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Contract Database Metadata Elements

Title: Amityville Union Free School District and Amityville School District Custodial & Cafeteria Unit, United Public Service Employees Union (UPSEU) (2003) (MOA)

Employer Name: Amityville Union Free School District

Union: Amityville School District Custodial & Cafeteria Unit, United Public Service Employees Union (UPSEU)

Local:

Effective Date: **07/01/03**

Expiration Date: **06/30/05**

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MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the AMITYVILLE UNION FREE SCHOOL DISTRICT and the UNITED PUBLIC SERVICE EMPLOYEES UNION, AMITYVILLE SCHOOL DISTRICT, CUSTODIAL AND CAFETERIA UNIT, expiring on June 30, 2003, shall remain in full force and effect.

This memorandum shall be subject to ratification by the Board of Education and the membership of the unit. The parties' respective negotiating teams agree to recommend such ratification to their principals.

- 1. Term of Agreement: July 1, 2003 to June 30, 2005
- 2. Salary Increases:

2003-2004	3%
2004-2005	3%

These increases are plus any applicable salary schedule increments.

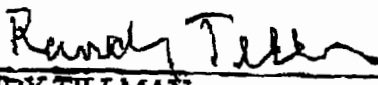
This Agreement shall be effective as of the 1st day of July, 2003 and shall remain in full force and effect until the 30th day of June, 2005.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this _____ day of December, 2005.

BOARD OF EDUCATION OF
AMITYVILLE UNION FREE
SCHOOL DISTRICT

UNITED PUBLIC SERVICE
EMPLOYEES ASSOCIATION
CUSTODIAL AND
CAFETERIA UNIT

By: 
Dr. BRIAN DE SORBE
Superintendent of Schools

By: 
RANDY TILLMAN
Business Representative, UPSEU

By: 
BARRON TERRELL
Unit President

x:amityville/mca/upseu0305

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Barbara D

CSEA

CIVIL SERVICE EMPLOYEES ASSOCIATION INC.

Local 1000 AFSME AFL-CIO

AGREEMENT

Amityville Board of Education

and

Amityville Union Free School District CSEA

1999-2003

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CIVIL SERVICE EMPLOYEES ASSOCIATION INC.

Local 1000 AFSCME AFL-CIO

AGREEMENT, between the Board of Education of Amityville Union Free School District, Amityville, New York (hereinafter called the "Board") and The Civil Service Employees Association, Local 1000-AFSCME AFL-CIO, Amityville Custodial and Cafeteria Unit (hereinafter called the "Association").

TERM OF CONTRACT: July 1, 1999 through June 30, 2003.

W H E R E I N

It is mutually agreed as follows:

ARTICLE I. RECOGNITION AND NO STRIKE PLEDGE

- A. The Association, having heretofore submitted satisfactory evidence that it represents a majority of the non-teaching personnel (except office and secretarial employees) is hereby recognized as the exclusive bargaining agent for said non-teaching personnel for the period July 1, 1996 through June 30, 1999.
- B. The said non-teaching personnel shall consist of chief custodians, head custodians, senior custodians, custodial workers, school maintenance foreman, maintenance men, head groundsman, groundsmen, district groundsman/mechanic, district driver-messenger, district stock clerk, cooks, assistant cooks, food service workers, central store clerk, and central store warehouseman.
- C. So long as the Association is the exclusive bargaining agent as aforesaid, the Association agrees to comply with the provisions of the Taylor Law prohibiting strikes as said law is now in effect or may be hereafter amended.
- D. No employee shall be unlawfully discriminated against in employment, based upon race, color, creed, national origin, religion, sex, or physical or mental disability as defined by law.

ARTICLE II. WAGES AND DUES CHECK-OFF

Salary Increases

Year 1	3%
Year 2	3%
Year 3	3%
Year 4	3%

These increases are plus applicable salary schedule increments.

