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#### Contract Database Metadata Elements

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Union: **Bay Shore Educational Secretarial Staff Unit, United Public Service Employees Union (UPSEU)**

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**AGREEMENT**  
**between the**  
**SUPERINTENDENT OF SCHOOLS**  
**of the**  
**BAY SHORE UNION FREE SCHOOL DISTRICT**  
**and the**  
**UNITED PUBLIC SERVICE EMPLOYEES UNION**

\*\*\*

**July 1, 2010 – June 30, 2015**



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## **ARTICLE ONE – GENERAL PROVISIONS**

### **SECTION I. CONTRACTUAL PROVISIONS**

#### **A. EFFECTIVENESS**

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

#### **B. MAINTENANCE OF SERVICES/ "NO STRIKE" PLEDGE**

The Union hereby affirms that it does not assert the right to strike against the District or any other unit of government, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike. The term "strike," as herein defined, means any strike, "job action," or other concerted stoppage or work slowdown initiated by the Union, and also applies to any "secondary" strike, job action, or other concerted stoppage of work or work slowdown in support by the Union of any such action initiated by any other group.

#### **C. LIMITATIONS**

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

#### **D. TERM OF AGREEMENT**

This Agreement made the \_\_\_\_ day of October, 2010, by and between the BAY SHORE UNION FREE SCHOOL DISTRICT, hereinafter called the "District" and the UNITED PUBLIC SERVICE EMPLOYEES UNION, hereinafter called the "Union." The length of this agreement shall be five years, effective July 1, 2010 to June 30, 2015.

### **SECTION II. RECOGNITION**

The District hereby recognizes the UPSEU as the exclusive negotiating and bargaining agent for the educational secretarial staff in the negotiating unit as hereinabove defined for the purpose of negotiating provisions relating to terms and conditions of employment in accordance with the

organization in and of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment.

## SECTION II. VACANCIES

The District shall continue its present practice of announcing all full time, permanent vacancies within the Unit and such announcement shall include the Civil Service job description by title reference and the salary schedule for the position. During the summer months copies of all vacancy notices regarding positions within the Unit shall be mailed to the Union. The District shall also give notice to the Union when requests to Civil Service for reclassification of a particular position within the Unit are contemplated except that if the Civil Service Commission should change the job description for a particular title, such change shall have no effect upon an employee covered by this Unit for the duration of this Agreement.

## ARTICLE THREE – MEMBER BENEFITS

### SECTION I. HEALTH AND DENTAL PLANS

#### A. HEALTH INSURANCE

For the period July 1, 2010 to June 30, 2014, the District shall contribute eighty-five (85%) percent of premium costs to the District's health insurance plan. Effective July 1, 2014, the District shall assume eighty-four (84%) percent of the premium costs to the District's health insurance plan.

For the period July 1, 2010 to June 30, 2014, the District shall pay ninety-two and one-half (92.5%) percent of the premium costs of the health insurance plan into retirement (individual or family, as applicable) pursuant to the carrier's rules and procedures. Effective July 1, 2014, the District shall pay ninety-two (92%) percent of the premium costs of the District's health insurance plan into retirement pursuant to the carrier's rules and procedures.

The District shall not be obligated to provide "family" health insurance coverage to any member of the Unit who also enjoys "family" coverage under the Health Insurance Plan which is approved under this or any other contract with the District.

Members of the Unit who thus waive coverage under the paragraph immediately above, shall be paid a lump sum amount on an annualized basis of \$750 on or about December 15<sup>th</sup> of each year, to compensate for the potential "loss" which could ensue under present regulations of the plan. Members of the Unit who voluntarily waive coverage as above because of "family" Health Insurance Plan which is approved coverage through another employer shall also qualify for the \$750 payment. Two family members employed by the District who both voluntarily opt for the individual coverages shall also qualify for one such payment as above. Should it become

#### SECTION IV. GRIEVANCE AND ARBITRATION PROCEDURE

"Grievance" is a claim by a member of the Unit based upon a claimed violation of an express provision of this Agreement.

"Chief Executive Officer" means the "Superintendent of Schools."

"Grievant" means any party named in a grievance who is an aggrieved party.

"Party in Interest" means any party named in a grievance who is not the aggrieved party.

"Hearing Officer" means any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.

"Day" shall mean calendar day.

##### A. FIRST PROCEDURAL STAGE

###### Immediate Supervisor – Informal

A member having a grievance will discuss it with his/her immediate supervisor either directly or through a Union representative with the objective of resolving the matter informally by having the immediate supervisor confer with all the parties in interest. (If the member's immediate supervisor is the Superintendent of Schools, the grievance shall be initiated at second procedural stage hereof).

