Insurance Company.

## **ARTICLE VI. WORKERS' COMPENSATION**

A. Employees injured on the job under an approved Workers' Compensation claim are to be paid full salary during the disability without loss of sick leave, as long as Workers' Compensation weekly benefits are in effect and the District shall receive the weekly benefits paid to the employee by the insurance carrier.

B. Salary payments to injured employees covered under Workers' Compensation salary payments shall not continue beyond six months from the date of injury, except that each specific case shall be evaluated by the District at said termination date. The District, in its discretion, may extend said salary payments beyond said termination date on such terms and conditions as it deems just and proper and shall further periodically review and evaluate each specific case.

Notwithstanding the foregoing, if an employee indicates that he/she will be absent for more than three months, the District has the right to send the employee for a medical examination to determine the employees' fitness to return to work. The doctor shall be a physician specializing in the area in the employees' illness and shall be a participating doctor in the SSHEP. After three months the District may discontinue full salary payments if the employee remains out of work as a result of the injuries suffered in the work related absence.

However, if the doctor determines that the employee is unable to return to work to perform his/her normal job duties, the District shall continue full salary payments for no more than three additional months (except as set forth above) of a Workers' Compensation related absence, retroactive to the date that salary payments were suspended. Nothing herein shall prevent an employee whose salary payments are suspended from utilizing his/her accrued sick leave prior to his/her first scheduled visit to the SSHEP doctor.

C. The District may require a doctor's note verifying incapacity to work in fifteen (15) day intervals before it pays the difference between workers' compensation and regular salary.

## **ARTICLE VII. MANAGEMENT RIGHTS**

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

B. The Union recognizes the right of the District and the Administration to direct and control management policies subject to the obligations of the Agreement. Employees will cooperate with management in conformity with the obligations of the Agreement to facilitate effective operation.

C. All usual and normal administrative functions and responsibilities of the employer shall be reserved to the Board of Education, except where specifically limited by any provisions of this Agreement.

D. In addition to the foregoing, the Union recognizes that the District retains the responsibility and right of management of its business affairs and property, including, the right to assign, supervise, direct, and transfer (within shift and classification) the working forces; to plan, control, increase, decrease, transfer, discontinue operations, to hire, and promote employees; to increase or decrease the working force.

## **ARTICLE VIII. WRITTEN BOARD POLICY**

Officially written, approved and sanctioned Board of Education policy substantially affecting the terms and conditions of employment will not be changed without first negotiating with the Union.

## **ARTICLE IX. STRIKES AND LOCKOUTS**

During the term of this Agreement the Union and its members collectively agree that they shall not engage in any work stoppage or strike. The District agrees not to lock out its employees during the term of this Agreement.

## ARTICLE X. LAYOFF, DISPLACEMENT AND RECALL ORDER

In the absence of any applicable state, county or civil service laws, rules or regulations, the following shall apply. It is understood and agreed that in the event of conflict between the following and any state, county or civil service laws, rules or regulations, that such law, rule or regulation shall apply.

The seniority order as defined herein shall be solely for this purpose and shall not be applicable to or used for other purposes.

### A Custodial-Maintenance Layoff, Displacement and Recall Order

1. In the event of a layoff probationary employees and then part-time employees shall be on layoff prior to placing permanent full-time employees on layoff.
2. In the event a layoff occurs in the competitive class, a person who has greater continuous permanent full-time equivalent service may bump an employee in the labor class with lesser continuous permanent full-time equivalent service.
3. In the event a layoff occurs in the noncompetitive class, a person who has greater continuous permanent full-time equivalent service may bump an employee in the labor class with lesser continuous permanent full-time equivalent service.
4. In the event a layoff occurs within the full-time staff in the labor class, such layoff shall be in reverse order of seniority among full-time labor class employees (i.e., the person with the least continuous permanent full-time equivalent service shall be the first to be laid off). A full-time labor class employee who has greater continuous permanent full-time equivalent service may bump a part-time labor class employee with lesser continuous permanent full-time equivalent service.
5. In the event a layoff occurs within the part-time staff in the labor class, such layoff shall be in reverse order of seniority among part-time labor class employees (i.e., the person with the least continuous permanent part-time service shall be the first to be laid off).
6. Persons laid off or reduced in grade due to abolition of positions shall be placed on a preferred recall list for a maximum period of four years from the effective date of the layoff or reduction in grade. Preferred recall lists will be maintained for each job title. Persons on the preferred recall list will receive first offers of reemployment in order of seniority when permanent vacancies occur in the job title previously held (i.e., the person with the greatest continuous permanent service in the job title will be recalled first). Persons recalled must be able and willing to accept reemployment within fourteen (14) days of written notification of recall by the District. Failure of the employee to accept reemployment within fourteen (14) days of written recall notice shall waive all reemployment rights with the District. It shall be the responsibility of the employee to notify the District of any change in address.

