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

Title: **Bayport-Blue Point Union Free School District and Bayport-Blue Point Custodial Unit, CSEA, Local 870 (2002)**

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BAYPORT-BLUE POINT UNION FREE SCHOOL DISTRICT  
Bayport, New York

CUS  
4571

NEGOTIATIONS AGREEMENT

Between the

Bayport-Blue Point Board of Education

and the

Bayport-Blue Point Custodial Unit

of

Suffolk Educational Local 870

Civil Service Employees' Association

**July 1, 2002 - June 30, 2007**

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

39

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**STATEMENT OF RECOGNITION**

The Bayport-Blue Point Board of Education, Bayport-Blue Point Union Free School District, of the Towns of Islip-Brookhaven, Suffolk County, Long Island, New York, in accord with the provisions of the Public Employees' Fair Employment (Taylor Act) of 1967, on the basis of resolutions unanimously passed, acted at the regular meeting on April 4, 1968, to recognize the Bayport-Blue Point Custodial Unit of the Suffolk Educational Local 870 Civil Service Employees' Association as the bargaining agent for the members of the Custodial Staff of this school district.

All previous benefits and working conditions are to remain as is unless otherwise amended.

## I. GENERAL

### A. Association:

1. CSEA members are entitled to a building representative in each building.
2. It is expected that such representatives will be given sufficient free time to cope with grievances.
3. CSEA officers and delegates will have sufficient time off to serve the membership and to attend official functions.

### B. Health Insurance, Dental Insurance:

#### **Health:**

Effective July 1, 2003, employees shall pay 12% of the premium for health insurance coverage. Employees hired after February 3, 2004 shall pay 15% of the premium for health insurance.

All employees shall pay the additional costs for any health insurance program that costs more than the New York State plan.

Effective January 1, 2004, custodial employees shall be eligible to participate in the health insurance declination program. Employees will be provided a period for an annual option to decline health insurance. Should an employee opt for the annual declination of that coverage, s/he will share equally in the premium savings that accrue to the District. Those savings shall be distributed as accrued through December of each calendar year and shall reflect the difference of the cost of the premium to the District versus no insurance or a change from "family" to "individual" coverage. The premium savings due to the employees shall be paid in January of the following year. It is understood that an employee given personal circumstances may reverse the option at any time and then may be reinstated to health insurance coverage per the rules of the then current plan with, of course, no further sharing in any savings.

All employees who decline health insurance shall be credited with one-half the premium savings on a calendar year basis.

Employees shall not be afforded health insurance if they have a spouse who is afforded family coverage under the Empire Plan, and shall not be entitled to receive any payment from the District in lieu thereof. However, if as a result of not having coverage hereunder, the employee is required to make a co-payment that he/she would not have otherwise had to pay, the employee shall be reimbursed by the District in an amount not to exceed one-half of the cost of the premium for a family plan. Claims for such reimbursement must be

presented to the District no later than three months after the end of the calendar year in which the co-payment was incurred. An employee whose spouse ceases to be afforded family coverage under the Empire Plan will be provided health insurance by the District subject to the contributions set forth herein. Should an employee who has retired, and who had not been afforded health insurance while working for the District, subsequently find himself/herself without any health insurance coverage as a result of divorce or death of their spouse, then in that event the District will start paying the premium on behalf of the employee if it is permissible to do so under the rules and regulations of the Empire Plan, and further provided that the cost to the District is no greater than it is for the other retired employees.

**Dental:**

Effective July 1, 2003, the district shall pay the following monthly amounts for those employees opting for dental coverage:

	<u>July 1, 2003</u>		<u>July 1, 2004</u>
Single	14.99	Single	15.74
Family	37.28	Family	39.14

The district contribution shall not increase for the life of the agreement. Any increase shall be borne by participating employees.

**C. Retirement:**

Subject to any required approval by the appropriate governmental authorities, the Board of Education agrees to participate in the New York State Employees' Retirement Plan, 75-i.

