

AGREEMENT

- between -

BOARD OF EDUCATION

NORTH SHORE CENTRAL SCHOOL DISTRICT

- and -

UNITED PUBLIC SERVICE EMPLOYEES UNION

July 1, 2009 – June 30, 2012

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AGREEMENT made this 14th day of *December*, 2010, by and between the NORTH SHORE CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "District") and the UNITED PUBLIC SERVICE EMPLOYEES UNION (hereinafter referred to as the "Union").

WITNESSETH

ARTICLE I. RECOGNITION

A. The District hereby recognizes the Union as the exclusive representative of all custodial workers, mechanics, bus drivers and maintenance personnel, excluding bus dispatchers, part timers and summer employees, for the purpose of negotiating collectively and in the administering of all grievances arising under the terms and conditions of employment and for the purpose of entering into written agreements in determining such terms and conditions of employment.

B. The Union shall be entitled to unchallenged representation status for the maximum period permissible by law.

C. The District shall deduct regular membership dues from the wages of those unit members who submit duly executed authorization permitting such payroll deductions.

No later than thirty (30) days after the effective date of this Agreement or thirty (30) days after the effective date of employment, whichever is later, each unit member who is not a member of the Union will pay to the Union each month a service charge toward the administration of this Agreement and the representation of such unit member; provided, however, that each unit member will have available to him/her membership in the Union on the same terms and conditions as are available to Union members. The Union shall certify the

amount of the service charge to the District. The District shall deduct such fee in the same manner the membership dues are deducted, provided that the Union certifies to the District that it has established a refund plan pursuant to Civil Service Law § 208(3), and the Union complies with all statutory requirements regarding agency fee.

The District shall supply the Union with the names of new unit members prior to the deduction of any agency fee for those unit members.

The Union shall indemnify the District and any representative of it and hold the District and any of its employees and officers harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any action taken by the District or any of its representatives for the purpose of complying with provisions of this Agreement and/or state law mandating that an agency fee deduction be made from the wages of those members of the bargaining unit who choose not to be members of the Union. In addition, the Union shall reimburse the District for any and all legal expenses associated with the defense of any such claim, demand, or suit.

ARTICLE II. SALARIES

A. Effective July 1, 2009 the wages for unit members shall be increased by 3.5% and increments will be paid as due. Effective July 1, 2010 the wages for unit members shall be increased by 3.5% and increments will be paid as due. Effective July 1, 2011 the wages for unit members shall be increased by 3.5% and increments will be paid as due. The salary schedule is annexed hereto as Appendix "A".

B. The District will reimburse maintainers and custodian bus drivers who drive a school bus, the cost of renewal of their commercial driver's license ("CDC"), such cost not to exceed \$120 per renewal.

C. An additional payment of 10% of the unit member's annual salary will be paid to any unit member regularly assigned to a shift that commences on or after 4:00 P.M.

ARTICLE III. HOURS AND OVERTIME

The workweek for all employees shall be forty (40) hours per week, Monday through Friday, with one hour for lunch each day. During July and August, the lunch period shall be reduced to one-half hour and the employees shall be permitted to leave work one-half hour earlier. Employees hired after the ratification of this agreement may in the discretion of the District be assigned a Tuesday – Saturday workweek. The District shall determine the workweek and hours of these employees and may change them on an ongoing and as needed basis.

For the Christmas, Winter and Easter (Spring) breaks when school is not in session, the lunch period shall be one-half hour and the employee shall be permitted to leave work one-half hour earlier.

Overtime shall be assigned to unit members on a rotating and nondiscriminatory basis in the buildings and/or departments. Custodial workers required to work on Sunday and/or holidays designated as custodial days off shall be compensated at double time.

In the event an employee is recalled to work to perform snow removal or other emergency work, he/she shall be guaranteed a minimum of two (2) hours' pay at the applicable

rate. This provision shall not apply to building checks. Snow removal or other emergency work performed as part of the employees continuous day shall be paid at the applicable rate.

If school is closed due to snow, unit members who were not required to work overtime and did not extend their regular shift on the day that school is closed, may, in the discretion of the Director of Facilities, based on the needs of the District, be permitted to go home one (1) hour early.

ARTICLE IV. HOLIDAYS

Fifteen (15) paid holidays shall be provided in accord with the Holiday Schedule annexed hereto as Appendix "B".

