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#### Contract Database Metadata Elements

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COS / 4564

**AGREEMENT**

**between the**

**SUPERINTENDENT OF SCHOOLS**

**and the**

**BAY SHORE CUSTODIAL ASSOCIATION**

**of the**

**BAY SHORE UNION FREE SCHOOL DISTRICT**

**\*\*\***

**July 1, 2013 – June 30, 2018**



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## **ARTICLE ONE – GENERAL PROVISIONS**

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

#### **A. EFFECTIVENESS**

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

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

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

#### **C. LIMITATIONS**

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

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

This Agreement shall take effect on July 1, 2013 and shall remain in full force and effect through June 30, 2018.

### **SECTION II. RECOGNITION**

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

another employees' organization is recognized or certified under the appropriate provisions of law.

### **SECTION III. UNIT, DEFINITION**

The parties hereto determine and agree that an appropriate employer-employee negotiating unit entitled to recognition by the District pursuant to the provisions of the Public Employees' Fair Employment Act shall consist of all full time members of the operation and maintenance staffs of the Bay Shore Union Free School District who have been appointed by the Board of Education to permanent, full time positions or to part-time positions of four or more hours per day including all chief and head custodians, custodial workers, head groundsmen, data control supervisor, school district investigator and all other members of the grounds and maintenance staff not specifically excepted. Not included in the unit are any individuals working for the District through non-District funding, such as CETA, PWP, WIN, etc., or substitute workers.

Part-time workers in included positions shall be entitled to those contractual fringe benefits for which they were eligible under the regulations of the providing agency at the time of their initial employment or as such benefit entitlement may be subsequently expanded. For any benefits based upon annual duration of service, such as vacation, or personal days, such benefits shall be pro-rated to reflect the time served; for cumulative benefits such as sick leave, service in prior years shall be pro-rated to reflect conditions of service at the time used. If, for example, 20 ½ days were accumulated in a half-time appointment, on transfer to full time service, pro-ration would equate to 10.25 full time days.

## **ARTICLE TWO – ASSOCIATION BENEFITS**

### **SECTION I. AGENCY FEE**

Pursuant to the passage of legislation enabling the implementation of an Agency Shop Fee, the District does hereby agree that no later than the second pay period after the effective date of employment, each employee who is not a member of the Bay Shore Custodial Association will pay to the collective bargaining agent each pay period a service charge toward the administration of this Agreement and the representation of such employee; provided, however, that each employee will have available to him/her membership in the Bay Shore Custodial Association on the same terms and conditions as are available to every other member of the Association. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and bi-weekly dues for each pay period, thereafter in an amount equal to the regular and usual bi-weekly dues. The District shall deduct such fee in the same manner as the membership dues are deducted. The amount collected through the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used toward expenditures by the organization in and of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment.

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

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

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

## **SECTION II. OPENINGS**

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

## **ARTICLE THREE – MEMBER BENEFITS**

### **SECTION I. NIGHT SHIFT EMPLOYMENT**

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



## SECTION II. DIFFERENTIALS

### A. NIGHT SHIFT

Those members of the Unit who are assigned full time to the night shift shall be placed on the "Night Shift" custodial schedule.

The assistants to the head custodians assigned to the night shift at the middle school and the senior high school will receive the specified night shift differential in addition to the stipend described in the section entitled "Assistants to Head Custodians."

### B. OVERLAPPING SHIFTS

It is agreed that if the District establishes split shift schedules for the five elementary schools, to meet coverage and scheduling requirements, a pro-rated differential shall be established for employees whose assigned shift begins before 3:00 p.m. and which extends beyond 6:00 p.m. For such employees, the night shift differential shall be applied for all hours actually worked after 3:00 p.m. Such differential shall be as a supplement to the regular rate and shall be computed by multiplying the regular hourly rate for the individual involved by the number of hours after 3:00 p.m. by the differential.

