

AGREEMENT

-between-

BOARD OF EDUCATION OF  
NORTH SHORE CENTRAL SCHOOL DISTRICT

-and-

UNITED PUBLIC SERVICE EMPLOYEES UNION  
(PART TIME CLEANERS UNIT)

July 1, 2008 – June 30, 2012

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AGREEMENT made this 1<sup>st</sup> day of July 2008, by and between the BOARD OF EDUCATION OF NORTH SHORE CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "District") and UNITED PUBLIC SERVICE EMPLOYEES UNION (hereinafter referred to as the "Union").

**ARTICLE I. RECOGNITION**

A. The District hereby recognizes the Union as the exclusive representative of all part-time cleaners, excluding per diem substitutes and all other employees for the purpose of negotiating collectively and in the administering of all grievances arising under the terms of this Agreement 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 his/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 the 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. WAGES**

Effective July 1, 2008, the wages for unit members shall be increased by 60 cents per hour. Effective July 1, 2009, the wages for unit members shall be increased by 3.5% from the 2008-09 salary schedule.. Effective July 1, 2010, the wages for unit members shall be increased by 3.5% from the 2009-10 salary schedule.. Effective July 1, 2011, the wages for unit members shall be increased by 3.5% from the 2010-11 salary schedule. The salary schedule shall be as follows:

Step	2008-2009	2009-2010	2010-2011	2011-2012
1	\$13.80	\$14.28	\$14.78	\$15.30
2	\$15.49	\$16.04	\$16.61	\$17.20

After one (1) year of continuous service, eligible employees will move to step 2 of the salary schedule.

### **ARTICLE III. 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 mail service and boxes for the purpose of distributing material to its membership provided such use does not interfere with official use by the District.

### **ARTICLE IV. EXAMINATIONS**

Unit members shall comply with the District's policy regarding medical examinations.

### **ARTICLE V. GRIEVANCE PROCEDURE**

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

2. Any disputes arising concerning the interpretation or application of the terms of this Agreement, or the rights claimed to exist thereunder, 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 aggrieved unit member to his/her immediate

supervisor, in writing, within ten working days after the alleged grievance arises. Within five working days after receipt of the written grievance, the Building Principal shall confer with the aggrieved unit member and his/her representative, if the unit member so desires.

B. In the event such grievance is not resolved, in writing, within five working days following such conference with his/her immediate supervisor, the aggrieved unit member shall present it, in writing, within five working days thereafter to the Assistant Superintendent for Business and Personnel.

C. Within five working days after receipt of the written grievance, the Assistant Superintendent for Business shall confer in person with the aggrieved unit member 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 working days after such conference, the grievance shall be presented in writing within ten working days after receipt of the reply to the Superintendent of Schools for settlement. Within five working days after receipt of the written grievance, the Superintendent of Schools shall confer in person with the aggrieved unit member 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 working days after presentation, the grievance shall be presented, in writing, within ten 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.

#### **ARTICLE VI. SUBCONTRACTING**

The District may continue to contract for custodial maintenance services.

## **ARTICLE VII. MANAGEMENT RIGHTS**

Subject to the 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, direct and transfer the working forces; to plan, control, increase, decrease, transfer, or discontinue operations; to establish work and school schedules; to establish, modify and enforce work rules; to hire, and promote employees; to increase or decrease the working force; and to suspend, discipline and discharge employees.

## **ARTICLE VIII. SICK LEAVE**

1. Unit members shall be entitled to ten paid sick leave days per year. For each sick day not used by the unit member by June 30, the District shall pay that unit member the daily amount of his/her wages.

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 unit member is abusing the sick leave policy.

3. Unit members may use 1 sick day for bereavement purposes.

## **ARTICLE IX. JURY DUTY**

Subject to the requirements of law, employees shall be required to adjourn jury duty to a time when school is not in session.

## **ARTICLE X. UNIFORMS**

Employees shall be provided 2 T-shirts and only one long sleeve shirt. Employees shall be required to wear their uniforms.

#### **ARTICLE XI. PER-DIEM SUBSTITUTES**

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

#### **ARTICLE XII. 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 provision of this Agreement shall continue in force and effect.

#### **ARTICLE XIII. 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 XIV. DURATION OF THIS AGREEMENT**

This Agreement shall be effective July 1, 2008, 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<sup>th</sup>, of its desire to make changes herein or to terminate this Agreement.

#### **ARTICLE XV. 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.

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

BOARD OF EDUCATION OF  
NORTH SHORE CENTRAL  
SCHOOL DISTRICT

UNITED PUBLIC SERVICE  
EMPLOYEES UNION  
(Part-time Cleaners Unit)

By:

*[Signature]*

By:

*[Signature]*  
KERRY G. PROCTOR  
MEMORANDUM

Dated:

11-6-09

Dated:

Nov. 16 2009