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Title: **Oceanside Union Free School District and Oceanside Buildings and Grounds Department, United Public Service Employees Union (UPSEU) (2013)**

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

Union: **Oceanside Buildings and Grounds Department, United Public Service Employees Union (UPSEU)**

Local:

Effective Date: **07/01/2013**

Expiration Date: **06/30/2016**

PERB ID Number: **5832**

Unit Size:

Number of Pages: **27**

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AGREEMENT

Between the

OCEANSIDE UNION
FREE SCHOOL DISTRICT
Town of Hempstead, Nassau County

And the

UNITED PUBLIC SERVICE
EMPLOYEES UNION

Oceanside Custodial Unit

JULY 1, 2013 – JUNE 30, 2016

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ARTICLE I - RECOGNITION

Section 1

- A. The United Public Service Employees' Union shall hereinafter be referred to as the "Union."
- B. The Superintendent of Schools of the Oceanside Union Free School District shall hereinafter be referred to as the "Superintendent."

Section 2

- A. The District recognizes the Union as the sole and exclusive bargaining agent during the period of implementation of this Agreement for all personnel in the Buildings and Grounds Department of the Oceanside Union Free School District, except the Director of Facilities (i.e., Superintendent of Buildings and Grounds) and other District supervisory personnel.
- B. The term "custodial employees" shall mean the employees under the jurisdiction of the Buildings and Grounds Department.

Section 3

Nothing in this section shall preclude presentation of views, in writing, by any individual.

ARTICLE II - NEGOTIATIONS PROCEDURES

Section 1

- A. The Union agrees to submit its proposed terms and conditions of employment to be negotiated for the period following expiration of the Agreement, in writing, no later than December 1, 2015.
- B. The District shall submit its proposals in writing to the Union no later than December 1, 2015.
- C. The negotiating team for the Custodial Unit shall be limited to five (5) members.
- D. At the second meeting of the parties, the parties shall exchange their complete and entire packages of items for negotiations, and shall agree not to add new issues unless by mutual consent.
- E. The first meeting, and all subsequent meetings, shall be called at times mutually agreed upon by the parties.
- F. The parties shall continue to meet until an understanding is reached on the issues or until an impasse is reached.

- G. Meetings shall be limited to three (3) hours, unless the parties mutually agree to suspend this rule.
- H. During the period of negotiations and prior to reaching either an agreement or an impasse, reports of the proceedings of the negotiations shall not be released to the public news media unless such release has the prior approval of both parties.
- I. Grievances shall not interrupt, interfere with, nor delay the process of negotiations.
- J. The District shall make available to the Union for inspection, upon request, all pertinent records of the District regarding salaries and benefits for employees covered by this Agreement.
- K. Agreement shall be reduced to written form and signed by the Superintendent of Schools and the President of the Union.

ARTICLE III - WORKING CONDITIONS

Section 1

It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Such hazardous situations should be reported to the immediate supervisor who will, in turn, report this condition to the Director of Facilities and to the building principal.

Section 2

No employee may be ordered to drive any vehicle which has not passed the annual State inspection.

Section 3

No employee shall be directed to use his/her personal car for school business.

Section 4

Upright clothing lockers shall be made available for use by custodial employees to change clothes and store personal belongings.

Section 5

- A. There shall be forty (40) regular working hours per week for custodial and maintenance personnel, exclusive of lunch. The hours of work for the evening shift shall be from 3:00 p.m. to midnight.
- B. The District shall have a Monday through Friday workweek schedule for employees covered by this Agreement with the following exceptions:

- 1) Districtwide Security Personnel - The District shall have the right to develop their schedule and workweek outside of the Monday through Friday restriction.
- 2) Two (2) cleaners at School #7, two (2) cleaners at School #9, and one (1) or two (2) cleaners at School #6 shall work Monday, Tuesday, Wednesday, Thursday, and Saturday. Employees shall be selected for these positions using the following steps:
 - a) Volunteers shall be solicited Districtwide.
 - b) In the absence of volunteers, the two (2) least senior cleaners from School #7, the two (2) least senior cleaners from School #9, and the one (1) or two (2) least senior cleaners from School #6 shall be assigned to these positions on the basis of seniority.
 - c) As new cleaners are hired at School #7, School #9 and School #6, they shall be assigned to Saturday work to replace the existing cleaners, in their respective schools, provided the existing cleaners assigned to Saturday work choose to resume a Monday to Friday work schedule.
 - d) All vacancies within the custodial unit shall be filled in accordance with Article V of this Agreement entitled, "Promotions, Transfers, Reassignments." After the requirements of Article V of Article V have been satisfied, and if a vacancy still exists at Schools #2, #3, #4, #5, and #8, the right of first refusal shall be given to School#6, #7, and #9 Saturday personnel, based on seniority, prior to hiring new personnel.

If there are no events scheduled on Saturday, those employees who are normally scheduled to work on Saturday will work on Friday that week, with prior notification to the Director of Facilities. Notification will be given for the school year with one exception: during the summer months, when needed, Saturday staff will be assigned.