## **ARTICLE XI. GRIEVANCE PROCEDURE**

Any and all disputes covering the written terms and conditions of this Agreement shall be processed and resolved in the following manner:

In submitting a grievance, the employee is to identify the specific contract section which he/she alleges has been violated.

Any individual who is involved in a dispute as described above will in the first instance try to resolve same with his/her immediate supervisor. Discussion on same shall be conducted as quickly as operations permit within the school day. The names of the designated Shop Steward and Shop Chairperson shall be certified by a letter from the Union.

A. Grievances under this procedure shall be initiated either by the Union Shop Steward or the Superintendent of Schools.

B. Any unresolved grievance initiated by the Union shall in the first instance be presented in writing to the Superintendent of Buildings and Grounds. Said supervisor shall render his/her determination covering the grievance within five (5) working days after the presentation of this grievance.

C. If the matter has not been resolved to the satisfaction of the Union by virtue of the supervisor's decision, the Union may then file the grievance, in writing, with the Personnel Administrator within five (5) working days after the supervisor's decision. The grievance shall then immediately be taken up by the Personnel Administrator, together with the employee and the Union Shop Steward concerned and a decision shall be rendered within ten (10) working days after receipt of the written grievance.

D. If the grievance has not been satisfactorily resolved at the second stage, the matter shall then be referred within five (5) working days after the Personnel Administrator's determination to a Joint Union-Management Grievance Committee consisting of the Personnel Administrator, the Assistant Superintendent for Business, the appropriate Union Shop Chairperson, and a delegate designated by the Union. The Joint Committee shall, within fifteen (15) working days of receipt of the written grievance, render its decision.

E. If the grievance has not been satisfactorily resolved at the Joint Committee level, the matter shall then be submitted by the Committee, within five (5) days after its decision, to the Board of Education or to a Committee thereof, which shall, within thirty (30) days after receipt of the written grievance, render its decision which shall be final and binding on all parties.

F. In the case of a grievance initiated by the Superintendent, the grievance procedure shall commence at the Joint Union-Management Grievance Committee stage of the above-stated procedure.

G. The custodial and maintenance employees may designate a maximum of one (1) Shop Steward, one of whom shall be designated Shop Chairperson and shall be recognized by the District as such for the purpose of settling grievances.

H. Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved party to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

I. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance procedure, provided, however, that nothing contained herein shall deprive any employee of any legal rights which he/she presently enjoys.

## **ARTICLE XII. WORKWEEK**

A. The normal workweek for all regular full-time custodial and maintenance employees covered by this Agreement shall be five (5) days, Monday through Friday inclusive, consisting of forty (40) hours per week on the basis of eight (8) hours per day, exclusive of lunch. The workweek shall not extend past 7:00 A.M. on Saturday.

The normal workweek for all regular light-duty custodial employees (10 months) covered by this Agreement shall be five (5) days, Monday through Friday inclusive, consisting of thirty-five (35) hours per week on the basis of seven (7) hours per day, exclusive of lunch, effective September 1, 1977.

B. The described employees shall work in any of the following shifts:

1. day shift
2. day/evening shift
3. evening shift
4. night shift

## **ARTICLE XIII. OVERTIME**

A. All overtime shall be assigned by job classification on a rotating nondiscriminatory basis, in each building, and then District-wide, unless the employer determines that a particular employee with special skill is needed.