- A. Wages: The salary of the non-teaching personnel covered by this agreement for the school years 1999-00, 2000-01, 2001-02, and 2002-03 shall be in accordance with schedules "A", "A-1" and "A-2"; "B" and "B-1" annexed hereto respectively, plus increments where applicable.
1. Pursuant to authorization contained in Civil Service Law, Service Law 208, subd. 3(b) with respect to agency shop fee deduction and effective in the years of this agreement commencing July 1, 1988 (but subject to continued legislative authorization during such term), the Board agrees to make deductions from the wage or salary of personnel covered by this agreement who are not members of the Association and transmit the sum so deducted to the Association. The foregoing shall only be applicable so long as the Association has established and maintains a procedure for the refund to any such person demanding the return of any part of an agency shop fee deduction which represents such person's pro-rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
 2. The Association agrees to save and hold harmless the Board from any and all losses, expenses, damages, costs and attorney fees that may accrue as a result of the provisions contained in paragraph A above, by reason of any action, suit or proceeding before any administrative body or judicial or quasi judicial body or before any arbitrator by any person covered by this agreement or in his or her behalf involving or in any way relating to the implementation of the agency shop fee deduction provision hereinabove set forth.

- B. Dues Check-Off: So long as the Association is the exclusive bargaining agent as aforesaid, and so long as the same is permissible by law, the Board shall deduct from the check of members of the Association who submit dues check-off authorization in writing to the Board, an amount of Association dues as determined by the Association (but limited to local Association only) in accordance with written memorandum thereof to be filed by the Association with the Board. The Association shall be permitted to make dues check-off cards available through the schools. Members of the Association may rescind such authorization by written notice to the Association and the Assistant Superintendent of Schools.

ARTICLE III. VACATIONS AND HOLIDAYS

A. Vacations during the school years 1990-91 through 1992-93

1. Employees with one (1) to under five (5) years of full time employment by July 1 of any year shall be eligible for two weeks vacation time. Staff members with over five (5) years and under ten (10) years of full time employment by July 1 of any year shall be eligible for three (3) weeks vacation time. Personnel with over eight (8) years of full time employment by July 1 of any year shall be eligible for four (4) weeks vacation time.
2. The weeks of vacation need not be consecutive and may be scheduled throughout the year including winter months by the Assistant Superintendent of Schools or his representative.
3. Employees with less than one (1) year of full time employment by July 1 of any year shall be eligible for one (1) vacation day for each month of employment not to exceed ten (10) working days. Employees shall not be entitled to and/or accrue vacation days until they have commenced their third consecutive month of employment with the District.

B. Holidays

1. Christmas Eve, New Year's Eve, Good Friday and the Friday after Thanksgiving shall be considered holidays. A non-instructional calendar will be made available by June 15 of each school year contingent however, upon adoption by the Board of the school calendar.
2. Holidays off shall not count against the vacation days or sick days of any staff member of the buildings and grounds department or the school lunch department.

3. Part time hourly food service workers will be compensated for Christmas Day, New Year's Day, and Thanksgiving Day as paid holidays. Such personnel will be paid for the normal hours customarily worked by them.
4. The current permanent part-time custodial employee will be compensated for New Year's Day, Christmas Day and Thanksgiving Day as paid holidays. Such person will be paid for the normal hours customarily worked.
5. The number of holidays and the construction of the school calendar shall continue to be determined by the District in accordance with current practice. However, in no event shall there be fewer than 16 holidays in any given year.

ARTICLE IV. LEAVES

Cooks
A. Two (2) personal days shall be granted to full time employees during each school year upon approval of the Assistant Superintendent of Schools or his representatives without loss of pay. A written request containing the reason therefor, reasonably in advance shall be made through the Supervisor of Buildings and Grounds or the School Lunch Director. Personal day forms to be utilized will be the same as used for other employees. Unused personal days shall not accumulate as personal days but shall be added to sick day accumulation. Such sick day accumulation shall not exceed the limits prescribed in the following section.

P/T
Part-time cafeteria employees shall receive one personal day per year.

B. Full time buildings and grounds staff members shall receive twelve (12) days sick leave per fiscal school year, cumulative to one hundred eighty days. Full time school lunch staff members shall receive ten (10) days sick leave per fiscal school year, cumulative to one hundred eighty days.