### C. OVERTIME

Time and one-half will be paid for all hours worked beyond forty hours in one week. Sick leave and holidays for which compensation is paid shall be counted as time worked for purposes of computing overtime. Employees who are required to work on a paid holiday will be entitled to compensation equal to one and one-half times the normal rate of pay (in addition to their regular compensation for such paid holiday, where that is the case). At the discretion of the employee as acceptable to the District, the District may grant compensatory time for overtime work at time and one-half of the regular rate. The maximum amount of compensatory time which any member may accrue at one time is 240 compensatory hours, which is the equivalent of 160 hours of actual work. Accrual of compensatory time and determination of when it may be used requires the approval of the head custodian and administrator in charge. Use of accrued compensatory time will be granted within a reasonable period of time after accrual and when such use does not unduly disrupt the scheduling or operation of the building.

On any single occasion when overtime has been accrued in excess of five and one-half hours, a thirty minute lunch break shall be included. If specific circumstances mandate continuous service so that such lunch cannot be taken, then payment shall be made for such lunch period at the overtime rate.

**D. TEMPORARY ADJUSTMENT**

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

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

**E. ASSISTANTS AND OTHER SUPERVISORS**

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

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

**F. LAYOFFS OR EXCESSING OF PERSONNEL**

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

For the 2013-2014 fiscal year only, the District agrees that it shall not abolish or eliminate the positions of unit members employed as of May 29, 2013 for budgetary reasons or economic constraints, abolition of programs, or for other reason. This agreement not to lay-off unit members is expressly contingent upon voter approval of the District's 2013-2014 school budget. This agreement applies only to job abolitions, and nothing herein prevents the District from terminating employees for performance or other work related reasons. The District also retains

the right, in its discretion, not to fill positions that are vacated as a result of retirements, resignations, terminations or other separations from service.

#### G. SUSPENSION

It is agreed by the District and the Association that in the event that charges under Article 75 of the Civil Service law are filed against a member of the Unit, the maximum period of suspension with pay shall be no more than five months or one hundred work days for members of the Unit unless any delays beyond that point have been occasioned through failure of the District to proceed promptly in any step of the procedure or because of additional delay occasioned by failure of the Hearing Officer to meet the agreed upon deadline for rendering of the decision. Should the period of suspension exceed one hundred work days, for any reason other than above, such suspension shall continue in full force and effect without pay until the date of Board action on the decision of the Hearing Officer. Should the Hearing Officer recommend and the Board approve reinstatement, all appropriate monies not paid shall be promptly refunded. However, the District shall continue to make necessary payments to continue health insurance in effect at the time of the suspension without pay until the date of such Board action. While on suspension with pay the member may be assigned to other duties.

#### SECTION III. BUILDING CHECKS

It is agreed by the parties to this Agreement that the total compensation levels for Head and Chief custodians have been established to include therein, overtime payment at the required Federal and/or State rate(s) to cover all time necessary for building checks on weekends and/or holidays, which are a responsibility of such positions.

Excepted from the above agreement shall be all building check days falling within a vacation period equal to the vacation entitlement for each Head or Chief custodian, starting computation of such entitlement on July 1 of the year during which the vacation is to be taken, and running thereafter through the number of days of vacation entitlement for each Head or Chief custodian. On excepted days equal to the above computed number, building checks as assigned in writing shall be the responsibility of the backup person or assigned member of the Unit.

It is further agreed that the total compensation levels for all backup persons have been established to include therein, overtime payment at the required Federal and/or State rate(s) to cover all time necessary for providing backup coverage for building checks on weekends and holidays as excepted and further described above.

The District shall reconcile such charges from time to time and shall balance them by the end of the school year.

This section shall not be construed to waive any further District action with respect to failure to carry out required building checks.