##### B. SECOND PROCEDURAL STAGE

###### Superintendent – Formal

If the grievance is not resolved informally within twenty-one (21) calendar days, it may be reduced to writing and presented to the Superintendent of Schools by the Union. Within twenty-one (21) calendar days after the written grievance is presented, the Superintendent will schedule and enter into further consultation with the aggrieved party, or any party in interest, render a written decision within twenty-one (21) calendar days following such consultation, and present it to the grievant. In addition, both parties are also permitted to bring in for consultation persons having information.

#### D. RULES OF PROCEDURE

All Grievances shall include the name and position of the grievant, the identity of the provision of this Agreement, etc., involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the grievant, and a general statement of the nature of the grievance and the specific remedy sought by the grievant.

Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth the reasons therefor. Each decision when rendered shall forthwith be transmitted to the grievant, and the Union.

The preparation and processing of grievances shall not normally be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of administrative duties and to avoid involvement of students in any phase of the grievance procedure.

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken at any time by the District against the grievant, any party in interest, any representative or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

Forms necessary to filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be developed by the District which will then have them duplicated and distributed as the parties agree so as to facilitate operation of the grievance procedure.

Nothing contained herein will be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance informally adjusted without intervention of the Union provided the adjustment is not inconsistent with the terms of this agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

#### E. TIME LIMITS

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party shall be extended only by mutual agreement.

Every grievance will be deemed waived unless the grievance is presented in writing at the second stage within sixty (60) calendar days after the member knew or should have known of the act or condition on which the grievance is based.



National holidays falling on Saturday or Sunday may be observed either on the preceding Friday or succeeding Monday, provided school is not in session on either of these days as ordered by the Superintendent of Schools, to provide the minimum of twelve (12) holidays as set forth above.

#### SECTION VI. HOURS OF WORK/WORK WEEK

The work week for members of the Union when teachers and students are not present, shall be 32 hours, scheduled as six and one-half hours a day on Monday through Thursday and six hours on Friday. Summer hours shall start July 1, and continue until the last work day before Labor Day. The shortened work hours shall not apply to single days of school holidays.

The work day for unit members when teachers and students are not present during the Winter Recess (February), the Christmas Recess, and the Spring Recess shall be reduced by an additional one (1) hour.

The work week for unit members when teachers and students are not present during the Christmas Recess shall be reduced by one (1) day. The selection of the day off must be pre-approved by the supervisor in his/her discretion based on the needs of the District.

#### SECTION VII. VACATION

Both the ten month and twelve month educational secretarial personnel covered by the Agreement shall be entitled to vacation time in the amount and according to the schedules set forth following:

##### Twelve Month Employees

###### Length of Service

One year up to five years  
Over five years  
Over ten years  
Over twenty years

###### Vacation Period

Ten working days  
Fifteen working days  
Twenty working days  
Twenty-five working days

## B. SICK DAYS AND TERMINAL LEAVE FOR UNUSED DAYS

1. Any full time member having served ten consecutive years, upon separation from service, or retirement for service or disability, will be granted terminal leave equal to the value of unused sick leave not to exceed 200 days at the current salary rate upon termination of employment as computed below:

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

Additionally, there will be a reduction in sick leave payment of one day for each day less than 30 days that prior notice of retirement or resignation is not given.

Accrual of sick leave commenced from July 1, 1966. Sick leave shall be accumulated at the rate of one day per month, commencing with the first full month of the member's work year, cumulative to the total of 200 days above stated.

In the event that extended sick leave is granted under District discretion, as from time to time provided in District policy on the matter, and after all remaining days which are "discretionary" with the member of the Unit if given District approval – that is vacation, family illness, and personal – have been charged against the extended absence, any payment for such days of extended (unearned) sick leave shall be considered a charge against the days computed for payment for unused sick leave at the time of retirement. Thus in the event that a member of the Unit exhausts all cumulative sick leave, and the District approves granting of extended sick leave to the member, such additional days of extended sick leave beyond the accumulated amount, shall be carried as a charge against future accumulation until such time as the over-use has been balanced. Such charge shall not be used to bar members from using accumulated sick leave as required, but shall only be a bar to future accumulation until the deficit has been exhausted. This charge against future accumulation shall apply only to those members of the Unit employed subsequent to February 4, 1985.