**D. Uniforms:**

1. The Board of Education agrees to provide three uniforms and one pair of safety shoes for all regular full time employees. The proper safekeeping of the uniforms and safety shoes is the employees' responsibility. Uniforms and safety shoes shall be replaced by the district when their condition does not allow them to be worn as a result of normal wear and tear. The uniforms and safety shoes will be the property of the Board of Education, and shall be worn on the job at all times and only on the job.
2. Winter gear shall be available for groundskeepers and maintenance workers, and kept at an appropriate location to be utilized only when necessary.
3. For those who submit their uniform size, in writing, to the Plant Facilities Administrator during the month of June each year, uniforms shall be delivered no later than October 1. Should the district not deliver by October 1 to those who were entitled, then the district shall pay five (\$5) per week cleaning allowance after October 1 until such time as the uniform is delivered to those who met the June deadline for sizes.

E. Part-Time Employees:

Employees hired to work on a regular yearly schedule on a part-time basis shall receive all benefits pro-rated.

F. CSEA Membership:

If at least sixty percent (60%) of all eligible employees represented by the CSEA in the district participate, the Board will offer payroll deductions for the CSEA insurance plans providing life, accident, and sickness benefits.

G. Agency Shop:

The Board of Education shall deduct from the salary of employees included in the unit but not members of the Civil Service Employees' Association (Custodial Staff) an amount up to the equivalent of dues payable by a member of the Association. The Board shall transmit the monies so collected to the Association.

The Board of Education agrees to an agency shop fee deduction provision, as authorized by law, upon the following conditions:

1. That the Board shall act only as a collection and disbursing agency as permitted under the Taylor Law, Education Law, and other relevant statutes and case law.
2. That the Board assumes no responsibility with respect to the ultimate use of said fees other than collecting and disbursing same to the Association as provided by law.
3. That the Bayport-Blue Point Civil Service Employees' Association (Custodial Staff) represents to the Bayport-Blue Point Board of Education that it has an appeal procedure which is available to any individual member of the bargaining unit who is desirous of appealing the application of the agency shop provisions included within this agreement.
4. That as long as the Board complies with the law and this Agreement, the Association agrees to save the Board harmless with respect to all demands, claims, awards, or judgments assessed against the Board by reason of any claim made with respect to fees collected under this provision. It is understood that in lieu of payment of counsel fees, the Association shall provide appropriate representation to defend the District, should it become necessary.
5. That a bargaining unit member wishing to appeal the agency fee shall be precluded from using the contractual grievance procedure. Such person shall look to the Association for relief.
6. The Civil Service Employees' Association, Inc. shall have exclusive rights to payroll deduction of dues. Such dues and premiums shall be remitted to CSEA, Inc., 143 Washington Avenue, Albany, NY 12210 on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the CSEA, Inc.

## II. LEAVES

### A. Personal Business Days:

Two (2) personal days will be granted per year. Requests must be submitted at least forty-eight (48) hours in advance of the personal day. In cases of emergency, the employee must provide a reason for such emergency use. Both parties agree that personal days are to be used only if the personal business involved can be handled only by the employee and only during the working day, and that no other arrangements can be made. It is understood that abuse of this section by any employee (as well as abuse of all provisions in the contract for time off) is regarded as a serious offense with possible disciplinary measures or discharge.

If the two personal days are not utilized, they will be converted to sick leave at the end of each contract year.

### B. Sick Leave:

Fifteen (15) days per year for 12-month employees, cumulative to 180 days, twelve (12) days per year for 10-month employees for a full year of employment, cumulative to 120 days.

**NEW HIRES** - for those hired after July 1, 1992, twelve (12) days per year for 12-month employees and ten (10) days per year for 10-month employees. This will be pro-rated for those who are hired, or who leave, during the course of a given year. Sick leave can be applicable to emergency illness in the immediate family. Immediate family is defined as father, mother, spouse, children, brothers, sisters, father-in-law, mother-in-law.

An employee, after accumulating 180 sick days will receive at the end of the year three hundred dollars (\$300) less \$30 for each day of absence. If days have been used from the Sick Bank, they must be paid back before the foregoing provision is effective.  
(See Sick Leave Bank Plan, E-2.)