- C. Deductions from pay for tardiness shall be made on the basis of supervisor's reports of such time lost. Such deductions shall be at the straight time rate for the time involved.
- D. There shall be lunch periods of one (1) hour designated by the Head Custodian or his assistant in charge, approximately in the middle of each schedule, provided, however, that at no time shall the building be left without adequate custodial coverage.
- E. An appropriate area or room shall be made available for night custodial employees to eat their evening meal.
- F. Beginning July, 2013, all employees in this Unit, with the exception of security guards, will have summer hours beginning July 1st which will end the Friday before the blackout period. Building coverage shall be maintained at all times during the summer. Summer hours will be seven and one-half (7-1/2) hours, including a thirty (30) minute lunch and a thirty (30) minute break. The thirty (30) minute break and thirty (30) minute lunch may not be combined and must be at separate times during the day. No employee will be involuntarily removed from day shift or night shift during the summer.

Section 6

There shall be no changes in working hours or lunch periods, once established, without the express approval of the Director of Facilities.

Section 7

Employees shall have one coffee break per day, not to exceed fifteen (15) minutes, except during the summer schedule, when the 30-minute break will be permitted. The time of the break shall be established by the Director of Facilities.

Section 8

No person shall work in a position of higher classification on a temporary basis in excess of ten (10) days unless properly compensated. Such compensation shall be granted immediately following ten (10) consecutive working days or twenty-five (25) days in any school year, and shall be reduced immediately following the return of the employee to his or her proper position.

Section 9

Providing that the Civil Service Commission has a listing of qualified personnel available for employment, no person shall be employed by the District in a custodial capacity who is not qualified under applicable Civil Service laws and regulations.

Section 10

Annual vacation allowances shall be computed from July 1 or the start of full-time employment, whichever occurs later, on the following basis:

- A. Persons with no less than one (1) month of service by June 30 of any year shall earn vacation at the rate of one (1) day per month not to exceed ten (10) days per year.
- B. Effective 7/1/02, all employees with three (3) or more years of service in the District shall receive one (1) additional day for each year of service, not to exceed twenty (20) days in any one year. Such additional days shall be credited and available at the beginning of the fiscal year following their third year anniversary. For example, an employee hired February 1, 2000 will have his or her third-year anniversary on February 1, 2003, and will start receiving the additional day on July 1, 2003.
- C. All employees shall be required to take vacations before December 31 following the fiscal year in which the vacation was earned, with the following exception:

All employees may carry over up to two (2) weeks and use it by June 30th following the fiscal year in which it was earned, at the discretion of the Director of Facilities. Any vacation, taken under any circumstances, must have the prior approval of the Director of Facilities.

- D. All vacation dates are subject to the approval of the Director of Facilities.
- E. Any employee who had a personal (or vacation) day scheduled on a snow day does not lose any days in his/her personal (or vacation) day bank nor does he/she get an additional day off. Any employee who calls in sick on a snow day shall be charged for a sick day and will not get an additional day off. Where an employee is out sick the workday prior to the snow day, he/she would then not be charged for a sick day on the snow day.
- F. Vacation request forms will be distributed to employees each year no later than February 1st. Employees must submit their requests for the following year no later than March 1st. Assuming all employees at the building level respond by March 1st, employees in that building will receive a response by April 1st. If the entire building has not met this timeline, vacation schedules and approvals cannot be determined for anyone in that building.

Section 11

- A. If a contractual holiday should occur during a vacation period, such vacation shall be extended one (1) day.
- B. If a starting date for full-time employment occurs on or prior to the 15th of the month, a full day of vacation shall be credited for that month. If a starting date is after the 15th, there shall be no vacation credited for that month. The same principle shall be applied to computing vacation for the last month of employment preceding termination. Earned vacation time shall be paid to employees whose employment has terminated, as a cash settlement in lieu of time off, no later than the second pay day following termination.
- C. Effective December 5, 2013, all employees appointed before February 1 shall have as their anniversary date the July 1 following their appointment. All new hires who begin work after February 1st of a school year will receive their step increase the second July following their date of hire.

Section 12

- A. If a payday falls within a vacation period, the employee shall receive any salary normally paid during that vacation period prior to going on vacation. In order to receive a vacation check in accordance with this Section, an employee must submit his or her request to the Director of Facilities one (1) month prior to the commencement of the vacation.

The only exception to this procedure is as follows: The District shall not issue any vacation checks in June for vacation to be taken in July.

- B. If schools are declared closed for any memorial event, custodial employees shall be granted a day off. However, the day off may not necessarily be the same day of school closing.

Section 13

Effective December 5, 2013, all employees appointed before February 1 shall have as their anniversary date the July 1 following their appointment. Employees hired after February 1st will receive their step increase the second July following their date of hire.

Section 14

All employees will sign in at the beginning of their shift and sign out at the end of their shift.

ARTICLE IV - GRIEVANCE PROCEDURES

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

Section 1 - Definitions

- A. A grievance is a complaint by an employee concerning the effect, interpretation, application, or violation of this Agreement, except that the term "grievance does not apply to a request for any change in any of the terms of provisions of their Agreement nor to any matter as to which a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law.
- B. **Employee** is any employee covered by this Agreement.
- C. **Days** are working school days.
- D. **Aggrieved** is the employee filing a grievance.
- E. **Supervisor** is the person to whom the aggrieved is directly responsible.