ARTICLE V. INSURANCE

A. The District shall continue to provide on behalf of the members of the bargaining unit the Health and Major Medical Insurance Plan as negotiated by the District and North Shore Schools Federated Employees Teachers Unit. Employees hired before February 1, 2006 shall pay 16% of the premium cost of their family and individual health insurance coverage effective March 4, 2010; 18% effective July 1, 2010 and 20% effective July 1, 2011. Employees hired after February 1, 2006, shall pay 20% of the premium cost of their family and individual health insurance coverage.

B. The District is enrolled in the New York State Disability Insurance Program, requiring both employee and employer contributions for the provision of disability insurance benefits.

C. The District shall provide unit employees with life insurance in an amount equal to their salary. The District shall pay the full premium.

D. The District shall contribute the following amounts to the United Public Service Employees Union Fund for all full time unit members which cost shall be as follows:

July 1, 2009 – June 30, 2010: \$733.00 per full-time employee per year.

July 1, 2010 – June 30, 2011: \$755.00 per full-time employee per year.

July 1, 2011 - June 30, 2012: \$778.00 per full-time employee per year.

Contributions shall be used solely for dental benefits.

E. Disability Insurance:

The District shall deduct from the wages of those unit members wishing to participate in a disability insurance program sponsored by the Union. All contributions shall be made by the employee. The Union shall indemnify the District and any representative of it and hold the District and any of its employees and officers harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any action taken by the District or any of its representatives for the purpose of complying with this provision of this Agreement. In addition, the Union shall reimburse the District for any and all legal expenses associated with the defense of any such claim, demand, or suit.

ARTICLE VI. VACATION

A. Personnel covered by this Agreement shall receive paid vacation in accord with the following:

1. Personnel having served the District for more than one (1) year but less than five (5) years shall be entitled to a ten (10) day vacation period with pay.

2. Personnel having served the District for five (5) years or more but less than ten (10) years shall be entitled to fifteen (15) days' vacation with pay.

3. Personnel having served the District for more than ten (10) years shall be entitled to vacation as follows:

11 years.....	16 days
12 years.....	17 days
13 years.....	18 days
14 years.....	19 days
15 or more years.....	20 days

4. Vacation time may not be carried over from year to year absent express written approval of the Assistant Superintendent for Business.

B. Upon termination of employment, employees shall receive reimbursement for accumulated unused vacation days at their current rate of salary. Employees who resign must give two weeks written notice in order to receive accumulated vacation, unless in the discretion of the District, requiring notice would be unreasonable.

C. No vacations shall be taken during the last two weeks of school and the two weeks prior to the opening of school. Vacation requests shall be submitted on or before June 1. For requests submitted prior to June 1, seniority will be controlling. When requests are submitted after June, the earlier filed request shall be given preference. In case requests are filed the same day, seniority will be controlling. Custodian-Bus Drivers shall also submit vacation requests to the Transportation office.

All vacation requests must be approved by the building principal or the Director of Facilities. If the building principal or the Director of Facilities denies a vacation request, an appeal may be lodged with the Assistant Superintendent for Business whose decision shall be final and not subject to review.

ARTICLE VII. PERSONAL BUSINESS DAYS

In the event that personal business cannot be accomplished outside of working hours, an employee shall submit his/her request for such time in writing to his/her immediate supervisor. No reason other than "personal business" need be given for the absence, except for days taken before or after school holidays. The supervisor, in turn, will refer the matter with his/her recommendation to the Superintendent (or his/her official representative). With the approval of the Superintendent (or his/her official representative) such absence on personal business for contract employees, for the time necessary, will be allowed with full compensation not to exceed two (2) days per year. Where any additional time may be needed, the employee will be docked for each day's absence over the two (2) compensated days. Custodian-Bus Drivers shall also submit personal day requests to the Transportation office.

Unused personal business days may be rolled into sick leave.

ARTICLE VIII. PROMOTIONS

All promotions and vacancies shall be posted in all buildings five (5) days prior to filling. Seniority shall be an important consideration in evaluating an applicant's qualifications.

ARTICLE IX. NEGOTIATIONS

One member of the bargaining team assigned to the night shift shall be permitted to attend negotiating sessions, provided, however, that the excused time is made up and the assigned work is completed.

ARTICLE X. IN-SERVICE TRAINING

The District shall pay the cost for approved in-service training courses provided written approval is secured in advance from the Superintendent or his/her designated representative.

When an employee is required to use his/her own vehicle, he/she shall be reimbursed for his/her mileage.

ARTICLE XI. UNION BUSINESS

A. The District shall make available to the Union, without charge, space for the conduct of general meetings of the membership and individual committee meetings.

B. No Union business meetings shall be conducted during working hours, except as granted by the Assistant Superintendent for Business.