**NEW HIRES** - for those hired after July 1, 1992, days are earned at the rate of one (1) day per month.

**UPON RETIREMENT** - a custodial staff member will be compensated for unused sick days at the rate of one day for every three accumulated. Compensation shall be calculated at \$75 per day. The total number of compensated days may not exceed sixty (60).

### C. Death/Critical Illness in the Family:

All employees will be allowed a maximum of ten (10) days per year for a death or critical illness in the family. Immediate family is defined as mother, father, spouse, children, grandchildren, brothers, sisters, father-in-law, mother-in-law. Critical illness is defined as an illness which is certified by a physician or hospital as being critical. Additional days may be granted upon written request and prior approval of the Superintendent of Schools.



D. Sick Leave Bank:

Supplemental Agreement between the Bayport-Blue Point Board of Education and the Bayport-Blue Point Custodial employees.

WHEREAS the disability income insurance plan has been discontinued by mutual agreement and the parties wish to provide a Sick Leave Bank in lieu of said disability plan, and

WHEREAS the parties have agreed that the Sick Leave Bank hereinafter described will be established in lieu of said disability plan,

NOW, THEREFORE, a Sick Leave Bank is hereby established to be effective July 1, 1976.

A. Definitions:

1. Prolonged and continuous illness shall be defined as a disability causing an absence from work which commences after the effective date of the Sick Leave Bank and extends beyond forty-five (45) work days. In no case will payment under this provision be made during the first forty-five (45) work days of the disability unless hereinafter provided.
2. Doctor shall refer to a physician, doctor, osteopath, psychiatrist, or any other person duly licensed to prescribe medication or medical treatment.
3. Employee as used in these procedures includes all employees of the Board who are included in the bargaining unit for the Bayport-Blue Point Custodial Staff who are eligible for sick leave days and who have completed one (1) year of service.
4. Work days shall mean days which the employee would have been scheduled to work except for disability.
5. Sick Bank Committee refers to the Committee comprised of the President and executive board of the custodial unit.

B. Exclusions:

1. Excluded from coverage under this Sick Leave Bank are those absences caused by intentional self-inflicted injury of any kind, absence resulting from a normal pregnancy not resulting in a disability, or absence caused by alcoholism (unless the employee is currently in treatment for the alcoholism, which treatment is the cause of absences), or drug addiction.

Additionally, no employee shall be eligible to utilize the sick bank for a stress related illness, unless hospitalized or under the care of a psychiatrist and must be evaluated every 30 days.

2. An employee who receives benefits by reason of this provision shall be obligated to refund to the Board of Education any recovery made by such employee for said

disability from the employee's claim against an insurance policy (including Worker's Compensation) to the extent that such recovery is specifically identified as a reimbursement for lost wages sustained by reason of the disability. Such refund shall not exceed the amount received by the employee under this provision. Upon such refund, the Board of Education shall add the equivalent number of days to the Sick Leave Bank. The formula for determining days to be added shall be based on step one of the minimum salary position for that particular unit involved calculated at the rate of 1/200th for ten-month employees and 1/260th for twelve-month employees.

C. Establishment and Maintenance of Sick Leave Bank:

The Sick Leave Bank shall be established and maintained in the following manner:

1. a. At the establishment of the Sick Leave Bank, the Board of Education shall deduct three (3) days from the annual sick leave of each twelve (12) month employee and two and one-half (2½) days from the annual sick leave of each ten (10) month employee who is in the employ of the Board of Education or subsequently employed and said days shall be deposited into said fund (Sick Leave Bank) and the Board of Education shall also provide, in addition to the aforementioned one-half (½) day for each day so deducted, and said half-days shall be deposited in the said fund (Sick Leave Bank).
- b. The following year the Board of Education shall deduct two (2) days from the annual sick leave of each employee and said days will be deposited into said fund. In addition, the Board shall provide one-half (½) day for each day so deducted and said half-days shall be deposited in the Sick Leave Bank.
- c. Thereafter the annual deduction shall be at the rate of one (1) day from each employee with the Board of Education contributing one-half (½) day for each day so deducted and these total days deposited into the fund.
2. a. The deduction/contribution aforementioned shall continue until the fund accumulates a number of days equal to eight (8) times the number of employees in the employ of the Board of Education as of September 1<sup>st</sup> of each year. The use of the Sick Leave Bank shall at all times be restricted to the number of days actually accumulated and remaining available in the Sick Leave Bank at the time an application is made by an eligible employee to draw upon the Sick Leave Bank. In the event that the Sick Leave Bank is reduced by the use thereof to a number of days less than five (5) times the number of employees in the employ of the Board of Education on June 30th of that year, then at the commencement of the school year immediately following such event, and, if necessary, at the commencement of each succeeding school year, a further deduction of one (1) such day from the annual sick leave of each employee and one-half (½) day contribution from the Board shall be made until the fund is equal to or exceeds a number of days equal to eight (8) times the number of employees.

- b. At any time, and for any reason, an employee may contribute an additional five (5) days in each school year, for a total of five (5) subject to the above mentioned maximum days in the fund. Should an employee with 180 days accumulated wish to contribute such, then s/he shall not lose eligibility for the annual \$300 maximum bonus as is defined in Article II, Section B.
  - c. At the commencement of the second year of continuous use of the Bank by an employee, that employee's normal annual accumulation of sick leave days shall be deposited into the fund on a pro-rated basis for that year, or portion thereof. (Example: Employee's anniversary date for beginning of the second year of continuous use of Sick Bank is January and disability continued through April of the same year. The annual sick leave earned for January, February, March, and April will be deducted from the employee's account and deposited into the fund.
3. The Board of Education will contribute one-half (½) day per employee retroactively to September 1974 to the fund. This would mean the sum of 62 days would be deposited into the Sick Leave Bank upon commencement of the fund in addition to the aforementioned formula. This would be a one-time contribution.

D. Eligibility:

In order to be eligible to draw upon the Sick Leave Bank, an employee must:

1. Be suffering from a prolonged and continuous illness as defined herein.
2.
  - a. Submit a written statement from his/her physician prior to the use of the Sick Leave Bank indicating the diagnosis, the date of the onset of the condition, advice of the doctor as to the need for leave, the starting date of absence.
  - b. The Board of Education may require additional medical statements from the attending doctor (as hereinbefore defined) at thirty (30) day intervals to maintain eligibility for the Sick Leave Bank.
  - c. The Board of Education shall have the option of having the prolonged and continuous illness certified in writing by a doctor specified by the Board of Education.
  - d. In the event that either the Sick Bank Committee (as hereinbefore defined) or the Board of Education disapproves a request to use the Sick Bank, and if the dispute involves a determination regarding the ability of the employee to perform his/her assignment, then at the request of the employee, the Board of Education and Sick Bank Committee shall select a doctor from a panel recommended by the A.M.A. (American Medical Association), Suffolk County Chapter. The method of selecting the doctor from the panel shall be similar to that

used by the A.A.A. (American Arbitration Association) for selecting an arbitrator. The determination of the third doctor shall be final and binding on all parties. The decision must be made within fourteen (14) calendar days. However, if the Committee and the Board concur in disapproving a request, the employee shall not have the right to make this request.

3. Have satisfied the waiting period unless as otherwise herein provided.

E. Duration and Subsequent Use:

1. In no case will a ten (10) month employee receive benefits from the Sick Bank for months outside the employee's regular work year. (Example: 10-month employee who is receiving benefits under the Bank will receive them through June 30th; benefits will cease for July and August and commence on September 1st if the disability continues to that time.)
2. Independent of the duration of the prolonged and continuous illness, an employee who is eligible to draw on the Sick Leave Bank may do so until the following is met: Employee is eligible, as affirmed by the New York State Employees' Retirement System, for a disability pension, or for a maximum period of two (2) regular work years for the individual involved, whichever occurs first.
3. In the event an employee who has drawn upon the Sick Leave Bank returns to active duty, that employee shall not be precluded from drawing on the Sick Leave Bank for subsequent disability whether occasioned by the previous cause or a new cause provided that the subsequent disability continues for a period of forty-five (45) work days as hereinbefore provided. If the subsequent disability is occasioned by the previous cause, the forty-five (45) work day waiting period shall be covered by the Sick Leave Bank.
4. Those employees who have filed, or are being considered for Workers' Compensation, shall be considered for Sick Leave Bank eligibility after a forty-five (45) day waiting period, but shall in no case be included in Sick Leave Bank protection beyond a three-month (3) period exclusive of the forty-five (45) day waiting period.
5. Receipt of Workers' Compensation benefits by an eligible employee shall constitute the termination of Sick Leave Bank benefits for the duration of the absence.
6. Those employees falling under no-fault insurance protection shall not be eligible for Sick Leave Bank protection.