#### **SECTION IV. PROPERTY SECURITY**

The District shall establish a fund of \$3,000 to compensate members of the Unit for vandalism damage to their cars while parked in the District parking facilities during hours when they have been assigned to their regular or overtime duties. This provision shall also cover accidental damage or vandalism to personal trucks or automobiles of the maintenance crew during work hours while being used for District work and operated in accordance with standard procedures. To be eligible for reimbursement, the member of the Unit must make application to the Superintendent of Schools or his designee and provide:

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

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

#### **SECTION V. HEALTH AND DENTAL PLANS**

##### **A. HEALTH INSURANCE**

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

Active Employees –The parties agree that the District shall assume 85% of the family or individual premium for those unit members covered under the District’s health insurance program.

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

The District shall pay 100% of the cost for “Group Excess Medical Insurance” coverage as subscribed on July 1, 1982. A member who retires may elect to maintain this group insurance if he/she assumes all premium costs as established by the carrier.

Members of the Unit whose health insurance coverage availability derives from a spouse’s coverage shall be paid annually the sum of \$750, on or about December 15 of each year. Should it become necessary for the member to re-enroll in the health insurance plan due to unavailability of coverage under his/her spouse’s plan, the District shall permit such re-enrollment and the member shall be charged back a pro-rata portion of the above-referenced \$750, if the sum has been paid. Said pro-rata charge back shall be at the rate of \$62.50 per month, calculated from July 1 to the date of re-enrollment. Should the member’s coverage terminate prior to June 30, then the District shall be entitled to recovery of the pro-rata portion of the \$750 for the amount of the year the member was not entitled to health insurance coverage.

The Association acknowledges and agrees that the requirements of NYSHIP Employee Benefits Division Policy Memo 122r3 relating to eligibility for the buyout shall go into effect on January 1, 2014.

Retirees –For any member who retires, the District shall assume 92.5% of family or individual premium of the retiree medical premium.

It is recognized that the purpose of this Section is to assure that all members of the Unit do enjoy availability of maximum benefits under the plan, but the District shall not pay excess amounts for duplication of benefits.

**B. DENTAL INSURANCE**

The District shall make available to each member a dental insurance plan, the benefits of which are at least equivalent to those provided in the plan available to members as of June 30, 1982, and which has a maximum benefit of \$2,000 under the plan.

A member who retires may elect to maintain this group dental insurance plan if he/she assumes all premium costs, as may be agreed to by the insurance carrier.

**C. LIFE INSURANCE**

The District shall provide a fully paid group term life insurance policy covering each member of the Unit in the amount of \$20,000.

A member who retires may elect to maintain this group life insurance plan if he/she assumes all premium costs, as may be agreed to by the insurance carrier.

**D. VISION CARE AND EYE EXAMINATIONS**

For the 2013-2014 fiscal year, up to a maximum of \$100 will be allowed to each full-time member of the unit for a personal, medical eye examination and/or prescriptive vision care or combination thereof, contingent upon presentation of a receipt or other proof of the medical visit or prescriptive eye wear. For the remainder of the term of this Collective Bargaining Agreement, effective July 1, 2014, up to a maximum of \$125 will be allowed. If it is not fully used in any given fiscal year, this monetary benefit is lost and is not carried forward nor added to the following year's benefits.

**SECTION VI. GRIEVANCE PROCEDURE**

**A. SCOPE**

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

**B. FIRST PROCEDURAL STAGE**

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

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

**C. SECOND PROCEDURAL STAGE**

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

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

#### D. THIRD PROCEDURAL STAGE

If resolution of the dispute is not reached at that point, then within ten calendar days after the above, the grievant shall present all of the records with respect to the grievance, including the written report of the building principal and the grievance record forms to the Human Resources Office. That Office shall arrange for calling in a grievance review board composed of the President of the Custodial Association, the Executive Director of Human Resources or their designees, plus an additional representative for either side, neither of whom shall be directly involved in the grievance. Following review of all records and a presentation of any information by either party to the dispute, the board shall reach a decision within thirty days which shall settle the matter. If the Review Board does not reach agreement, then the two recommendations from the Review Board shall be submitted to the Superintendent who shall accept, or reject, or modify any of the recommendations. His decision shall be final and binding.