C. A Union representative may enter the premises for Union business upon prior notice to the Assistant Superintendent for Business. Entry will be after working hours when school is not in session, unless prior approval is given by the Assistant Superintendent for Business.

D. The Union shall have free and unhindered use of school boxes for the purpose of distributing material to its membership provided such use does not interfere with official use by the District.

ARTICLE XII. RETIREMENT

The District shall provide for coverage of permanent employees pursuant to Section 75(i) of the New York State Employees' Retirement Plan.

ARTICLE XIII. EXAMINATIONS

The employees covered by this Agreement agree to comply with the District's policy regarding medical examinations as set for all employees of the District.

ARTICLE XIV. GRIEVANCE PROCEDURE

Each employee shall be entitled to a representative of his/her own choice at each step of the grievance procedure.

Any disputes arising concerning the interpretation or application of the terms of this contract, or the rights claimed to exist there under, may be the subject of a grievance and shall be processed and resolved in accordance with the following:

A. A grievance shall be presented by the employee to his/her principal, in writing, within ten (10) working days after the alleged grievance arises, or where this does not apply, to the administrator immediately superior. Within five (5) working days after receipt of the written grievance, the administrator or immediate supervisor shall confer with the aggrieved and his/her representative, if the employee so desires.

B. In the event such grievances is not resolved, in writing, within five (5) working days following such presentation, it shall be presented, in writing, within (5) working days after receipt of reply, to the Assistant Superintendent for Business, by the employee.

C. Within five (5) working days after receipt of the written grievance, the Assistant Superintendent for Business shall confer in person with the aggrieved and his/her representative, if he/she so chooses. In the event such grievance is not satisfactorily resolved, in writing, at the Assistant Superintendent's level within ten (10) working days after presentation, the grievance shall be presented in writing within ten (10) working days after receipt of reply to the Superintendent of Schools for settlement. Within five (5) working days after receipt of the written grievance, the Superintendent of Schools shall confer in person with the aggrieved and his/her representative, if he/she so chooses.

D. In the event such grievance is not satisfactorily resolved, in writing, at the Superintendent's level within ten (10) working days after presentation, the grievance shall be presented, in writing, within then (10) working days after receipt of the reply to the Board of

Education for settlement. The decision of the Board of Education shall be final and binding.

E. A reasonable amount of time will be granted to handle any emergency grievances that may arise during working hours. It is understood that such activity shall be handled as quickly as possible.

ARTICLE XV. SICK LEAVE, BEREAVEMENT LEAVE AND FAMILY ILLNESS

A. Sick Leave:

1. Employees shall be entitled to fifteen (15) paid sick leave days per year of service, accumulative to ninety (90) days, at which point they shall be entitled, thereafter, to ten (10) paid sick leave days per year of service accumulative to one hundred fifty (150) days. Once an employee reaches ninety (90) days for the first time, forever after their entitlement shall be ten (10) days per year even though use of sick leave may reduce the accumulation below ninety (90) days.

2. The policy of paid sick leave in cases of short-term illness shall be subject to the District's discretion. The District's discretion shall be exercised to deny sick leave where there is a determination that the individual is abusing the sick leave policy. In addition, the District may at its sole discretion, require an employee to provide a doctor's note for any employee seeking sick leave payments. The District may also require an employee calling in sick to be examined by the District's physician. Any co-payment charged for the doctor's visit not covered by the employee's insurance shall be reimbursed by the District.

B. Bereavement Leave:

An employee shall be entitled to up to a maximum of five (5) days of paid bereavement leave in the event of a death in the employee's immediate family. Immediate

family is defined as the employee's mother, father, brother, sister (or corresponding in-law), spouse, child, grandparents or legal guardian. Such leave is in addition to other paid leave. Such leave may be extended at the sole discretion of the Superintendent.

C. Family Illness:

An employee may be granted up to five (5) days per year in the event of serious illness in the employee's immediate family requiring his/her presence at home. Immediate family is defined as the employee's spouse or child(ren).

ARTICLE XVI. OUT-OF-TITLE WORK

Any employee who is assigned to work above his/her classification to fill the position of another employee for more than five (5) consecutive working days shall, commencing with the 6th day of said assignment, be paid the pay scale he/she would be on if he/she were actually promoted to the higher classification. When an employee qualifies for the pay scale of the higher classification, he/she shall be paid retroactive to the first day of the said assignment at the higher classification.

ARTICLE XVII. WORKERS COMPENSATION

Employees filing workers' compensation claims must use a physician or physicians designated by the District in order to process any claims.