B. Overtime, Monday through Saturday, shall be paid at the rate of time and one-half (1-1/2) and shall be computed on a daily and weekly basis. However, overtime shall not be pyramided, and no employee shall receive both daily and weekly overtime for the same hours worked.

- C. All work performed on Sunday shall be paid at the rate of double time.
- D. The present practice covering the date of payment of overtime shall be continued.

#### **ARTICLE XIV. EMERGENCY WORK**

A It is hereby agreed that the Union and its members shall extend full cooperation to promptly remedy an emergency.

B. When an employee is called to perform work in an emergency, he/she shall be paid at the maximum rate of time and one-half (1-1/2) his/her own hourly rate of pay for such work unless the emergency work time occurs during a Sunday or a designated holiday, and in such event the employee will be paid the maximum of double time his/her own hourly rate of pay for all hours worked on Sunday or a designated holiday. There shall be no "overtime" on "overtime" pay.

C. When an employee is called to perform work in an emergency, the employee shall be guaranteed at least four (4) hours of such work, one (1) hour of which shall be deemed travel time from and to the employee's residence unless his/her regular shift would commence before the expiration of the four (4) hours and in such event he/she shall be guaranteed only the number of hours preceding the commencement of his/her assigned shift.

D. The determination of the existence of an emergency shall be made by the Superintendent of Buildings and Grounds. In general, it shall relate to work required due to emergency conditions which occur outside normal working hours when the employee has not otherwise been asked to come in at a specific time. Where notice of an alert is given in advance, a subsequent request for an early arrival at the job site would not be considered an emergency.

E. In the event schools are closed resulting in the teaching staff not reporting to work or being sent home early, unit members shall receive compensatory time (at straight time) for the hours worked (while other personnel are not present). Unit members shall receive this benefit no more than one time each school year. Such compensatory time may be taken upon mutual agreement between the employee and the District and shall be taken on a non-school day by December 31 of the following school year. Any unit member who fails to report for work on a snow day (when school is not in session) shall be required to bring in a doctor's note indicating that the employee was absent for a medical reason.

**ARTICLE XV. HOLIDAY AND WEEKEND BUILDING CHECKS**

A. Normal Procedure

The District shall determine when and where building checks will be performed. Building checks not otherwise covered by Article XIV shall be paid in accordance with paragraph B below.

B. Personnel employed to check the buildings as described above will be paid at the maximum rate of time and one-half (1-1/2) for Saturdays and holidays, and double time for Sundays. Overtime rates of pay are based on the assumption the employee has performed or been credited with forty (40) hours of work service or pay in the week in which he/she conducts the building check.

C. 1. At such times during the aforementioned days, the time allotted for building checks paid by the District shall be based on the following:

Elementary Schools	1 hour
Former Jr. High School	1 hour
Middle School	1-1/2 hours
Senior High School	1-1/2 hours

2. Except where valid reasons can be shown for exceeding the time allotted, payment shall be restricted to the designated time.

3. If repairs are necessary, the head custodian or his/her designee conducting the check who continues work and effects such repairs shall continue to be paid for his time spent at the rate of pay indicated above. The article pertaining to emergency work shall not apply to said employee.

D. Whenever the schools are in use on holidays or weekends and custodial coverage is necessary, such coverage shall constitute a building check and shall be the responsibility of the man on duty. Determination of the need for a separate building check will be made by the Superintendent of Buildings and Grounds, or his/her designee.

**ARTICLE XVI. HIGHER JOB CLASSIFICATION**

A. An employee who is expressly designated in writing by the Personnel Administrator to perform work at a higher paying job classification for a period of time exceeding four (4) consecutive days shall receive compensation at the rate of pay of such higher job classification at his/her comparable step commencing with the first consecutive day in which he/she serves in said position, provided the performance in such position carries equivalent responsibility and is clearly of a quality commensurate therewith.

B. The above would not include work so designated due to absent employees being on a scheduled vacation.

## **ARTICLE XVII. NOTICES OF PROMOTIONS**

Notices of all full time positions within the unit shall be posted for five (5) days and all employees shall be entitled to bid on same.