C. At the discretion of the Board, an employee whose personal illness extends beyond the period of accumulated sick leave may be granted a leave of absence without pay up to a maximum of one year.

D. Full time buildings and grounds staff members and full time school lunch staff members who submit to the Assistant Superintendent of Schools before April 15 of any school year a written statement of retirement under the New York State Employees Retirement System to take effect at the end of June of that school year shall be eligible for payment of his

unused sick leave. This payment shall be included in the last salary voucher. For such employees who retire other than at the end of the year, six months written notice in advance is similarly required.

The accumulated sick leave payment for full time Building and Grounds staff members and full time Lunch Staff members will be \$50.00 per day. Maximum of \$5,850.00.

In the event retirement for any reason does not become effective, the sum advanced shall be returned to the district.

- E. Amityville Unit #6 CSEA members will be granted a maximum of eight (8) working days off per school year without loss of pay to attend State CSEA functions upon approval of the Assistant Superintendent of Schools and upon request made reasonably in advance and upon the recommendation of the Amityville CSEA President.
- F. Military Leave Without Pay
An employee who requests a leave of absence for inactive duty or active duty for training for more than three consecutive months will be granted a leave of absence without pay. The employee must submit a written request for such leave and a copy of his/her Orders. Accrual of benefits such as vacation, holidays, or sick leave will continue during military leave of absence to the extent provided by contract.
- G. Medical Certification
Unit employees are required to provide a doctor's certification in a form acceptable to central administration, if such employees are absent three (3) or more consecutive days.

ARTICLE V. OTHER BENEFITS

- A. Retirement Plan
For members of the New York State Employees Retirement System the Board agrees for the school year 1988-89 to continue a 1/60 retirement plan retroactive to 1938. Said plan shall continue through the 1989-90 school year.
- B. Paid Courses of Study
Paid courses of study approved by the Board of Education shall have tuition paid by the Board. The Board of Education may direct certain employees to take prescribed courses.
- C. Personnel File
The employee may examine his personnel file after reasonable notice has been given in writing to the Assistant Superintendent of Schools.

D. Overtime Pay

Overtime pay shall be based upon annual salary and time and one-half after the first forty hours in any work week. Unless otherwise specified by administration (regarding the assignment of a Tuesday through Saturday work week as delineated below), each work week shall start at 12:01 a.m. on Monday morning. However, unless an employee has been assigned to work an alternative work week as specified below, during the seven day period beginning at 12:01 a.m. on Monday morning and ending at midnight Sunday night, any employee who has been paid for forty hours shall be paid at the rate of time and one half of the straight time rate for each hour over and above 40 hours.

In its discretion, administration may assign three of the first ten unit employees hired after the execution of the Memorandum of Agreement, to work a week consisting of Tuesday through Saturday, without payment for overtime, unless the employee has worked in excess of forty hours as specified above. The District shall have the discretion to select which three employees are to be assigned to such an alternative work week. The assignment of a Tuesday through Saturday work week shall not apply to Head or Chief Custodians, Head Groundskeepers, Head Maintainers and the Head Cook.

Each employee shall receive a minimum of two hours of overtime when called on to work on weekends and holidays and at other such times not connected with the employee's normal daily work hours, except if such employee has been assigned to work a Tuesday through Saturday week as delineated above. If an employee has been assigned a Tuesday through Saturday week he/she shall only be paid overtime if he/she works beyond 40 hours per week, at the overtime rate of time and one-half.

Nothing contained herein shall be construed to permit the District to regularly assign newly hired full-time personnel to other than a regular building assignment or auxiliary department (i.e., grounds, maintenance) (i.e., as "floaters"). The District however, reserves its right to make building or other work assignments as it deems appropriate on a temporary or permanent basis, to transfer employees and to use substitutes.

During the period beginning of 12:01 a.m. on Sunday morning and ending at 12:00 midnight that Sunday night, any employee who has been paid for forty (40) hours in that week shall be paid at the rate of double time of the straight time rate for work on Sundays.