Employees shall notify the building administrator of any work related accident or injury immediately after such incident occurs. All appropriate forms shall be completed prior to the end of the work day. In the case of an accident occurring after hours, such employees must notify their supervisor as soon as practical, and in no event, no later than the next business day.

Should the building administration be unavailable, the Director of Facilities or his designee shall be notified.

ARTILCLE XVIII. PER-DIEM SUBSTITUTES

The District has the right to utilize per-diem substitutes when unit members are absent from work.

ARTICLE XIX. MISCELLANEOUS

A. Examination of Records:

Upon forty-eight (48) hours prior written notice to the Assistant Superintendent for Business, any employee will be permitted to review his/her own Personnel File excluding pre-employment information.

B. Uniforms:

The District shall provide two sets of uniforms per year to those employees required to wear uniforms. Employees shall place their orders for uniforms no later than May 15th provided forms are issued in a timely manner. Employees shall be required to wear their uniforms.

C. All employees, at the discretion of the District, shall be required to sign in before work and sign out prior to leaving work. No employee shall be required to sign a time sheet for another employee.

D. Employees seeking benefits under this agreement (*e.g.*, vacation, personal leave, bereavement, etc.) must complete the necessary forms in a timely basis in order to receive the benefits. Failure to do so may result in the forfeiture of such benefits.

ARTICLE XX. MANAGEMENT RIGHTS

Notwithstanding any other provisions of this Agreement and applicable law, the District retains full responsibility and sole right of management of the District, its business affairs and property, including, but without limitation, the right to supervise, assign, direct and transfer the working forces; to plan, control, increase, decrease, transfer, or discontinue operations; to establish and modify work and school schedules; to establish, enforce and modify work rules; to hire, and promote employees; to increase or decrease the working force; and to suspend, discipline and discharge employees.

ARTICLE XXII. ILLEGALITY

In the event any part, provision, or term of this Agreement shall be determined or found to be contrary to law, then such provision shall not be applicable nor shall the term thereof be performed or enforced except to the extent permitted by law. However, all other terms and provisions of this Agreement shall continue in force and effect.

ARTICLE XXII. TAYLOR LAW NOTICE

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.

ARTICLE XXIII. DURATION OF THIS AGREEMENT

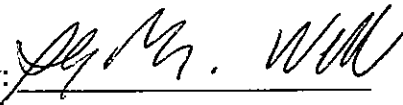
This Agreement shall be effective July 1, 2009, and shall remain in full force and effect to and including June 30, 2012, and shall be automatically renewed thereafter for periods of one (1) year unless either party notifies the other, in writing, by certified mail, on or before January 15, 2012, or any subsequent January 15, of its desire to make changes herein or to terminate this Agreement.

ARTICLE XXIV RE-OPENER CLAUSE


In the event that the New York State Legislature enacts into law a statute establishing "caps" on school budgets, or on tax levies for school districts, or in any way imposes a statutory limit on any increases in the annual budgets or tax levies of school districts, and in the further event that such legislation becomes law, then either party may thereupon demand the initiation of re-opener negotiations respecting salary and health insurance.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first above written.

NORTH SHORE CENTRAL
SCHOOL DISTRICT

By: 

UNITED PUBLIC SERVICE
EMPLOYEES UNION

By: 
*KEVIN E. ROYLE
PRESIDENT*

NORTH SHORE CENTRAL SCHOOL DISTRICT							
2009-10 Salary Schedule (3.5%)							
Custodial							
Step	Cleaners Grounds Keeper	Custodian	Maintainers Custodian Bus-Drivers	Automotive Servicer	Head Custodian I Senior Maintainer	Head Custodian II	Head Custodian III
1	37,022	40,556	42,813	42,813	42,617	44,863	48,780
2	38,176	41,706	43,972	43,969	44,302	46,549	50,466
3	39,319	42,851	45,125	45,316	45,984	48,226	52,150
4	40,478	44,011	46,275	46,754	47,667	49,907	53,826
5	41,637	45,168	47,435	48,149	49,345	51,584	55,502
6	43,077	46,605	48,872	49,702	51,019	53,272	57,183
7	44,521	48,054	50,321	51,266	52,705	54,943	58,866
8	45,962	49,489	51,764	52,832	54,389	56,621	60,545
9	47,401	50,938	53,207	54,370	56,061	58,312	62,217
10	48,843	52,373	54,647	55,923	57,745	59,987	63,907
11	49,176	52,707	54,978	56,255	58,081	60,322	64,242
12	49,511	53,041	55,310	56,588	58,419	60,659	64,582
13	49,846	53,373	55,642	56,921	58,755	60,994	64,916
14	50,179	53,709	55,972	57,253	59,090	61,330	65,252
15	50,512	54,041	56,306	57,589	59,427	61,666	65,588
16	51,594	55,123	57,389	58,671	60,511	62,752	66,668
17	51,926	55,453	57,722	59,004	60,847	63,088	67,006
18	52,258	55,784	58,055	59,336	61,184	63,425	67,338
19	52,588	56,116	58,390	59,670	61,522	63,761	67,673
20	54,561	58,091	60,365	61,647	63,513	65,757	69,667