E. Vacations:

1. After 1 year of service, 1 day for each 20 days worked.  
After 5 years of service, 1.5 days for each 20 days worked.  
After 10 years of service, 2 days for each 20 days worked.

All overtime worked will count toward the above computation of vacation days at the rate of the number of hours credited for overtime pay.

Excluded in calculating days worked are holidays, vacations, and other time not actually worked.

**Effective July 1, 1988**, new employees hired after July 1, 1988 shall be eligible for vacation as follows:

After 1 year	10 days
After 5 years	15 days
After 10 years	20 days

**Effective July 1, 2003**, new employees hired after July 1992 shall be eligible for vacation as follows:

After 1 year	10 days
After 5 years	15 days

No other vacation time shall be earned.

2. An employee who does not use any sick leave during the previous school year will receive one additional vacation day after one year. An employee who does not use any sick leave for two consecutive years will receive three additional vacation days. Any employee who does not use sick leave for a third consecutive year will receive five additional vacation days. These vacation days will be utilized upon consultation with the Plant Facilities Administrator.
3. The determination as to whether or not additional custodial help shall be provided to compensate for workers on vacation will be the responsibility of the Plant Facilities Administrator.
4. The Plant Facilities Administrator will have the responsibility and authority to assign vacation periods in a manner which will best meet the needs of the District. No staff member will be allowed to demand a particular vacation period, although individual requests will be given reasonable consideration.

If the employee consents, vacation pay may be given in lieu of vacation time.

The district will not consider any vacation requests unless submitted at least three (3) calendar weeks prior to the desired start of the vacation, except that for vacation requests of less than one week, which must be submitted at least

two (2) calendar weeks prior to the desired start of the vacation. Further, in emergency situations, as determined by the district in its sole discretion, it may determine to consider vacation requests which are not submitted within the above stated time period.

5. Vacation pay will be paid on the regular payroll schedule. Income tax deductions shall be compensated for in such a manner as to equalize such deductions as though the pay was received in a separate check.
6. **Effective July 1, 1994**, vacation time may be utilized in addition to personal days upon written request and prior approval of the Superintendent of Schools.

F. Holidays:

Employees shall have the following holidays off:

New Year's Day	Memorial Day	Columbus Day
Martin Luther King Jr. Day	Independence Day	Veteran's Day
Presidents' Day	Labor Day	Thanksgiving & the day after Thanksgiving
Holy Thursday	Rosh Hashanah	Christmas Day
Good Friday	Yom Kippur	

The holiday shall be celebrated on the day designated by the federal/state government. If any holiday falls on a weekend, and there is no substitute day designated by the federal/state government, or if any holiday falls on a day when school is in session, the District will provide an alternate day off. However, if Rosh Hashanah or Yom Kippur falls on a weekend or a day that school is in session, the alternate day off shall first be Christmas Eve, and then New Year's Eve.

G. Work Week:

A 37½-hour work week from the end of school to the beginning of school, according to the school calendar, is authorized by the Board. The working hours are to be determined by the Plant Facilities Administrator.

H. Snow/Emergency Days:

On those days that are declared by the district as snow/emergency days, the custodial workers and maintenance workers that are called in shall be paid time and one-half their regular rate for all time worked over and above their daily regular rate for all time worked.