Section 2 - Procedures

- A. Stage I
An employee may present a grievance in writing to his/her supervisor within ten (10) days following the act or condition which is the basis of the grievance. The supervisor shall respond to the grievance, in writing, within five (5) days.

If the immediate supervisor of the aggrieved is the Director of Facilities, omit Stage II and proceed directly to Stage III.

- B. Stage II
Within five (5) days of the decision of the supervisor, the aggrieved may appeal the decision to the Director of Facilities.

The Director of Facilities, within five (5) days of the receipt of the appeal, shall meet and confer with the aggrieved and the supervisor with a view to arriving to a wholly satisfactory resolution of the grievance.

The Director of Facilities shall communicate his/her decision, in writing, to the parties

within five (5) days of the conference.

C. Stage III

Within five (5) days of the decision of the Director of Facilities, the aggrieved may appeal the decision to the Assistant Superintendent for Business.

The Assistant Superintendent, within five (5) days of the receipt of the appeal, shall meet and confer with the aggrieved and the Director of Facilities with a view to arriving at a mutually satisfactory resolution of the grievance.

The Assistant Superintendent shall communicate his/her decision, in writing, to the parties within five (5) days of the conference.

D. Stage IV

Within five (5) days of the decision of the Assistant Superintendent, the aggrieved may appeal the decision to the Superintendent of Schools.

The Superintendent, within five (5) days of the receipt of the appeal, shall meet and confer with the aggrieved and the Assistant Superintendent with a view to arriving at a mutually satisfactory resolution of the grievance.

The Superintendent shall communicate his/her decision, in writing, to the parties within five (5) days of the conference.

E. Stage V

Within five (5) days of the decision of the superintendent, the aggrieved may make a written request to the Superintendent for advisory arbitration. The request shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved. The arbitrator shall be a person selected by the New York State Public Relations Board. The Assistant Superintendent shall furnish the arbitrator copies of all documents and papers concerning the grievance.

The arbitrator shall convene all parties concerned within a reasonable time of his/her selection and shall provide the parties the opportunity to present oral and written statements concerning the grievance.

The arbitrator shall issue his/her advisory opinion not later than thirty (30) days from the date of the closing of the hearings.

The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decision:

- 1) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.
- 2) Limiting or interfering in any way with the powers, duties and responsibilities of the Board under its bylaws, applicable law, and rules and regulations having the force and effect of law.

The Superintendent shall communicate his/her decision concerning acceptance of the arbitrator's recommendation, in writing, to the aggrieved within five (5) days of receipt of the arbitrator's written opinion.

F. Stage VI

If the Superintendent or the aggrieved does not accept the opinion of the arbitrator, the aggrieved may appeal to the Board within five (5) days after he/she has received the decision of the Superintendent.

The Board, within fifteen (15) days of receipt of the appeal shall conduct a hearing on the grievance.

The Board shall communicate its decision, in writing, to the aggrieved and to the Superintendent within thirty (30) days of the hearing.

Section 3 - Rules and Regulations

- A. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any employee from presenting and processing a grievance through the procedures provided in this Article.
- B. An employee shall have the right to be represented at any stage of these procedures by the Union or a person of his/her choice.
- C. Copies of all documents submitted as evidence in these procedures shall be made available to the parties to these procedures.
- D. Where an employee is not represented by the Union at Stages III, IV, and V of these procedures, a Union representative may be present to state his views on the grievance. Copies of documents submitted as evidence at these stages shall be made available to the Union upon request.
- E. Failure at any stage of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next stage. Failure at any stage of this procedure to appeal a grievance to the next stage within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- F. The time limits specified in any step of this procedure may be extended, or shortened, in any specific instance, by mutual agreement.
- G. Records of grievance procedures shall not be made a part of an employee's personnel file.
- H. Appeals of decisions shall be in writing, shall set forth specifically in what manner the decision is erroneous and the remedy desired, and shall state the name of the employee's representative, if any.

- I. Notice of a conference to be held at any of the stages of these proceedings shall be sent to all parties to the proceedings of that stage, including the employee's representative, if any.
- J. The grievance stated in writing at Stage I shall not be changed, altered, or modified at any subsequent stage of these procedures.
- K. An employee may present oral and written statements concerning his grievance at any stage of these procedures.
- L. Decisions rendered during any stage of these procedures shall be issued to all parties to the proceedings of that stage, including the employee's representative, if any.
- M. The parties shall share equally the expense of the arbitrator.
- N. Decisions of the Superintendent at Stages III and IV, and decisions of the Board at Stage V shall affect all other employees similarly situated.

ARTICLE V - PROMOTIONS, TRANSFERS, REASSIGNMENTS

- A. Notice of vacancies for higher paying positions or promotional opportunities within the Custodial Unit, shall be posted on appropriate bulletin boards in each building. In filling such positions, if in the opinion of the Administration, all factors are considered equal, preference shall be given to presently employed employees on the basis of seniority.
- B. Recognizing that the right to transfer is a managerial prerogative, in the absence of qualified volunteers, transfers shall be made on the basis of years of service to the District; normally those lowest in service shall be reassigned first.