E. Shift Differential

Each full-time buildings and grounds staff member and each full-time school lunch staff member starting work at 12:00 noon or later every working day shall be paid a shift differential for the school year of \$475.00.

F. Pay Days

Pay days will be every other Friday.

G. Checking Buildings

Chief and head custodians shall be relieved of checking buildings on weekends and holidays.

H. Uniforms

A set of six (6) uniforms will be provided for all full-time custodial, maintenance, school lunch and grounds employees and part-time food service workers per year. The aforementioned uniforms will be provided by September 15 each year. Furthermore winter jackets for employees who are required to work outdoors as part of their regular duties shall be provided by the District on an as needed basis as determined by the District's facilities administrator. Buildings and grounds personnel working July 1 through September 1 shall be permitted to wear and will be provided with six (6) short sleeve tee-shirts by June 15 each year. The aforementioned shirts shall include an Amityville UFSD insignia with designs submitted by CSEA employees. The aforementioned tee-shirts shall be subject to the approval of administration in all respects, including but not limited to, composition, design, colors and printing. Employees are required to clean their uniforms/tee-shirts at no expense to the District. Uniforms/tee shirts which are ripped or torn on the job will be replaced by the District in the discretion of Administration. At the end of each school year, employees must return the uniform shirt/or any tee-shirts to the District. Furthermore, employees must return such shirts upon severance of employment with the District.

Rainboots and rain jackets will be provided to employees by the District. Such rain gear will remain the property of the District and must be returned by the employees to their respective buildings at the end of the employee's shift. Winter jackets will be provided where appropriate.

I. Part Time Employees and School Closings for Inclement Weather/Emergencies

If part-time school lunch employees have reported for work and school is thereafter closed for inclement weather or other emergency (note: emergencies shall include such things as gas main breaks, power outages, etc.) by the direction of the Superintendent of Schools and such employees have been dismissed for the day, such school lunch staff members will be

paid for the normal hours of such day customarily worked by the employees.

J. Longevity

BT
(a) After ten (10) years of satisfactory full-time, continuous service in the school buildings and grounds department or the school lunch department, a staff member will be eligible for a \$400.00 longevity increase in salary. All ten (10) year longevity increases shall become effective on the next July 1 following the completion of ten (10) years of satisfactory full-time continuous service.

BT
(b) After fifteen (15) years of satisfactory full-time, continuous service in the school buildings and grounds department or school lunch department, a staff member will be eligible for an additional \$350.00 longevity increase in salary for a total of \$750.00. All fifteen (15) year longevity increases shall become effective on the next July 1 following the completion of fifteen (15) years of satisfactory full-time continuous service.

BT
(c) After twenty (20) years of satisfactory full-time, continuous service in the school buildings and grounds department or school lunch department, a staff member will be eligible for an additional \$350.00 longevity increase in salary for a total of \$1100.00. All twenty (20) year longevity increases shall become effective on the next July 1 following the completion of twenty (20) years of satisfactory full-time continuous service.

K. Eight Hours Off Before Returning to Work

Each building and grounds staff member and each school lunch staff member will be given at least eight (8) hours of time off before returning to work.

L. Life Insurance

The Board will provide group term life insurance in the amount of a \$15,000 policy in lieu of the present provision of a policy. The cost of the above group term life insurance policy is to be borne 85% by the school district and 15% by the individual buildings and grounds staff member or school lunch staff member. This benefit shall apply to full-time personnel only. The foregoing to be effective upon the effective date of such policies.

M. Dental Insurance

The Board agrees to contribute each school year for full-time employees \$264.00 per person towards a plan of group dental insurance. Effective July 1, 2000, the Board's contribution shall be \$350.00 per person. Such plan will be determined by

the Board after consultation with the Association. Such plan will be administered by the Board. The foregoing to be effective upon effective date of such policy issuance.