#### SECTION VII. HOLIDAYS

The following days during the year shall be considered as holidays, unless school is in session or teachers are working, and shall not be included as part of an employee's vacation period:

Independence Day	Thanksgiving Day
Labor Day	The Friday after Thanksgiving Day
Rosh Hashanah, two days	Christmas Day
Yom Kippur	New Year's Day
Good Friday	Martin Luther King's Birthday
Columbus Day	Presidents Day
Election Day	Memorial Day
Veterans Day	

In addition to those specified above, one day before or after Christmas and New Year's Day shall be added as determined by the Superintendent of Schools, as well any other holiday as authorized by the Board of Education.

In order to provide a minimum of (12) holidays the Superintendent of Schools may schedule observation of national holidays which fall on Saturday or Sunday to take place either on the preceding Friday or succeeding Monday, provided school is not in session.

Unit members shall be given one (1) paid floating holiday annually to be used at any time during the year, with prior supervisory approval.

**SECTION VIII. HOURS, WORK WEEK AND WORK YEAR**

**A. WORK WEEK – SCHOOL YEAR**

Full time members of the Unit will work forty hours per week, exclusive of lunch.

**B. WORK WEEK – SUMMER**

The summer work schedule shall be seven hours per day exclusive of lunch for all Unit members. Summer hours shall start the Monday after Commencement Day and continue until the last work day before Labor Day.

**C. VACATION**

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

<b>Length of Service</b>	<b>Vacation Period</b>	<b>Accrual Rate</b>
First year after 2 months		1 day/month
2 years up to 5 years	10 working days	.83 days/month
Over 5 years	15 working days	1.25 days/month
Over 10 years	20 working days	1.66 days/month
Over 16 years	21 working days	1.75 days/month
Over 17 years	22 working days	1.83 days/month
Over 18 years	23 working days	1.92 days/month
Over 19 years	24 working days	2.0 days/month
Over 20 years	25 working days	2.08 days/month

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

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

If unused, unit members may accumulate up to no more than five (5) vacation days into the following year.



#### D. VACATION COMPUTATION

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

### SECTION IX. LEAVES

#### A. JURY DUTY

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

At any time when an employee is serving on jury duty but is not required to be present, he/she is expected to report to work. However, this should not be construed to cover short periods of time (up to two hours) at the beginning or end of the work day.

Normally, substitutes will not be hired while Civil Service personnel are on jury duty.

#### B. PAID LEAVE

A maximum of three days of excused absence per year with pay may be allowed for required personal, that is, relating to the individual rather than to the District, business or emergency reasons, such as closing a title on a home, attending a family member's graduation, or fulfilling other responsibilities of importance to the employee and his/her family for which paid leave is not provided for elsewhere and which cannot be scheduled by the employee on other than work days.

Any member applying for a day of leave for reasons related to the individual, should, if possible, present a written request to his/her immediate supervisor and administrator in charge, at least two weeks in advance, stating the specific reason for the request. If there is a disagreement, the administrator shall decide. Either the employee or the supervisor may appeal such decision to the Executive Director of Human Resources.

Where the employee believes that he/she has cause not to reduce the reasons for the request to writing, he/she may orally state to the immediate supervisor or other administrator, the reasons for the request. In such cases the immediate supervisor or administrator must certify in writing to the Executive Director of Human Resources that the reason offered is, in his/her judgment, reasonable to qualify for such absence with pay.

Absences with or without pay solely for the convenience of the employee will not be granted.

On an annual basis, all unused personal days are converted to sick days.

### C. SICK DAYS AND PAYMENT CONDITIONS FOR UNUSED DAYS

Accrual of sick leave will commence from July 1, 1966.

Any full time employee having served ten consecutive years as a member of this Unit, upon separation from service, or "retirement for service or disability," will be granted terminal leave for one unused sick leave not to exceed 200 days. Sick leave shall be accumulated at the rate of one day per month commencing with the first full month of the employees work year. The combined total of number of days from accumulated sick computation and the transfer of unused personal days shall not total more than 200 days. At the option of the employee, salary due for accumulated sick leave up to 200 days shall be paid in a lump sum, at the then current salary rate, upon termination of employment in accordance with the percentage ratios shown below.