The District may transfer any Buildings and Grounds employee providing the following conditions have first been met:

- 1) There must be two (2) written complaints from school district supervisory personnel pertaining to the individual's work habits, attendance, or misconduct. School district supervisory personnel shall include Superintendent, assistant superintendents, principals, Director of Music/Art, Director of Athletics, Director of Community Activities, head custodians, Director of Facilities and Supervisor of Operations.
 - 2) The District shall notify the Union of the complaints and the Union shall be provided with copies of the complaints and an opportunity to discuss the issue with the Director of Facilities prior to the determination of the transfer.
- C. Employees who desire a transfer from their current assignment shall submit their names for entry on a list to be maintained in the Buildings and Grounds office semi-annually. They shall be notified in seniority order when vacancies or open positions occur within the Custodial Unit.

- D. Once a transfer or reassignment is made, the employee requesting the transfer shall not resubmit his/her name for a period of one (1) year.
- E. When the District is notified by Civil Service that an employee has passed the Custodian's test, the District shall begin the legal process in an attempt to upgrade the employee to the position of custodian. This paragraph shall become null and void after the Nassau County Civil Service Custodian Exam #2011 is exhausted.

ARTICLE VI - PROTECTION OF CUSTODIAL EMPLOYEE

Section 1

- A. All employees who are appointed from a Civil Service list are afforded the protection of Section 75 of the Civil Service Law.
- B. All employees who are on staff prior to 7/1/99, not appointed from a Civil Service list shall receive all privileges afforded under Section 75C of the Civil Service Law after one (1) year of employment.
- C. Employees who begin work on or after 7/1/99, not appointed from a Civil Service List, shall receive all privileges afforded under Section 75C of the Civil Service Law after five (5) years of employment.

"All" shall mean non-competitive and labor class employees (Grounds, Maintenance, Cleaners, and Security).

- D. When an employee is disciplined, the Unit President shall be notified in writing.

Section 2

- A. Seniority shall be based on the date of commencement of full-time employment in the District, effective on the date of Board appointment.
- B. If layoffs become necessary, provisional and probationary employees within the District shall be laid off before any permanent employees shall lose any time. If, after all provisional and probationary employees have been laid off, other reductions in the work force are necessary; the employer shall lay off in accordance with the principles of seniority within the District. The last person hired shall be the first person laid off and the last person laid off shall be the first person rehired.
- C. Before hiring any new employees, the available work must first be offered to employees on lay-off by sending a written notice to the employee by registered or certified mail, return receipt requested, directing him/her to return to work at a date and time not less than seven (7) days from the date of the mailing of such notice.

Section 3

Custodial employees shall be required to report all cases of assault suffered by them and/or civil actions filed against them in connection with their employment to the Superintendent. The Superintendent shall acknowledge receipt of such report within three (3) days.

Section 4

The District shall establish a fund in the amount of eight hundred (\$800) dollars at the beginning of each school year to be used to reimburse employees who have suffered loss or damage to personal property as a result of their employment.

ARTICLE VII - ON-THE-JOB INJURIES

A. WORKMEN'S COMPENSATION AND EFFECT ON SICK LEAVE - If time is lost from work due to injury received on the job, salary or wages shall continue as per Article IX section 7B. However, the District is entitled to full reimbursement by the insurance carrier for wages paid during the period of absence. Such reimbursement will be claimed on Form C-107, Request for Reimbursement, (the District must file this form by law and may not waive its entitlement to reimbursement). The employee will be required to verify wages paid during his/her absence by signing the C-107 form.

If absence is two (2) weeks (ten working days) or less, the District shall receive reimbursement only for working days in excess of the first five, in which case the employee's sick leave shall be charged for these five (5) days. If the absence exceeds two (2) weeks (ten working days), the District shall receive reimbursement for all days including the first five. NOTE: Claim Form C-107 requests the same amount a person would receive in compensation; namely two-thirds (2/3) salary up to a maximum of ninety-five (\$95) dollars. If an individual receives a scheduled award as the result of permanent injury or impairment, the District must receive the balance of salary paid from such sum. No special action is required, other than filing a C-107 for this money. The number of sick days re-credited to the custodian's sick leave bank upon District reimbursement from Workmen's Compensation shall be pro-rated based on the reimbursement.

The daily amount refunded to the District from Workmen's Compensation shall be compared with the custodian's daily wage during the period of absence and the amount of sick days returned to the custodian shall be a fraction of those sick days used based on the following formula:

Daily Wage received from Worker's Compensation	divided by	Daily Wage earned by employee while out of service	multiplied by	Number of sick days used
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The above formula will be used for all claims filed after December 14, 1991.

For all claims filed between July 1, 1991 and December 14, 1991, the District will reimburse the custodian based on the following:

The above formula will be used to determine the number of sick days and then the District will reimburse the custodian at the midpoint between the days from the above formula and 100% of the days used by the custodian.