N. Short Term Disability Insurance

In the 1990-91 school year and thereafter, the Board will contribute the sum of \$60.00 toward the cost of a short term disability plan for full-time employees. The insurance plan will be determined by the Board after consultation with the Association. Such plan will be administered by the Board.

O. Health Insurance

*OLD EMPLOYEES
8/8/12
all other
7/90
9/0/20*

1. Effective July 1, 2000, the District's health insurance contribution rate shall be 88% for an individual and for a family (individual and dependent) for each participating employee. However, for employees hired on or after June 30, 1996, the District's contribution rate shall remain 80% for an individual and for a family (individual and dependent) for each such employee.

2. Employees shall be entitled to withdraw from the District's Health Insurance plan upon the following conditions:

- a) withdrawals shall be on a voluntary basis provided the employee submits to CSEA proof of alternate coverage prior to the effective date of the withdrawal
- b) withdrawals shall be pursuant to the rules of the District's health insurance provider
- c) withdrawals shall be effective on July 1 of any given year
- d) upon withdrawal from coverage, employee shall be entitled to the sum equal to 50% of the District's contribution to the health insurance.
- e) employees who have withdrawn from participation in the District's health insurance plan pursuant to this paragraph may re-enter the plan under the following conditions:
 - 1) re-entry shall be pursuant to the rules of the District's provider

- 2) re-entry shall be effective the following July 1 unless the employee can prove to the satisfaction of the District that he/she has suffered a loss of health insurance coverage
- 3) an employee who has re-entered pursuant to this paragraph may not again relinquish coverage until the expiration of at least one (1) year after the July 1 next succeeding the date of re-entry

P. Payment of Savings and Loans to Teachers Federal Credit Union

The district will provide payroll deductions for payment of savings and loans to Teachers Federal Credit Union. In such a case, the employee shall file a payroll deduction form with the business office.

Q. Flexible Benefits Plan

Employees in this unit will be permitted to participate in the District's flexible benefits plan formulated pursuant to Section 125 of the Regulations of the Internal Revenue Service.

ARTICLE VI MISCELLANEOUS PROVISIONS

A. Vacancies and New Positions

The Board agrees to post announcements regarding any vacancies in existing positions or the creation of new positions. Preference in filling such vacancies or new positions shall be given to existing employees although this need not be the sole criterion for such appointment.

B. Working Out of Title

If an employee is requested by the Board to work out of title, such as Head Custodian, as a result of the absence of a person holding that title, and such absence continues for a period of fifteen (15) consecutive calendar days or more, exclusive of vacations, he will be compensated in accordance with that title with such compensation to be effective fifteen (15) calendar days after the actual commencement of the performance of such out of title work.

C. Personal Injury on the Job

An employee who suffers a personal injury in the performance of his/her assigned duties as an employee and is absent as a result thereof, shall be paid up to the extent of his accumulated sick leave up to a maximum of thirty (30) days for such absent days if necessary. Upon the employees return, his sick day bank will not be reduced. The Board reserves the right to have the employee examined by its physician.

Any employee sustaining an on the job injury is required to notify the District of the date, location and manner in which such injury occurred, as well as the injuries sustained, within 48 hours of the injury, except, where due to the nature of the injuries sustained, the employee is incapable of communicating verbally or in writing personally or through his/her representative within the requisite time period. In such cases the employee will be required to report to the District regarding such incident in writing as soon as possible after same.

Nothing contained in this provision is intended by the employees to be a waiver of their rights under the Workers' Compensation Law.

D. Terms and Conditions of Employment Change

The Board agrees that no existing policy affecting terms and conditions of employment will be changed except upon appropriate negotiations with the Association.

E. Grievance Procedure

Grievance procedure shall be in accordance with the policy of the Board, a copy of which is annexed hereto.

F. Agreement Conflict with Law

In the event any provision of this agreement is in conflict with any law or statute now or hereinafter in effect, the law or statute shall prevail but the balance of the contract shall remain in full force and effect.

G. Provisions of This Agreement
Requiring Legislative Action

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.