I. Emergency Calls:

Employees who are required to report for emergency work, snow or other emergency closing, after having completed their shift and left the premises, shall be guaranteed at least three (3) hours work at time and one-half their regular rate, or equivalent pay in lieu thereof.

The foregoing shall not apply if the employee is called in prior to the start of his/her regular shift, in which case the employee shall be paid at time and one-half for those hours actually worked up to the start of the regular shift.

### III. POSITIONS

#### A. Creation of New Salary Schedules:

The creation of new salary schedules shall be negotiated with CSEA officers and delegates while CSEA is recognized by the Board of Education as the bargaining agent for custodial employees.

#### B. Work Assignments/Working Environment:

1. As a matter of general practice, work will be assigned within classification titles. Those employees requested to work in a higher classification will be compensated at the higher rate.
2. It is the intention of the Board of Education to do its utmost to maintain a safe and healthy working environment and to avoid exposing any employee to hazardous conditions.
3. Consumption of alcoholic beverages during working hours, including meal and break periods, whether on school grounds or off will result in disciplinary action.

#### C. Seniority:

The Board of Education agrees to recognize seniority for all classified employees on the basis of years of service in this school district with respect to layoff and rehiring, and when qualifications and needs of the District are judged by the Administration to be equal, seniority shall be the governing factor for promotions, vacancies, and new positions. The final decision will rest with the Superintendent of Schools or his designee. It is the policy of the Board of Education to provide all custodial employees with a written notice of vacancies and new positions, including the opportunity to transfer.

#### D. Work Loads:

It will be the policy of the Board of Education to equalize work loads within classifications wherever possible.

#### E. Night Charge Custodian:

The position of Night Charge Custodian will be inaugurated in any school with four or more persons on the night shift. The Night Charge Custodian will have an annual pay differential of \$600. Effective July 1, 2003 the Night Charge Custodian will have an annual pay differential of \$1,000.

#### F. Custodial Supervision:

Individual custodial supervision shall be as follows:

Academy Street Elementary School	- 1 Head Custodian
Blue Point Elementary School	- 1 Head Custodian
Sylvan Avenue Elementary School	- 1 Head Custodian
James Wilson Young Middle School	- 1 Head Custodian
	- 1 Night Charge Custodian
Bayport-Blue Point High School	- 1 Head Custodian
	- 1 Night Charge Custodian

G. Building Checks:

A new system for three (3) extra duties @ \$1,500 per person shall be created. These positions will be posted annually. Recommendations will be made by the Superintendent of Schools for Board approval. The responsibilities of these positions may be divided equally.

Effective July 1, 2003, the stipend will be \$1,900 per person.

H. Personnel File:

It shall be the policy of the Board of Education to maintain a personnel file for each employee. Written evaluations shall be prepared periodically by head custodians and the Plant Facilities Administrator. They shall be reviewed with each employee who will then initial the file copy. Each employee shall be given an opportunity to respond in writing to any evaluation. All materials contained in this personnel file, except confidential recommendations, shall be open to each employee by appointment with his immediate supervisor after reasonable notice.

I. Tennis Court Attendant:

This position shall be created effective July 1, 1992 and shall be an annual appointment at a rate of \$950 per year. Responsibilities occur between April 1 and November 1, and shall include opening and closing the courts, and cleaning and maintaining the courts on weekends, holidays, and at such times when regular custodial/grounds-maintenance staff are not working.

#### IV. SALARIES

A. Salary Schedules:

1. Salary schedules are attached as Appendix A.
2. Middle School Head Custodian: ratio of 1.025  
High School Head Custodian: ratio of 1.05
3. The attainment of the top step of any schedule must be through yearly progression from step to step. When employees are promoted they will be assured of at least a \$300 increase in their rate of pay.

B. Differential Pay:

The practice of reduced work time will be discontinued in return for continuance of the differential pay provided in this agreement.



Custodial staff members whose hours are from 3:30 p.m. to 12:30 a.m. will receive an additional 15¢ per hour differential while working that shift. The Noon to 8:00 p.m. shift will be paid an additional 15¢ per hour after 4:00 p.m. Custodial staff members working from 11:00 p.m. to 7:00 a.m. will be paid an additional 20¢ per hour differential while working that shift.