B. The District will adjust sick days following a settled claim within thirty (30) business days.

ARTICLE VIII HEALTH INSURANCE, LIFE INSURANCE, WELFARE FUND

Section 1

The District shall furnish health insurance as defined in the rules of the New York State Health Insurance Program to all regular, full-time employees covered by this Agreement. The District's contribution toward the total premium for the plan in which the employee is a member shall be as follows:

- eighty-four (84%) percent of the total premium effective July 1, 2013
- eighty-three (83%) percent of the total premium effective July 1, 2014
- eighty-two (82%) percent of the total premium effective July 1, 2015

Effective July 1, 1999, an employee who has been the enrollee for individual coverage, or a combination of individual and family coverage, in a District-provided health insurance program for four (4) consecutive years, may discontinue his or her enrollment. In such event, the District will annually pay the employee the sum of one thousand (\$1000) dollars as additional salary.

An employee, who has been the enrollee for a family coverage in a District-provided health insurance program for four (4) consecutive years, may discontinue his or her enrollment. In such event, the District will annually pay the employee the sum of two thousand (\$2000) dollars in additional salary.

An employee, who has been the enrollee for family coverage in a District-provided health insurance program for four (4) consecutive years, may switch to individual coverage. In such event, the District will annually pay the employee the sum of one thousand (\$1000) dollars in additional salary.

The salary in each case shall be paid in the last payroll of the year. The enrollee must make application for such salary by May 1 of the preceding school year on a form to be provided by the District.

In the event the employee requests re-enrollment in the District-provided health insurance program, the amount of additional salary will be pro-rated accordingly. Any enrollment into, or withdrawal from, coverage shall be subject to the terms and conditions of the insurance carrier.

Any election hereunder shall continue in effect until written notice from the employee to the

contrary.

Section 2

Life insurance shall equal 3/4 of annual salary rounded to the next lowest multiple of one thousand (\$1,000) dollars. Life insurance premiums shall be fully paid for by the District. Employees covered by this Agreement shall each receive an individual policy.

Section 3

Welfare fund shall continue for the life of this Agreement. Effective 7/01/13, the amount to be placed in the fund shall be ninety seven thousand (\$97,000) dollars. Effective 7/01/14, said amount shall be one hundred two thousand (\$102,000) dollars. Effective 7/01/15, said amount shall be one hundred seven thousand (\$107,000) dollars.

ARTICLE IX - LEAVE ALLOWANCE

Section 1 - Sick Leave

- A. Except as hereinafter noted, all regularly-employed persons shall be entitled to approved sick leave of twelve (12) working days per year, cumulative to two hundred twenty (220) sick leave days, without loss of salary. New employees shall earn sick leave at the rate of one (1) day per full month of service.
- B. Failure of the employee to report his/her intended absence caused by illness may subject the employee to the loss of pay for that day.
- C. Employees reporting sick the working day preceding or the next working day following a holiday or vacation will not receive pay for the contracted holiday or day preceding or day following the vacation - unless a doctor's certificate is produced with an explicit description of the illness on first day the employee returns to work.
- D. Upon return to work, employees absent in excess of five (5) consecutive workdays due to illness must submit a doctor's note explaining the reason for absence.
- E. Employees shall be permitted to contribute sick days to a catastrophic sick-day bank for fellow members of their unit who have first exhausted their sick days and disability entitlements. Unused days shall remain in the bank for the subsequent benefit of qualified unit members.
- F. There will be an attendance bonus for any employee who uses either zero (0) or one (1) sick day for the entire year. This bonus will be paid in the July following the school year in which it is earned and will begin with attendance in the 2013-14 school year. Employees will be eligible for this bonus each year during the term of this Agreement. The value of the bonus shall be one thousand, five hundred (\$1,500) dollars and will not be pro-rated in any way. This attendance bonus will be issued in the accrual payroll in the July of the following fiscal year.

Section 2 - Family Illness

Quarantine - Employees absent by reason of quarantine imposed by doctor's order due to illness caused by a contagious disease of a resident member of the household shall submit a doctor's certificate explaining the order. Absence shall be approved for duration of quarantine, and charged to sick leave.

Section 3 - Personal Leave

Custodial employees shall receive three (3) personal days per year.*

Two (2) of the three (3) days shall require that the District be notified 48 hours in advance, except in cases of emergency, and these two days may only be taken with the prior approval of the Director of Facilities. One of the three days per year may be taken if the Director of Facilities is notified 48 hours in advance, except in cases of emergency. Any days not used will be added to vacation.

* New employees shall earn one (1) day per one-third year (every 4 months) not to exceed three days.

Section 4 - Bereavement

Bereavement leave shall be granted, not to exceed five (5) days in each instance. Bereavement leave shall be limited to immediate family as defined:

- | | |
|------------|--|
| a) mother | e) in-laws in above categories |
| b) father | f) husband/wife/children/grandchildren |
| c) sister | g) grandparents |
| d) brother | h) stepfamily |

The Director of Facilities is responsible for granting approval of such requests.

Section 5 - Jury Duty

Custodial employees receiving notice of jury duty must submit such notice to the building principal and the Director of Facilities upon request. Said employees shall not lose pay nor have their personal leave allotment charged for absence due to jury duty. Any employee serving jury duty shall request of the Court Clerk, an affidavit indicating the number of days he/she has served. The affidavit shall be presented to the Director of Facilities, and any compensation received for jury duty, less the amounts paid for travel and/or meals, shall be remitted to the District.