H. Meetings on Items Covered by This Agreement

The Assistant Superintendent or his representative and up to three (3) representatives of the Association shall meet at mutually agreed times during the year to consult informally on matters of district wide concern to the personnel covered by this agreement and to facilitate the implementation of this agreement.

I. Changes in This Agreement

This agreement may not be changed orally and may only be changed by a writing signed by both parties.

J. Time of Agreement

This agreement shall commence as of July 1, 1996 and continue through June 30, 1999.

K. Register Availability

In the event, in the sole judgment of the Assistant Superintendent of Schools, register availability on the computer affords an opportunity for payroll deduction of U.S. Savings Bonds, same will be offered.

L. Use of School Buildings

The Association shall have the right to use school buildings pursuant to existing policy, provided that such use shall not interfere with the regular school program and any after school program.

M. Death in Family

Full pay up to and including five (5) working days for death in the immediate family may be granted. Immediate family shall mean mother, father, sister, brother, son, daughter, husband or wife, mother-in-law, father-in-law, son-in-law, and daughter-in-law. Two (2) days with full pay may be granted for death of maternal and paternal grandparents, uncle, aunt, brother-in-law and sister-in-law, niece, nephew, and grandchildren.

Part-time employees will be granted two (2) days for death in the immediate family as bereavement leave, and one (1) day for death of maternal and paternal grandparents, uncle, aunt, brother-in-law and sister-in-law, niece, nephew and grandchildren.

N. Jury Duty

Salary deduction equivalent only to jury pay received will be made.

O. Unauthorized Absence

No time off shall be approved with pay for marriage. Absence on a working day immediately before or after a school holiday shall not be approved with pay.

P. Commercial Driver's License

Effective July 1, 1999, groundspersons who have a valid unexpired commercial driver's license shall be paid a stipend of \$100.00 per year, but only if such groundspersons are required to use the District's dump truck as part of their regular duties.

ARTICLE VII

WITHHOLDING OF SALARY RAISES OR LONGEVITY FOR UNSATISFACTORY PERFORMANCE

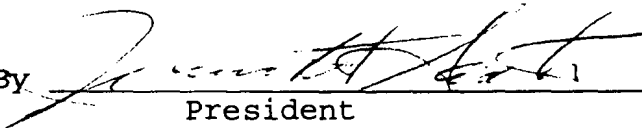
Notwithstanding the above, in the event that the Superintendent of Schools finds that the overall performance of an employee for a particular school year is unsatisfactory, the Superintendent may recommend to the Board of Education that all or a portion of the employee's annual raise (increment and/or other raise) or longevity payment(s) be withheld. For the purposes of this provision, an overall unsatisfactory rating must appear on the annual evaluation form submitted by the employee's supervisor each year. In the event that the Superintendent makes a recommendation as per this provision to withhold salary raises or longevity and the Board approves same, such employee shall have the right to appeal the Board's approval of the Superintendent's recommendation, within ten days after receiving notice of same. Such an appeal must be taken directly to the Board of Education and must be requested in writing to the Superintendent's office. The Board's decision on the appeal shall be final.

The withholding of salary raises or longevity payments shall not be effectuated in an illegally discriminatory fashion. Furthermore, such withholding will not be used as a substitute for disciplinary action. However, the Superintendent shall have the right to make a recommendation to withhold such raises or longevity payments if, due to an employee's misconduct and/or incompetence, said employee receives an overall unsatisfactory rating in an annual evaluation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year indicated below.

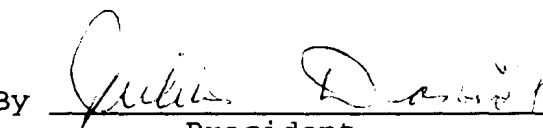
BOARD OF EDUCATION
AMITYVILLE UNION FREE SCHOOL DISTRICT
AMITYVILLE, NEW YORK

Date: 3/20/01

By 
President

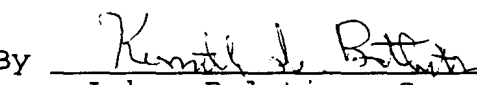
CSEA INC., LOCAL 1000 AFSCME, AFL-CIO,
AMITYVILLE CUSTODIAL AND CAFETERIA UNIT

Date: 03-20-01

By 
President

CSEA INC., LOCAL 1000 AFSCME, AFL-CIO

Date: 3/20/01

By 
Labor Relations Specialist

SCHEDULE "A"