In addition to the foregoing compensation, the sum of \$50 will be paid at the end of June to all current employees scheduled for the night shift for the entire school year. Those employees otherwise eligible who are temporarily transferred to the day shift will also be eligible for this payment.

C. Overtime:

1. The determination as to whether or not there shall be additional custodians on duty, whether at regular or special school activities, shall be the responsibility of the building principal.
2. Principals shall advise the Plant Facilities Administrator and their own Head Custodian of anticipated overtime needs so that this provision can be implemented.
3. The Plant Facilities Administrator will have the responsibility and authority to assign overtime in a manner which will best meet the needs of the District. Authorized overtime will be disbursed on an equitable basis among qualified personnel within the building for which the overtime is authorized.
4. Notices requiring overtime work will be posted reasonably in advance.
5. Custodial employees who work more than forty (40) hours per week or eight hours out of each twenty-four, shall be paid time and one-half for the excess above those forty or eight hours at their regular shift rate. Overtime for the Noon to 8:00 p.m. shift will be paid at the rate of time and one-half of the night rate, including the 15¢ hourly differential.
6. Overtime will not be paid on amounts less than one-half hour. On the other hand, work in excess of one-half hour will be paid as though it were a full hour.
7. Custodial employees who work on Sundays or holidays shall receive double-time pay.

D. Normal Work Week:

The normal work week is to consist of five (5) eight hour days from Monday to Friday. This provision shall not apply to employees hired on or after July 1, 2000 or to employees who voluntarily agree to waive this provision.

E. Longevity Pay:

Years of Service: 10 = \$625  
15 = \$700  
20 = \$775

These amounts are to remain at these levels throughout the term of the agreement.

The above longevity differentials shall be paid annually after eligibility. Longevity differentials shall be cumulative.

F. Changes in Shifts, Scheduled Programs:

When practicable in the judgment of management, at least 48 hours notice shall be given of changes of shifts or scheduled programs or in requiring an employee to work overtime.

**V. GRIEVANCE PROCEDURES**

Formal Grievance Procedures are hereby instituted as follows:

Section I: General Policy

It is the intention of the Board of Education that any employee, regardless of membership in an Association, should have full access to the Board of Education on any grievance that may arise.

Section II: Definition

A grievance is a claim by any employee or group of employees based upon any event or conditions affecting the welfare and/or terms of the conditions of employment, including but not limited to any claimed violation, misinterpretation, misapplication, or inequitable application of law, rules or regulations having the force of law, this Agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Board of Education and administration.

Section III: Procedure

An employee must first present his/her problem (in writing) to the building principal. If they are not able to resolve the problem, and that fact is stated by either party in writing, a grievance exists. Then, and only then, can the employee initiate the Grievance Procedure.

Wherever an employee prefers, s/he may choose any member of his/her particular staff, or a legal representative, to accompany him/her through the various stages of the Grievance Procedure.

The Association will establish a Grievance Committee which will hear the application of the aggrieved employee. Once that committee has endorsed the existence of a grievance, the following levels of negotiations are to be pursued:

**Level I** The aggrieved party endeavors to settle the case with the parties immediately concerned. If no solution is reached, the grievance is taken to the next level.

- Level II** The aggrieved party presents the grievance to the Superintendent of Schools. If the aggrieved party is not satisfied by the resolution of the problem at this level, the Grievance is taken to the next level.
- Level III** The aggrieved party presents the grievance to the Board of Education. The Board reviews the matter, and will announce its decision within a period of thirty (30) days.
- Level IV** Advisory arbitration.

## VI. EXHIBIT A

- A. Anti-Strike Pledge:  
The Association affirms that it does not have the right to strike. The Association and its agents will not assist or participate in strikes, sanctions, work slow-downs, or any concerted effort which is designed to impair the normal operation of the school system.
- B. Management Clause:  
Except as expressly provided otherwise by this Agreement, the determination and administration of school policy, the operation of the schools, and the direction of the employees, are vested exclusively with the Board of Education.
- C. Zipper Clause:  
The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, except by mutual consent.