## **ARTICLE XVIII. HOLIDAYS**

A. 1. There shall be fifteen (15) guaranteed holidays for all full-time twelve (12)-month employees.

2. Part-time employees shall have New Years Day (effective July 1, 2007), Thanksgiving Day, the day after Thanksgiving and Christmas Day as paid holidays.

B. When work is required and performed on designated holidays, compensation shall be at double time rate, above the pay received for the holiday. Where possible, prior notice will be given where work is scheduled on a holiday. If a holiday occurs on an employee's vacation day, he/she will be allowed an additional day's vacation.

C. The holidays provided for in this Agreement shall be posted on bulletin boards in a conspicuous place.

## **ARTICLE XIX. VACATIONS**

A. 1. Full-time (12-month)-employees shall receive the following vacations:

<u>Length of Service</u>	<u>Vacation</u>
After 6 months	1 week
1 to 5 years	2 weeks
5 to 10 years	3 weeks
10 years	4 weeks
11 years and beyond	4 weeks*

\*Plus one (1) day for each year of service beyond 10 years to a maximum of five (5) weeks.

In computing vacation time, length of service is to be measured as of June 30th prior to the time when the vacation will be taken.

2. Each employee will submit his/her requests for a specific vacation time to the Superintendent of Buildings and Grounds no later than April 1st. In considering employee requests for vacation scheduling, seniority will be honored to the extent that the operating needs of the school permit. The Superintendent of Buildings and Grounds will notify the employees by May 1st of the vacation schedule. Any employee who wishes to request a change in the vacation



schedule is to so notify the Superintendent of Buildings and Grounds no later than May 15th. The Superintendent of Buildings and Grounds will review such requests and try to accommodate them. In the event that the Superintendent of Buildings and Grounds and the employee cannot agree on a requested change, the employee will have the privilege of requesting the Assistant Superintendent of Business to review the matter.

3. An employee whose employment is terminated other than for just cause prior to June 30th will receive vacation pay, prorated by months worked, in lieu of vacation.

B. Regular light-duty custodial workers (10-month) commence work on September 1st and their services are concluded on June 30 of the following year. Vacations consist of regularly scheduled school recesses -- Christmas, Winter and Easter, as well as other holidays when school is closed.

## **ARTICLE XX. VISITATION**

A. The Union, through its representatives, shall have the right to visit schools in the District.

B. The Union shall, prior to visiting the District, notify and obtain the permission of the Superintendent, or his/her designee, of the time and place of the prospective visit. The Superintendent will not unreasonably withhold permission.

C. The Union representative shall at all times confine his/her visits to Union business and at no time shall he/she interrupt services or disrupt the functioning of the District.

## **ARTICLE XXI. FOUL WEATHER CLOTHING**

A. The District shall provide foul weather clothing for the use of custodial and maintenance employees who are required to perform work outdoors in inclement weather. Title to said clothing shall be vested in the District.

B. The District shall provide a winter weight jacket for groundsmen and maintenance men who are required to perform work outdoors. Title to said clothing shall be vested in the District.

## **ARTICLE XXII. ANNUAL LEAVE DAYS**

A. Employees shall be allowed full pay during absence on account of personal leave, personal illness or illness in the immediate family as follows.

1. Full-time regular twelve (12)-month employees -- up to fifteen (15) days per year, cumulative to one hundred ninety (190) days. Up to three (3) days per year may be used for personal leave.

2. Full-time regular ten (10)-month employees -- up to thirteen (13) days per year, cumulative to one hundred fifty (150) days. Up to three (3) days per year may be used for personal leave.

3. Part-time hourly twelve (12)-month employees -- up to fourteen (14) days of regular assigned hours per year cumulative to one hundred (100) days. Up to two (2) days per year may be used for personal leave.

4. Part-time hourly ten (10)-month employees -- up to twelve (12) days of regularly assigned hours per year cumulative to eighty (80) days. Up to two (2) days per year may be used for personal leave.

The immediate family is defined as parents, parents-in-law, spouse, children, brother, sister, brother-in-law, sister-in-law, guardian, grandchildren or grandparent. Such absence will require oral approval followed by written notice upon return to work.

In the fall of each year the District will notify employees of their accumulated sick leave.