AMITYVILLE UNION FREE SCHOOL DISTRICT
BUILDINGS AND GROUNDS STAFF SALARY SCHEDULE

EFFECTIVE: July 1, 1999 to June 30, 2003

CUSTODIAL WORKERS

01

<u>Step</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
1	30,852	31,777	32,730	33,712
2	31,322	32,262	33,230	34,227
3	31,780	32,733	33,715	34,726
4	32,238	33,205	34,201	35,227
5	32,697	33,678	34,689	35,729
6	33,379	34,381	35,412	36,474
7	33,864	34,880	35,927	37,004
8	34,306	35,335	36,395	37,487

HEAD CUSTODIAN

02

<u>Step</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
1	37,106	38,219	39,365	40,546
2	37,806	38,940	40,109	41,312
3	38,731	39,893	41,090	42,323
4	39,415	40,597	41,815	43,070
5	40,107	41,310	42,550	43,826
6	41,032	42,263	43,531	44,837
7	41,716	42,968	44,257	45,584

CHIEF CUSTODIAN

03

<u>Step</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
1	38,482	39,636	40,825	42,050
2	39,415	40,597	41,815	43,070
3	40,107	41,310	42,550	43,826
4	40,792	42,016	43,276	44,575
5	41,716	42,968	44,257	45,584
6	42,417	43,690	45,001	46,351
7	43,102	44,395	45,727	47,099

AMITYVILLE UNION FREE SCHOOL DISTRICT
BUILDINGS AND GROUNDS STAFF SALARY SCHEDULE

EFFECTIVE: July 1, 1999 to June 30, 2003

04

GROUNDSMAN

<u>Step</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
1	31,079	32,012	32,972	33,961
2	31,554	32,501	33,476	34,480
3	32,005	32,965	33,954	34,973
4	32,472	33,446	34,449	35,483
5	32,921	33,908	34,926	35,974
6	33,612	34,620	35,659	36,729
7	34,081	35,103	36,156	37,241
8	34,539	35,575	36,642	37,742

05

HEAD GROUNDSMAN

<u>Step</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
1	37,806	38,940	40,109	41,312
2	38,482	39,636	40,825	42,050
3	39,415	40,597	41,815	43,070
4	40,107	41,310	42,550	43,826
5	40,792	42,016	43,276	44,575
6	41,716	42,968	44,257	45,584
7	42,417	43,690	45,001	46,351

06

MAINTENANCE MAN

<u>Step</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
1	32,697	33,678	34,689	35,729
2	33,379	34,381	35,412	36,474
3	34,305	35,334	36,394	37,486
4	34,988	36,038	37,119	38,232
5	35,691	36,761	37,864	39,000
6	36,612	37,711	38,842	40,007
7	37,300	38,419	39,572	40,759

07

SCHOOL MAINTENANCE FOREMAN

<u>Step</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
1	38,482	39,636	40,825	42,050
2	39,415	40,597	41,815	43,070
3	40,107	41,310	42,550	43,826
4	40,792	42,016	43,276	44,575
5	41,716	42,968	44,257	45,584
6	42,417	43,690	45,001	46,351
7	43,102	44,395	45,727	47,099

SCHEDULE "A-2"

AMITYVILLE UNION FREE SCHOOL DISTRICT
BUILDINGS AND GROUNDS STAFF SALARY SCHEDULE

EFFECTIVE: July 1, 1999 to June 30, 2003

SCHOOL DISTRICT GROUNDSMAN/MECHANIC, SENIOR CUSTODIAN
DISTRICT STOCK CLERK, DISTRICT DRIVER/MESSENGER

<u>Step</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
1	31,888	32,844	33,830	34,845
2	32,347	33,318	34,317	35,347
3	32,830	33,815	34,830	35,874
4	33,270	34,268	35,296	36,355
5	33,728	34,740	35,782	36,856
6	34,439	35,472	36,536	37,633
7	34,897	35,944	37,023	38,133
8	35,349	36,409	37,501	38,626