Section 6 - Organizational Conference Days

No more than two (2) officers of the Union, or its authorized representatives, shall be entitled to attend professional conferences with which U.P.S.E.U. is affiliated, and absences related to attendance at such conferences shall be charged to personal days.

Section 7 - Leaves of Absence

Leaves of absence for reasons other than accepting other employment may be granted for a period not to exceed three (3) months. Permanency and seniority will not be affected; however, no salary or benefits shall accrue during such leave.

Section 8 - Disability (Paid for by District)

- A. Total disability shall mean any disability which wholly and continuously prevents the employee from performing his usual and customary duties for a period of more than twenty (20) working days.
- B. In the event that total disability results from an injury on the job which is defined as compensable by Workmen's Compensation, any employee who has had at least two (2) years of continuous service with the District, and who has utilized all of his accumulated sick leave, may be granted additional leave with 3/4 pay during such period of total disability but in no instance in excess of forty (40) days for one (1) or more disabilities.
- C. For total disability resulting from off-the-job injury, any employee who has had at least two (2) years of continuous service with the District, and who has utilized all of his/her accumulated sick leave, may be granted additional leave with 3/4 pay during such period of total disability but in no instance in excess of one hundred eighty (180) days for one (1) or more disabilities.
- D. Application for leave under this Article shall be made in writing to the Assistant Superintendent and shall be accompanied by a complete medical report of the employee's physician. Approval of said request for leave shall be made only upon certification by the District Medical Officer that the employee is totally disabled as herein defined.
- E. Employees receiving compensation under this section for reasons of off-the-job disability shall not earn vacation time, personal leave or sick leave during periods of disability.

ARTICLE X SALARY RANGES, UNIFORMS, HOLIDAY SCHEDULE, SEVERANCE PAY

Section 1 - Salary

- A. Steps 1 through 7 on the current salary schedule will remain the same for the entire length of this Agreement. Steps 8 through 14 will be adjusted so that each step is at least two (2%) percent or twelve hundred (\$1200) dollars (whichever is greater) higher than the previous step. For each year of this Agreement, an employee will move up one (1) step. Steps 12, 13, and 14 shall be added to the salary schedule and those employees currently on top step, regardless of the years of experience, will also move up one step each year.

Details on the above-referenced salaries are attached as Appendix A.

- B. On each schedule, the current Grade IIB shall be eliminated and replaced with a new column IIB, effective 7/1/02. This new column shall be for cleaners who:
- have been in the District at least six (6) months
 - have been unsuccessful in attempting to pass the Civil Service Custodial Examination
 - are recommended for the upgrade by the immediate supervisor and Director of Facilities
- C. Salary payments shall be made on a bi-weekly basis.

Section 2 - Differential

- A. There shall be a shift differential of six hundred (\$600) dollars annually for all evening shifts; starting time to be 12:00 noon or thereafter.
- B. Custodian-in-charge shall receive a differential of two hundred (\$200) dollars; elementary head custodian shall receive a differential of one hundred fifty (\$150) dollars.

Section 3 – Longevity

Employees having completed at least ten (10) years of full-time, in-district service shall be eligible for a longevity payment of one thousand, six hundred (\$1,600) dollars.

Employees having completed at least fifteen (15) years of full-time, in-district service shall be eligible for a second longevity payment of one thousand, six hundred (\$1,600) dollars.

Section 4

- A. Time and one-half (1-1/2) shall be paid for all authorized overtime work, (including weekend building checks, except on holidays - see below) beyond eight (8) hours in any given day, or beyond forty (40) hours in one week.
- B. Double time shall only be paid for authorized work on the sixteen (16) District contractual holidays.
- C. Double time shall be paid for all authorized emergency work, on other than normal working hours, for hours worked including contract holidays (e.g., flood, fire, electrical burn-out, burner/boiler breakdown, mass vandalism). The Director of Facilities shall determine the emergency character of the work prior to authorizing the overtime.
- D. Double time shall be paid for snow removal occurring at times other than the employee's normal work shift.
- E. Payment for approved and authorized overtime work shall be computed on the basis of any employee's base pay, including applicable longevity pay. The employee may take the overtime as either all pay or half pay/half time off. All compensatory time earned on or after 7/01/02 must be approved by the Director of Facilities and, in order to use this time, a written request must be submitted forty eight (48) hours in advance, except in cases of emergency. All new compensatory time earned as of 7/01/13 will be limited to forty (40) hours per year and must be used, or lost, by December 31st of the school year following

the school year in which it was earned. All compensatory time currently accrued by the employee as of 6/30/13 must be used, or lost, by 6/30/16.

- F. Employees shall be paid for a minimum of two (2) hours for each call-back at double time.
- G. All overtime must have the approval of the Director of Facilities or the Assistant Superintendent for Business.
- H. On behalf of all employees covered by this Agreement, the District shall participate in the 1/50th Non-contributory Retirement Plan, under which an employee joining prior to July 1, 1976 is not required to make any contributions, and which provides for a pension of 1/60th of final average salary for each year of service retroactive to April 1, 1960.