The reason for the personal day shall, upon request, be orally stated to the Personnel Administrator. Requests for such absence must be approved in writing forty-eight (48) hours in advance of the leave. Such requests shall not unreasonably be denied. The following stipulations also shall apply:

No approval will be granted for days immediately preceding or following a vacation period or holiday unless the absence is clearly beyond the control of the employee; and

The Administration shall have the right, in its discretion, to limit the number of employees absent on any given day in the best interest of the School District.

B. Bereavement Leave

Absence for death in the immediate family as defined in paragraph "A" immediately above, shall be granted with no loss of pay to employees and shall not be charged against their leave credit. Such absences will require oral approval followed by written notice upon return to work.

Each bereavement shall be treated on an incident basis.

C. Jury Duty

Employees who are legally required to serve on Jury Duty shall receive their regular pay and shall return the Jury Duty allowance to the District. The mileage allowance will be retained by the employee.

D. One-Year Leave

Upon thirty (30) days' written notice to the District, an employee may apply for a leave of absence of up to one (1) year. The application for the leave shall specify the requested length of time for the leave. Said leave shall be in lieu of the former maternity leave.

## **ARTICLE XXIII. RETIREMENT**

A. Full time employees who permanently retire shall be paid One Hundred and Six Dollars (\$106.00) per day for each day of unused accumulated leave time.

B. In order to be eligible for the benefits contained in this Article XXIII, an employee shall have served at least ten (10) years with the District as of his/her retirement date and also shall provide the District with at least two (2) months' written notice of his/her intention to retire. Notice shall be waived when the employee retires because of illness. A doctor's note may be requested by the District to verify illness. This paragraph shall expire effective June 30, 2014.

C. Effective July 1, 2014, in order to be eligible for the benefits contained in this Article XXIII, an employee shall have served at least ten (10) years with the District as of his/her retirement date and also shall provide the District with at least six (6) months' written notice of his/her intention to retire. Notice shall be waived when the employee retires because of his/her serious illness or the serious illness of the employee's immediate family (defined herein as child, spouse or parent). A doctor's note may be requested by the District to verify illness.

D. Deferred Compensation Plan

1. It is agreed that the District shall continue to participate in an eligible deferred compensation plan as described under Internal Revenue Code Section 457(b).
2. The parties agree that the purpose of this agreement is to lawfully maximize the tax sheltering benefits of members of the UPSEU who are retiring in from the District.
3. No Cash Option - No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
4. Separation Incentive - All payments due under this Article XXIII of the collective bargaining agreement between the School District and the UPSEU shall be made

as an Employer Non-elective Contribution to the 403(b) account of each covered employee in accordance with the terms and conditions of this Agreement and Article XXIII of the collective bargaining agreement. The Employer Non-Elective Contribution in the calendar year of retirement shall be made within 30 days immediately following the members' effective date of separation from the district.

5. Contribution Limitations - In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.
6. In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be contributed to the Employee's 403(b) by January 15th of the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and by January 15th of each subsequent year for up to five (5) years after the year of the Employee's employment severance, or until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.
7. 403(b) Accounts Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the UPSEU endorsed 403(b) program.
8. This agreement shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the UPSEU and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

9. The UPSEU acknowledges that the District has made no representation to it or its members as to the position of the Internal Revenue Service (IRS) regarding the tax-deferred status of these contributions or as to the position of the New York State Employees' Retirement System (ERS) regarding whether these contributions will be included in the member's final average salary (FAS). The parties agree that in the event the implementation of part or all of this non-elective 403(b) plan is deemed contrary to law or regulation, the UPSEU shall hold harmless the District for any and all costs, fees, penalties and losses incurred as a result of the implementation of this program.
10. Any unit member opening a new account outside of the Preferred Provider Program shall be responsible for any and all administrative fees associated with that particular account. (Current employees with existing accounts shall not be charged for the existing account).
11. Effective July 1, 2013 any unit member opening a new account outside of the Preferred Provider Program shall be responsible for any and all administrative fees associated with that particular account. (Current employees with existing accounts shall not be charged for the existing account).

#### **ARTICLE XXIV. PHYSICAL EXAMINATIONS**

Physical examinations required by the District, including X-rays at the discretion of the examining school physician, shall be paid by the District.