### 2. Non-Elective Employer Contribution

The terminal leave set forth in Paragraph 1 above shall be in the form of an employer, non-elective, non-discretionary, contribution to the account established under Section 403(h) of the Internal Revenue Code of 1986, as amended (the "Code") of the eligible retiring unit member [the 403(b) account]; To that end, other than as provided herein, no portion of the Terminal Leave shall be payable in cash, to the eligible retiring unit member, his/her beneficiary of his/her estate.

## SECTION IX. COFFEE BREAKS

For all full time employees of the Unit, there will be one fifteen minute coffee break in the morning and one fifteen minute coffee break in the afternoon, "desk to desk."

Any member of the Unit who works part-time for at least three and one half hours per day shall be entitled to one similar coffee break each day.

## SECTION X. RETIREMENT BENEFITS

The District will provide for each member of the Union covered by this Agreement the contribution to the New York State Employees' Retirement System required to effectuate the Career Retirement Plan of Section 75-i of the Retirement and Social Security Law as then existing or thereafter amended. Representatives of the Superintendent's Office shall provide information delivered to them regarding the Retirement System to the Union, as well as to the individual members of the Unit, concerning changes and new options provided by the New York State Retirement System.

## SECTION XI. ACCESS TO PERSONNEL FILES

Every member employee shall have the right, upon request and by appointment, to review in the presence of an individual designated by the District, the contents of his or her personnel file as maintained by the District. The member may have such file reviewed by a third person if such member signs a written waiver and consented hereto.

A copy of any material reflecting unfavorably upon a member's competence or job performance which is to be placed in any Unit member's personnel file shall be forwarded to the member for signature within fourteen (14) calendar days of such placement and it shall be signed within fourteen (14) calendar days of receipt and returned to the Human Resources Office. By such signature the member shall acknowledge that he/she has read such material with the understanding that such signature signifies that the material on file has been read by such Unit member, but does not necessarily indicate agreement with its content. The member shall have the right to answer within fourteen (14) calendar days any material filed and his/her answer shall be attached to the file copy.

## SECTION XII. PRIOR SERVICE CREDIT

Prior service credit, once granted by the District at the time of initial employment or re-employment, shall apply to those benefits contained in the Agreement which are computed by length of service, such as salary scale placement, longevity increments and vacation allotment.

percent for 2010-2011, by three and one quarter (3.25%) percent for 2011-2012, 2012-2013 and 2013-2014 and three (3%) percent for 2014-2015.

A. LONGEVITY INCREMENTS

In recognition of long-term service to the District longevity increments shall be granted after completion of the listed years of service according to the following schedules:

2010-2011

Completed Years of Service	10-MONTH	12-MONTH
10 years	971	1073
15 years	1481	1685
20 years	1821	2093

2011-2012

Completed Years of Service	10-MONTH	12-MONTH
10 years	1003	1108
15 years	1529	1740
20 years	1880	2161

2012-2013

Completed Years of Service	10-MONTH	12-MONTH
10 years	1035	1144
15 years	1579	1796
20 years	1941	2231

2013-2014

Completed Years of Service	10-MONTH	12-MONTH
10 years	1069	1181
15 years	1630	1855
20 years	2004	2304

2014-2015

Completed Years of Service	10-MONTH	12-MONTH
10 years	1101	1216
15 years	1679	1911
20 years	2064	2373

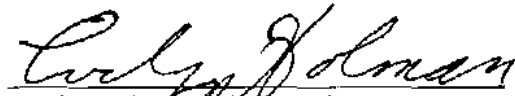
#### ARTICLE FOUR – AGREEMENT

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

IN WITNESS WHEREOF the above agreement has been made and executed the day and year first above written pursuant to resolution of the Board of Education duly adopted April 21, 2010, and ratified at a meeting of the members of the United Public Service Employees Union held on April 15, 2010.

BAY SHORE UNION FREE SCHOOL  
DISTRICT

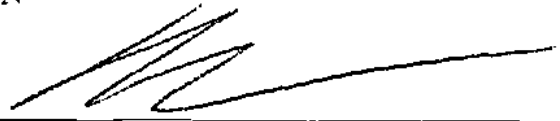
By:



Evelyn Bloch Holman, Ph.D.,  
Superintendent of Schools

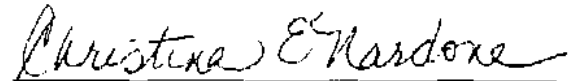
UNITED PUBLIC SERVICE EMPLOYEES  
UNION

By:




Kevin E. Boyle, Jr., President

By:



Christina E. Nardone, Unit President

Dated: Bay Shore, New York  
October 14, 2010



**YEAR 2: 2011-12 SECRETARIES' SALARY SCHEDULE (3.25%)**

	<b>[1]</b>	<b>[2]</b>	<b>[3]</b>	<b>[4]</b>	<b>[5]</b>	<b>[6]</b>	<b>[7]</b>	<b>[8]</b>	<b>[9]</b>	<b>[10]</b>
	<b>10MAA*</b>	<b>10M</b>	<b>10MSR</b>	<b>12M</b>	<b>12MAC</b>	<b>12MTR</b>	<b>12MSR</b>	<b>12MSAC</b>	<b>12MPR</b>	<b>ACCNTNT</b>
<b>stp 1</b>	25,207	28,207	32,983	33,847	35,045	38,647	39,578	40,775	43,709	63,189
<b>stp 2</b>	26,537	29,537	34,308	35,445	36,641	40,253	41,171	42,368	45,287	65,470
<b>stp 3</b>	27,880	30,880	35,649	37,051	38,247	41,851	42,777	43,973	46,890	67,789
<b>stp 4</b>	29,206	32,206	36,982	38,647	39,845	43,454	44,376	45,572	48,495	70,109
<b>stp 5</b>	30,543	33,543	38,307	40,253	41,451	45,044	45,970	47,170	50,096	72,423
<b>stp 6</b>	31,870	34,870	39,640	41,851	43,049	46,637	47,575	48,772	51,692	74,730
<b>stp 7</b>	33,214	36,214	40,977	43,454	44,650	48,254	49,169	50,366	53,293	77,044
<b>stp 8</b>	34,540	37,540	42,308	45,044	46,242	49,852	50,772	51,969	54,909	79,381
<b>stp 9</b>	35,870	38,870	43,646	46,637	47,833	51,447	52,374	53,573	56,503	81,685
<b>stp 10</b>	37,209	40,209	44,985	48,254	49,451	53,048	53,977	55,173	58,108	84,005
<b>stp 11</b>	38,550	41,550	46,314	49,852	51,048	54,646	55,577	56,773	59,710	86,322
<b>stp 12</b>	39,880	42,880	47,651	51,447	52,645	56,245	57,174	58,372	61,307	88,630
<b>stp 13</b>	41,834	44,834	49,603	53,671	54,867	57,798	59,401	60,597	63,528	91,078

**\*Column 1 calculated by deducting \$3,000 from column 2.**

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**YEAR 4: 2013-14 SECRETARIES' SALARY SCHEDULE (3.25%)**

	<b>[1]</b>	<b>[2]</b>	<b>[3]</b>	<b>[4]</b>	<b>[5]</b>	<b>[6]</b>	<b>[7]</b>	<b>[8]</b>	<b>[9]</b>	<b>[10]</b>
	<b>10MAA*</b>	<b>10M</b>	<b>10MSR</b>	<b>12M</b>	<b>12MAC</b>	<b>12MTR</b>	<b>12MSR</b>	<b>12MSAC</b>	<b>12MPR</b>	<b>ACCNTNT</b>
<b>stp 1</b>	27,070	30,070	35,161	36,083	37,360	41,200	42,193	43,468	46,596	67,363
<b>stp 2</b>	28,488	31,488	36,575	37,786	39,062	42,912	43,890	45,167	48,278	69,794
<b>stp 3</b>	29,920	32,920	38,004	39,498	40,774	44,616	45,603	46,878	49,988	72,266
<b>stp 4</b>	31,334	34,334	39,425	41,200	42,477	46,324	47,307	48,582	51,699	74,740
<b>stp 5</b>	32,759	35,759	40,838	42,912	44,189	48,020	49,007	50,285	53,405	77,207
<b>stp 6</b>	34,173	37,173	42,258	44,616	45,892	49,717	50,718	51,994	55,106	79,666
<b>stp 7</b>	35,606	38,606	43,684	46,324	47,600	51,442	52,417	53,693	56,813	82,133
<b>stp 8</b>	37,019	40,019	45,103	48,020	49,296	53,145	54,126	55,402	58,536	84,625
<b>stp 9</b>	38,437	41,437	46,529	49,717	50,993	54,846	55,834	57,111	60,235	87,080
<b>stp 10</b>	39,865	42,865	47,957	51,442	52,717	56,552	57,543	58,818	61,946	89,554
<b>stp 11</b>	41,295	44,295	49,374	53,145	54,420	58,256	59,248	60,523	63,655	92,024
<b>stp 12</b>	42,713	45,713	50,798	54,846	56,122	59,960	60,951	62,228	65,357	94,485
<b>stp 13</b>	44,795	47,795	52,880	57,216	58,491	61,616	63,325	64,600	67,725	97,094

**\*Column 1 calculated by deducting \$3,000 from column 2.**