Section 5 - Uniforms

- A. Grounds and maintenance personnel shall have winter jackets, and maintenance personnel shall have winter and summer coveralls made available to them at the beginning of the contract term.
- B. Unit members shall receive five (5) T-shirts per year, and must wear the T-shirts issued to them.

Section 6 - Holiday Schedule

There shall be sixteen (16) holidays in each year of the Agreement, except under the following circumstances:

In those years when the District calendar produces optional holidays, first-year custodial employees shall receive fourteen (14) holidays and second-year custodial employees shall receive fifteen (15) holidays.

Section 7 - Severance Pay

Employees with fifteen (15) years, but less than twenty (20) years of service in this Unit shall receive a lump sum of three thousand, five hundred (\$3,500) dollars upon separation from the District.

Employees with twenty (20) years, but less than twenty-five (25) years of service in this Unit shall receive a lump sum of four thousand, five hundred (\$4,500) dollars upon separation from the District.

Employees with twenty-five (25) or more years of service in this Unit shall receive a lump sum of five thousand, five hundred (\$5,500) dollars upon separation from the District.

ARTICLE XI - PERSONNEL FILES

Section 1

Upon request by the custodial employee, he/she shall be permitted to examine his/her official employment and personnel file, with the exception of any confidential references furnished prior to employment.

Section 2

On request, the employee may copy any material in his/her own personnel file.

Section 3

There shall be only one (1) custodial employee personnel file in which the above type of material is filed.

Section 4

No material derogatory to a custodial employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she read the material to be filed and does not necessarily indicate agreement with its contents.

Section 5

The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

ARTICLE XII - LABOR MANAGEMENT COMMITTEE

A labor-management committee shall be established. This committee shall consist of whomever either side designates as its representative or representatives. The committee shall meet at least once every two (2) months. However, meetings may be called more frequently if the need requires.

ARTICLE XIII - UNION BUSINESS

Section 1

Permission shall be granted for the use of District facilities for local Union meetings in accordance with District policy for extended use of facilities.

Section 2

UPSEU insurance representatives shall be allowed the use of a suitable room to explain the insurance protection and/or adjust any claims. However, no discussions or paperwork shall take place during regularly-scheduled work hours. (Use of Facilities Application shall be filed).

Section 3

Appropriate space shall be reserved in the Head Custodian's office in each school for exclusive use of the Union for the purpose of posting material dealing with proper and legitimate Union business.

ARTICLE XIV DEDUCTIONS FOR DUES, INSURANCE PREMIUMS, TAX-SHELTERED ANNUITY PLANS

Section 1

The District agrees to deduct from the salaries of its employees dues and insurance premiums for the Union as said employees individually and voluntarily authorize the District to deduct and to transmit such monies to the:

**United Public Service Employees Union
3555 Veterans Highway (Suite H)
Ronkonkoma, New York 11779**

Employee authorization shall be in writing and in a manner consistent with Section 93b of the Municipal Law and Chapter 392 of the Laws of 1967.

Section 2

Deductions shall be made uniformly and consistently.

Section 3

If an employee chooses to revoke his payroll deduction authority, it may be done at any time, in writing, to be implemented in the next payroll.

Section 4

If the employee then changes his mind and signs another new payroll deduction card, he shall be afforded the right of payroll deduction without any period of time restriction as provided under Chapter 392 of the Laws of 1967.

Section 5

The Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the United Public Service Employees Union.

Section 6

Upon request annually, the District shall provide the Union with a list of those employees who

have voluntarily authorized the District to deduct dues and insurance premiums for the Union.

Section 7

The District shall make available to all employees covered by this Agreement, the IRC Flexible Benefits Plan for Health Insurance.

Section 8

The District shall continue to make deductions for tax-sheltered annuity plans. However, effective July 1, 1991, the District shall not be required to make deductions for new plan enrollees in any companies other than:

AXA Equitable Life Insurance Company	Oppenheimer Fund
Fidelity Management Trust	Paul Revere Life Insurance Group
ING National Trust-NY	T Rowe Price Trust Co
Legend Group – Employee Benefit A/C	Union Central Life Ins Co
Mass Mutual VA	Unity Mutual Life
Met Life of CT (Travelers)	USAA Life Insurance Co
Mutual Inc	Vanguard Fiduciary Trust Co
New York Life Ins. & Annuity Corp	Wilton Reassurance Life Co of NY

ARTICLE XV - MUTUALITY OF OBLIGATION

Section 1

Present administrative procedure with regard to visitors on school property shall be maintained.

Section 2

The Union and the District recognize that strikes and other forms of work stoppages by employees covered by this Agreement are contrary to law and public policy. The Union and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption to the school program. The Union, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work, by the employees covered by the Agreement, nor any instigation thereof.

ARTICLE XVI - THE AGREEMENT

Section 1

The provisions of this Agreement shall be effective as of July 1, 2013 and shall remain in full force and effect through June 30, 2016.