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

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

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

<b>Years of Service</b>	<b>Payment</b>
After 10 years of service	50%
After 15 years of service	75%
After 20 years of service	100%

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

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

#### **D. DISABILITY**

An employee who is disabled through either a job related or non-job related (non-permanent disability) accident or illness may be required to perform limited duties commensurate with his/her ability. Such decision shall be made upon the combined advice of the employee's physician, the District's physician, and any other physician, such as one employed or appointed by the Workers' Compensation Board.

The District retains the right under applicable law to require an employee who has suffered a job related accident or illness to submit to a medical examination to verify his/her physical ability to continue employment. The District reserves all the rights and authority applicable to situations involving employees who have suffered a job related or non-job related accident or illness.

#### **SECTION X. COFFEE BREAKS**

For all full time members of the Unit, there will be one twenty minute coffee break in the morning, or during the first half of the work day.

#### **SECTION XI. TRUCKS, USE OF PERSONAL**

Members of the maintenance staff who are authorized to utilize their own trucks in carrying out the duties of their positions shall be compensated at a rate equal to 1.5 times that approved for use of personal automobiles to reflect the additional costs involved in the operation of such vehicles in the performance of their assigned duties.

**SECTION XII. RETIREMENT PLAN**

The District will provide for each member of the Unit covered by this Agreement the contribution to the New York State Employee's 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 forward information delivered to them to the Association concerning changes and new options provided by the New York State Retirement System.

**SECTION XIII. UNIFORMS**

During the school year all members of the staff shall be required to wear District uniforms as established and provided by the District. Association members shall annually receive three sets of uniforms and one outside jacket, the cost of which shall be equivalent to one uniform. In addition, all members of the staff shall be entitled to one heavy outside jacket during the first year of this Agreement at a cost not to exceed \$100 per person.

**SECTION XVIII. WAGES**

**A. SALARIES**

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

Year 1:	0% -	plus no step/no increment
Year 2:	1.625% -	plus step effective January 1, 2015.
Year 3:	1.625% -	plus step effective January 1, 2016.
Year 4:	1.500% -	plus step effective January 1, 2017
Year 5:	1.500% -	plus step effective January 1, 2018.

Regular Triborough step movement shall resume at the end of the term of this Agreement.

## B. LONGEVITY INCREMENTS

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

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

Effective July 1, 2014, the longevity increment amounts shall be as follows:

<b>Years of Service</b>	<b>Amount</b>
After 10 years	\$1350
After 15 years	\$1600
After 20 years	\$1850
After 25 years	\$2500

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

Notwithstanding the above longevity increments, unit members shall not receive any increase in their scheduled longevity increment for the 2013-2014 fiscal year. This means that unit members will still receive their applicable longevity increment but if the member is scheduled to receive an increase in the longevity increment by movement to a category with more years of service, that increase will not be paid. While this 2013-2014 increment increase is lost forever, it does not affect the calculation of years for longevity eligibility. Scheduled longevity increments and increases shall resume effective July 1, 2014.

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

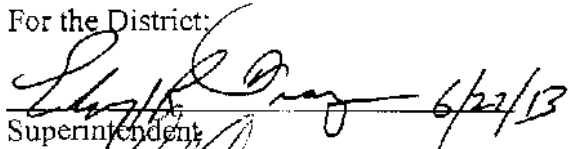
Longevity increments normally are permanent additions to salary. However, should an employee's performance be judged unsatisfactory, all or part of a longevity increment may be withheld or withdrawn. During any year in which a member of the Unit shall have been absent without leave or on suspension without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


pay for two weeks and salary was not restored after a hearing, that individual would need to serve eleven years rather than ten years in order to qualify for the first longevity payment. Performance evaluations shall be completed each year by May 1, and the employee notified of the decision of the evaluators. Any salary impact of such decision shall be effective as of July 1, of the following school year.