## VII. DURATION OF AGREEMENT

This agreement shall be effective from July 1, 2002 through June 30, 2007 and shall automatically be renewable for successive one year terms unless either party serves written notice of termination on or before January 15 of the year in which it is desired to terminate the contract, but in no event before January 15, 2007.

## VIII. MISCELLANEOUS


As required by Section 204-a of the Civil Service Law, the following is added to this agreement:

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 therefore, shall not become effective until the appropriate legislative body has given approval.


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

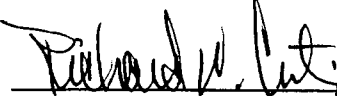
BAYPORT-BLUE POINT CUSTODIAL UNIT  
SUFFOLK EDUCATIONAL LOCAL 870  
CIVIL SERVICE EMPLOYEES' ASSOCIATION

  
\_\_\_\_\_  
President

\_\_\_\_\_  
  
\_\_\_\_\_  
CSEA Field Representative

BAYPORT-BLUE POINT  
BOARD OF EDUCATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent of Schools

SALARY SCHEDULES

	<u>Step</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Custodian	Entry	---	---	29,412	30,324	31,264
	1	28,666	29,526	30,412	31,324	32,264
	2	29,731	30,623	31,542	32,488	33,463
	3	30,793	31,717	32,668	33,648	34,658
	4	31,862	32,818	33,802	34,816	35,861
	5	32,922	33,910	34,927	35,975	37,054
	6	33,987	35,007	36,057	37,139	38,253
	7	---	36,104	37,187	38,303	39,452
Head Custodian	Entry	---	---	33,552	34,589	35,657
	1	32,569	33,546	34,552	35,589	36,657
	2	33,897	34,914	35,961	37,040	38,151
	3	35,227	36,284	37,372	38,493	39,648
	4	36,557	37,654	38,783	39,947	41,145
	5	37,886	39,023	40,193	41,399	42,641
	6	39,214	40,390	41,602	42,850	44,136
	7	---	41,758	43,011	44,301	45,630
Groundsman/ Driver Messenger	Entry	---	---	30,542	31,488	32,463
	1	29,731	30,623	31,542	32,488	33,463
	2	30,883	31,809	32,764	33,747	34,759
	3	32,035	32,996	33,986	35,006	36,056
	4	33,187	34,183	35,208	36,264	37,352
	5	34,341	35,371	36,432	37,525	38,651
	6	35,491	36,556	37,652	38,782	39,945
	7	---	37,740	38,872	40,038	41,240
Senior Groundsman	Entry	---	---	32,121	33,115	34,138
	1	31,220	32,157	33,121	34,115	35,138
	2	32,429	33,402	34,404	35,436	36,499
	3	33,638	34,647	35,687	36,757	37,860
	4	34,848	35,893	36,970	38,079	39,222
	5	36,056	37,138	38,252	39,399	40,581
	6	37,265	38,383	39,534	40,720	41,942
	7	---	39,628	40,817	42,041	43,303
Maintenanceman	Entry	---	---	32,424	33,426	34,459
	1	31,505	32,450	33,424	34,426	35,459
	2	32,745	33,727	34,739	35,781	36,855
	3	33,987	35,007	36,057	37,139	38,253
	4	35,227	36,284	37,372	38,493	39,648
	5	36,467	37,561	38,688	39,848	41,044
	6	37,709	38,840	40,005	41,206	42,442
	7	---	40,120	41,324	42,563	43,840
Senior Maintenanceman	Entry	---	---	35,279	36,367	37,488
	1	34,196	35,222	36,279	37,367	38,488
	2	35,591	36,659	37,758	38,891	40,058
	3	36,988	38,098	39,241	40,418	41,630
	4	38,385	39,537	40,723	41,944	43,203
	5	39,779	40,972	42,202	43,468	44,772
	6	41,176	42,411	43,684	44,994	46,344
	7	---	43,850	45,166	46,520	47,916
Maintenance Crew Leader		Senior Maintenance Salary plus \$3,000				