#### **ARTICLE XXV. BREAKS**

All full-time employees shall receive two (2) ten (10)-minute coffee breaks per shift.

All part-time employees shall receive one (1) ten (10)-minute coffee breaks per shift.

#### **ARTICLE XXVI. CIVIL SERVICE LAW ARTICLE SECTION 75**

In the event charges are filed by the District against an employee under Civil Service Law Section 75 and the employee is suspended from duty, such employee shall not receive pay pending the final disposition of the case unless the District's actions cause a delay in the disposition of the case. In the event the charges are not sustained, the employee may receive a back pay award.

**ARTICLE XXVII. MISCELLANEOUS**

A. Article XIV, Civil Service Law

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. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

C. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be deemed part of the established policies of the Board.

D. Any individual agreement or contract between the District and unit employees shall be subject to and consistent with the terms and conditions of this Agreement.

E. If any provision of this Agreement or any application thereof shall be contrary to law, then such provision or application shall not be deemed valid and binding except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. Employees may discuss matters of general interest which are nonnegotiable subjects with representatives of the District.

**ARTICLE XXVIII. DURATION**

This Agreement shall be effective as of July 1, 2011 and shall continue through June 30, 2015.

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

UNITED PUBLIC SERVICE EMPLOYEES  
UNION

SAYVILLE UNION FREE SCHOOL  
DISTRICT

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

By: \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Chief Shop Steward

**APPENDIX "A"**

**CUSTODIAL SALARY SCHEDULE**

Step	0 2011-12	0 2012-13	1.0150 2013-14	1.0150 2014-15
1	53,708	53,708	54,514	55,332
2	54,913	54,913	55,737	56,573
3	56,116	56,116	56,958	57,812
4	57,321	57,321	58,181	59,054
5	58,523	58,523	59,401	60,292
6	60,028	60,028	60,928	61,842
7	61,534	61,534	62,457	63,394
8	63,039	63,039	63,985	64,945
9	64,544	64,544	65,512	66,495
10	-	-	66,512	67,510
11	-	-	-	68,510

Step advancement shall occur on the employee's anniversary date.

## Differentials

All amounts are annual amounts above custodial worker on same step.

Position	2011-12	2012-13	2013-14	2014-15
Chief Custodian	7,858	7,858	7,976	8,096
Head Custodian	6,678	6,678	6,778	6,880
Grd/Maint Forman	7,858	7,858	7,976	8,096
Maintenance Mechanic	6,678	6,678	6,778	6,880
Shift Lead Person	2,348	2,348	2,383	2,419
Third Shift	1,260	1,260	1,279	1,298
Evening Shift	1,143	1,143	1,160	1,177
Split Day/Evening Shift	713	713	724	735
Regular Full Time Pool				
Assig	1,045	1,045	1,061	1,077

## Light-Duty Custodial Worker (10-Months)\*

Step	7/1/11- 6/30/12	7/1/12- 6/30/13	7/1/13- 6/30/14	7/1/14- 6/30/15
0	0	0	1.0150	1.0150
1	31,342	31,342	31,812	32,289
2	32,546	32,546	33,034	33,530
3	33,750	33,750	34,256	34,770

Wage increases shall be determined annually pursuant to the terms set forth in Article IV of the agreement

\* Period of service to be from September 1 to June 30. Service not required during school vacations and on specified holidays.

## Part-Time Custodial Workers (Hourly Rate)

Step	7/1/11- 6/30/12	7/1/12- 6/30/13*	7/1/13- 6/30/14	7/1/14- 6/30/15
Hourly Rate	18.58	18.58	18.86	19.14
Step 2	19.24	19.24	19.53	19.82
Step 3	19.97	20.41	* 20.72	21.03



\* Part-time custodial workers shall not receive the off salary payment of \$1,200 in the 2012-13 school year. For individuals on the step 3 of this schedule, the hourly rate in 2012-2013 shall be increased by 2.22% in lieu of such payment.

Wage increases shall be determined annually pursuant to the terms set forth in Article IV of the agreement.

Hiring rate for part-time custodial workers shall be twenty-five (\$.25) cents per hour under permanent rate for the first ninety (90) days of regularly appointed employment.