**ARTICLE FOUR – AGREEMENT**

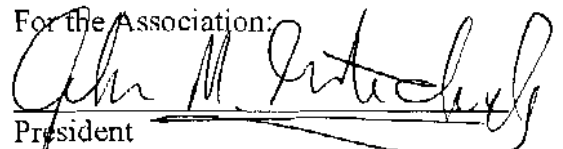
IN WITNESS WHEREOF the above Agreement has been made and executed pursuant to resolution of the Board of Education duly adopted on May 29, 2013, and pursuant to ratification by members of the Bay Shore Custodial Association held on May \_\_, 2013.


For the District:

  
Superintendent

  
Negotiator

For the Association:

  
President

  
Vice President

2013-14 CUSTODIANS' SALARY SCHEDULE (0.00%)

	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
						HD GRNDM		
		CUST	NTSHFT**	NIGHT CUST	ELEMNT	MS.SHS HD	CHIEF	SUPV
<u>STEP</u>	<u>COURIER*</u>	<u>WORKER</u>	<u>CUST WKB</u>	<u>SUPVISOR</u>	<u>HD CUST</u>	<u>MNLAVT</u>	<u>SUPV</u>	<u>NTWK COM</u>
1	36,001	40,001	44,001	50,655	59,850	62,694	69,121	81,654
2	37,991	41,991	46,190	52,993	61,269	64,114	70,538	83,073
3	39,975	43,975	48,373	55,335	62,683	65,532	71,958	84,491
4	41,956	45,956	50,552	57,672	64,100	66,948	73,376	85,908
5	43,934	47,934	52,727	60,013	65,518	68,365	74,791	87,325
6	46,278	50,278	55,306	62,349	66,936	69,779	76,206	88,738
7	48,624	52,624	57,886	64,689	68,357	71,199	77,623	90,154
8	50,618	54,618	60,080	67,027	69,779	72,607	79,033	91,565
9	52,604	56,604	62,264	69,367	71,199	74,026	80,451	92,984
10	54,577	58,577	64,435	71,707	72,607	75,446	81,871	94,405
11	56,849	60,849	66,934		74,026	76,863	83,289	95,821

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

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

2014-15 CUSTODIANS' SALARY SCHEDULE (1.625%)

	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
						HD GRNDM		
		CUST	NTSHFT**	NIGHT CUST	ELEMNT	MS.SHS HD	CHIEF	SUPV
STEP	COURIER*	WORKER	CUST WKR	SUPVISOR	HD CUST	MNT.AVT	SUPV	NTWK.COM
1	36,651	40,651	44,716	51,478	60,823	63,713	70,244	82,981
2	38,673	42,673	46,940	53,854	62,265	65,156	71,684	84,423
3	40,690	44,690	49,159	56,234	63,702	66,597	73,127	85,864
4	42,703	46,703	51,373	58,609	65,142	68,036	74,568	87,304
5	44,713	48,713	53,584	60,988	66,583	69,476	76,006	88,744
6	47,095	51,095	56,205	63,362	68,024	70,913	77,444	90,180
7	49,479	53,479	58,827	65,740	69,468	72,356	78,884	91,619
8	51,506	55,506	61,057	68,116	70,913	73,787	80,317	93,053
9	53,524	57,524	63,276	70,494	72,356	75,229	81,758	94,495
10	55,529	59,529	65,482	72,872	73,787	76,672	83,201	95,939
11	57,838	61,838	68,022		75,229	78,112	84,642	97,378

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

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



2015-16 CUSTODIANS' SALARY SCHEDULE (1.625%)