Section 2

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 THEREOF, SHALL

NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 3

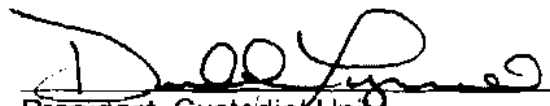
This Agreement shall not be changed, altered or modified in any manner unless consented to in writing by the parties concerned herein. The final agreement shall preclude any further negotiations during the term of the Agreement and the Administration shall only meet formally on matters contained in the agreed upon contract.


ARTICLE XVII - LEGAL LIMITATIONS

In the event the terms of this Agreement are contrary to any provisions of appropriate existing federal, state, or local statutes, or ordinances, or if any part or portion of this Agreement shall be deemed to be unconstitutional, then only that part or portion of this Agreement which is in conflict with the law, or unconstitutional, shall be considered ineffective and unenforceable while the balance of the terms and provisions of this Agreement shall continue to be binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 29th day of SEPTEMBER, 2014.




President, Custodial Unit
United Public Service Employees Union


Superintendent of Schools
Oceanside Union Free School District


President,
United Public Service Employees Union

Appendix "A"

Custodial Salary Schedule

Effective 7/01/13 through 6/30/16

GRADE IIA	Cleaner/Laborer, Security Aide (hired after 7/1/78)
GRADE IIB	Cleaner/Laborer (eligible in accordance with Article X, Section 1(B))
GRADE III	Custodian, Custodian-in-Charge, Custodian-Repairman, Groundsperson, Messenger, Security Guard
GRADE V	Head Custodian I, Head Groundsperson, Assistant Head Custodian (secondary schools), Assistant Head Groundsperson, Duplicating Machine Operator, Maintainer (general maintainer, painter, plumber, carpenter)
GRADE VI	Head Custodian II, Senior Maintainer, Supervisor of Grounds
GRADE VII	Head Custodian III

DIFFERENTIALS:

Custodian-Repairman:	\$300 Per Annum
Custodian-in-Charge	\$200 Per Annum
Elementary Head Custodian:	\$150 Per Annum
Night Shift:	\$600 Per Annum (start time 12 Noon or thereafter)

LONGEVITY:

7/01/09 – 6/30/10

Longevity shall be \$1600 at the 11th year

Longevity shall be \$1600 at the 16th year

OCEANSIDE UFSD							
Salary Schedule for UPSEU Custodial Workers							
For Period: 2013-2014							
2014-2015							
2015-2016							
			Grade				
Step	IIA	IIB	III	V	VI	VII	
1	\$37,989	\$39,215	\$43,454	\$49,028	\$52,523	\$55,990	
2	\$39,840	\$41,067	\$45,375	\$51,019	\$54,870	\$58,246	
3	\$41,693	\$42,920	\$47,298	\$53,552	\$57,240	\$60,507	
4	\$43,952	\$45,178	\$49,200	\$55,804	\$59,601	\$62,753	
5	\$45,808	\$47,036	\$51,133	\$58,054	\$61,958	\$65,014	
6	\$47,574	\$48,802	\$52,971	\$60,319	\$64,321	\$67,265	
7	\$49,511	\$50,738	\$54,980	\$62,587	\$66,667	\$69,511	
8	\$50,711	\$51,938	\$56,180	\$63,839	\$68,000	\$70,901	
9	\$51,911	\$53,138	\$57,380	\$65,116	\$69,360	\$72,319	
10	\$53,111	\$54,338	\$58,580	\$66,418	\$70,748	\$73,766	
11	\$54,311	\$55,538	\$59,780	\$67,746	\$72,163	\$75,241	
12	\$55,511	\$56,738	\$60,980	\$69,101	\$73,606	\$76,746	
13	\$56,711	\$57,938	\$62,200	\$70,483	\$75,078	\$78,281	
14	\$57,911	\$59,138	\$63,444	\$71,893	\$76,579	\$79,846	
Schedule Id: 296							

LETTER OF AGREEMENT

Please accept this as a letter of Agreement between the Superintendent of Schools and the Oceanside School District Custodial Unit. As per our Agreement, the District will allow all members of the bargaining unit, who were previously unable to do so due to their work assignment, to request vacation time while school is in session, effective immediately.

Each employee may request one (1) week in this manner. No more than two (2) staff members on the night shift may request the same week at one time. No more than one (1) staff member per building will be granted this vacation at the same time.

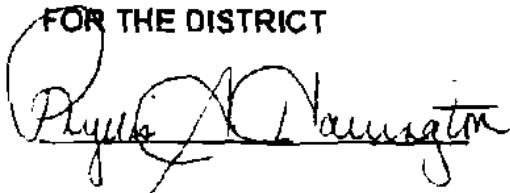
Day shift members may request this week provided that the Director of Facilities is able to cover these day shift vacations with existing personnel.

No more than two (2) staff members may request the same week on the day shift at one time. No more than one (1) staff member per building will be granted this vacation at the same time.

All requests will follow district procedures established by the Director of Facilities.


This Agreement shall sunset at the close of business on June 30, 2016.

FOR THE DISTRICT




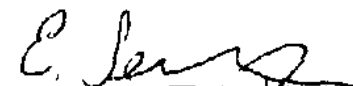


Phyllis A. Naughton

FOR THE UNION



Ben Hill



DATE: Oceanside, New York

December 5, 2013