NORTH SHORE CENTRAL SCHOOL DISTRICT							
2010-11 Salary Schedule (3.5%)							
Custodial							
Step	Cleaners Grounds Keeper	Custodian	Maintainers Custodian Bus-Drivers	Automotive Servicer	Head Custodian I Senior Maintainer	Head Custodian II	Head Custodian III
1	38,318	41,975	44,311	44,311	44,109	46,433	50,487
2	39,512	43,166	45,511	45,508	45,853	48,178	52,232
3	40,695	44,351	46,704	46,902	47,593	49,914	53,975
4	41,895	45,551	47,895	48,390	49,335	51,654	55,710
5	43,094	46,749	49,095	49,834	51,072	53,389	57,445
6	44,585	48,236	50,583	51,442	52,805	55,137	59,184
7	46,079	49,736	52,082	53,060	54,550	56,866	60,926
8	47,571	51,221	53,576	54,681	56,293	58,603	62,664
9	49,060	52,721	55,069	56,273	58,023	60,353	64,395
10	50,553	54,206	56,560	57,880	59,766	62,087	66,144
11	50,897	54,552	56,902	58,224	60,114	62,433	66,490
12	51,244	54,897	57,246	58,569	60,464	62,782	66,842
13	51,591	55,241	57,589	58,913	60,811	63,129	67,188
14	51,935	55,589	57,931	59,257	61,158	63,477	67,536
15	52,280	55,932	58,277	59,605	61,507	63,824	67,884
16	53,400	57,052	59,398	60,724	62,629	64,948	69,001
17	53,743	57,394	59,742	61,069	62,977	65,296	69,351
18	54,087	57,736	60,087	61,413	63,325	65,645	69,695
19	54,429	58,080	60,434	61,758	63,675	65,993	70,042
20	56,471	60,124	62,478	63,805	65,736	68,058	72,105

NORTH SHORE CENTRAL SCHOOL DISTRICT							
2011-12 Salary Schedule (3.5%)							
Custodial							
Step	Cleaners Grounds Keeper	Custodian	Maintainers Custodian Bus-Drivers	Automotive Servicer	Head Custodian I Senior Maintainer	Head Custodian II	Head Custodian III
1	39,659	43,444	45,862	45,862	45,653	48,058	52,254
2	40,895	44,677	47,104	47,101	47,458	49,864	54,060
3	42,119	45,903	48,339	48,544	49,259	51,661	55,864
4	43,361	47,145	49,571	50,084	51,062	53,462	57,660
5	44,602	48,385	50,813	51,578	52,860	55,258	59,456
6	46,145	49,924	52,353	53,242	54,653	57,067	61,255
7	47,692	51,477	53,905	54,917	56,459	58,856	63,058
8	49,236	53,014	55,451	56,595	58,263	60,654	64,857
9	50,777	54,566	56,996	58,243	60,054	62,465	66,649
10	52,322	56,103	58,540	59,906	61,858	64,260	68,459
11	52,678	56,461	58,894	60,262	62,218	64,618	68,817
12	53,038	56,818	59,250	60,619	62,580	64,979	69,181
13	53,397	57,174	59,605	60,975	62,939	65,339	69,540
14	53,753	57,535	59,959	61,331	63,299	65,699	69,900
15	54,110	57,890	60,317	61,691	63,660	66,058	70,260
16	55,269	59,049	61,477	62,849	64,821	67,221	71,416
17	55,624	59,403	61,833	63,206	65,181	67,581	71,778
18	55,980	59,757	62,190	63,562	65,541	67,943	72,134
19	56,334	60,113	62,549	63,920	65,904	68,303	72,493
20	58,447	62,228	64,665	66,038	68,037	70,440	74,629

APPENDIX B
NORTH SHORE SCHOOLS
HOLIDAY SCHEDULE

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Two (2) mutually designated days between
Christmas Day and New Year's Day

New Year's Day

Martin Luther King Day

Washington's Birthday

Good Friday

Day after Easter

Memorial Day

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