	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
						HD GRNDM		
		CUST	NTSHFT**	NIGHT CUST	ELEMNT	MS,SHS HD	CHIEF	SUPV
<u>STEP</u>	<u>COURIER*</u>	<u>WORKER</u>	<u>CUST WKR</u>	<u>SUPVISOR</u>	<u>HD CUST</u>	<u>MNT,AVT</u>	<u>SUPV</u>	<u>NTWK.COM</u>
1	37,312	41,312	45,443	52,315	61,811	64,748	71,385	84,329
2	39,366	43,366	47,703	54,729	63,277	66,215	72,849	85,795
3	41,416	45,416	49,958	57,148	64,737	67,679	74,315	87,259
4	43,462	47,462	52,208	59,561	66,201	69,142	75,780	88,723
5	45,505	49,505	54,456	61,979	67,665	70,605	77,241	90,186
6	47,925	51,925	57,118	64,392	69,129	72,065	78,702	91,645
7	50,348	54,348	59,783	66,808	70,597	73,532	80,166	93,108
8	52,408	56,408	62,049	69,223	72,065	74,986	81,622	94,565
9	54,459	58,459	64,305	71,640	73,532	76,451	83,087	96,031
10	56,496	60,496	66,546	74,056	74,986	77,918	84,553	97,498
11	58,843	62,843	69,127		76,451	79,381	86,017	98,960

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

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

2016-17 CUSTODIANS' SALARY SCHEDULE (1.50%)

[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	
					HD GRNDM			
	CUST	NTSHFT**	NIGHT CUST	ELEMNT	MS.SHS HD	CHIEF	SUPV	
STEP	COURIER*	WCRKER	CUST WKR	SUPVISOR	HD CUST	MNLAVT	SUPV	NTWK.COM
1	37,932	41,932	46,125	53,100	62,738	65,719	72,456	85,594
2	40,016	44,016	48,418	55,550	64,226	67,208	73,942	87,082
3	42,097	46,097	50,707	58,005	65,708	68,694	75,430	88,568
4	44,174	48,174	52,991	60,454	67,194	70,179	76,917	90,054
5	46,248	50,248	55,273	62,909	68,680	71,664	78,400	91,539
6	48,704	52,704	57,974	65,358	70,166	73,146	79,883	93,020
7	51,163	55,163	60,679	67,810	71,656	74,635	81,368	94,505
8	53,254	57,254	62,979	70,261	73,146	76,111	82,846	95,983
9	55,336	59,336	65,270	72,715	74,635	77,598	84,333	97,471
10	57,403	61,403	67,543	75,167	76,111	79,087	85,821	98,960
11	59,786	63,786	70,165		77,598	80,572	87,307	100,444

\* Column 1 calculated by deducting \$4,000 from column 3.

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

2017-18 CUSTODIANS' SALARY SCHEDULE (1.50%)

[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	
					HD GRNDM			
		CUST	NTSHFT**	NIGHT CUST	ELEMNT	MS,SHS HD	CHIEF	SUPV
<u>STEP</u>	<u>COURIER*</u>	<u>WORKER</u>	<u>CUST WKR</u>	<u>SUPVISOR</u>	<u>HD CUST</u>	<u>MNTAYT</u>	<u>SUPV</u>	<u>NTWK.COM</u>
1	38,561	42,561	46,817	53,897	63,679	66,705	73,543	86,878
2	40,676	44,676	49,144	56,383	65,189	68,216	75,051	88,388
3	42,788	46,788	51,467	58,875	66,694	69,724	76,561	89,897
4	44,897	48,897	53,787	61,361	68,202	71,232	78,071	91,405
5	47,002	51,002	56,102	63,853	69,710	72,739	79,576	92,912
6	49,495	53,495	58,845	66,338	71,218	74,243	81,081	94,415
7	51,990	55,990	61,589	68,827	72,731	75,755	82,589	95,923
8	54,113	58,113	63,924	71,315	74,243	77,253	84,089	97,423
9	56,226	60,226	66,249	73,806	75,755	78,762	85,598	98,933
10	58,324	62,324	68,556	76,295	77,253	80,273	87,108	100,444
11	60,743	64,743	71,217		78,762	81,781	88,617	101,951

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

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

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