BYLAWS

1. Chief custodians, head custodians, the head maintenance man and head groundsman report directly to the Assistant Superintendent of Schools.
2. Each senior custodian shall report directly to his chief or head custodian. The district stock clerk shall report directly to the Assistant Superintendent of Schools. The district driver-messenger shall report directly to the School Lunch Director and the Assistant Superintendent of Schools.
3. A staff member receiving a promotion to a new classification may receive no more than one new classification increment in salary above what he would have received in his old classification.
4. All annual increments in salary shall be added on July 1 of the first day of the new school fiscal period. A staff member appointed before February 1 of any year shall receive an increment increase the following July 1. A staff member appointed on or after February 1 of any year shall not receive an increment until one year from the following July 1.
5. The hourly rate of a part-time female custodial worker shall be based upon Step 1 of the custodial worker schedule.

AMITYVILLE UNION FREE SCHOOL DISTRICT
BUILDINGS AND GROUNDS STAFF SALARY SCHEDULE

EFFECTIVE: July 1, 1999 to June 30, 2003

COOK IN CHARGE

<u>Step</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
1	17,972	19,012	19,582	20,169
2	18,527	19,582	20,170	20,775
3	18,766	19,829	20,423	21,036
4	18,991	20,061	20,663	21,283
5	19,242	20,320	20,929	21,557
6	19,700	20,791	21,414	22,057
7	20,150	21,254	21,892	22,549
8	20,616	21,735	22,387	23,059

1540 hrs

NOTE: As of July 1, 2000, \$500 stipend ^{7/01/00 is included in} shall be applied to base salary.

ASSISTANT COOK

<u>Step</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
1	15,430	15,893	16,370	16,861
2	15,657	16,127	16,611	17,109
3	15,889	16,365	16,856	17,362
4	16,116	16,600	17,098	17,611
5	16,339	16,829	17,334	17,854
6	16,581	17,078	17,591	18,118
7	16,808	17,312	17,831	18,366

FULL TIME FOOD SERVICE WORKER

182 hrs =

<u>Step</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
1	13,648	14,057	14,479	14,913
2	13,880	14,297	14,726	15,167
3	14,123	14,547	14,983	15,433
4	14,330	14,760	15,203	15,659
5	14,572	15,010	15,460	15,924
6	14,796	15,240	15,697	16,168
7	15,265	15,723	16,194	16,680

AMITYVILLE UNION FREE SCHOOL DISTRICT
BUILDINGS AND GROUNDS STAFF SALARY SCHEDULE

EFFECTIVE: July 1, 1999 to June 30, 2003
HOURLY WAGES

PART TIME FOOD SERVICE WORKER, SUBSTITUTES

<u>Step</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
1	8.49	8.74	9.00	9.27
2	9.08	9.36	9.64	9.93
3	9.23	9.51	9.79	10.08
4	9.49	9.77	10.06	10.37

CENTRAL STORES WAREHOUSEMAN AND CLERK

<u>Step</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
1	8.49	8.74	9.00	9.27
2	9.08	9.36	9.64	9.93
3	9.23	9.51	9.79	10.08
4	9.49	9.77	10.06	10.37
5	9.72	10.01	10.32	10.62

BYLAWS:

1. Cooks in charge report directly to the School Lunch Director.
2. Full-time school lunch staff members shall work about the same number of days per school year as teachers. Summer vacation, after all building school lunch areas pass a rigid inspection, shall be similar to that of teachers, except that school lunch staff members shall report to work a few days before school starts in September to prepare for the new school year. With the assistance of cooks in charge, working days and working hours shall be scheduled by the School Lunch Director for each district staff member according to need.
3. All annual increments in salary shall be added on July 1, the first day of the new school fiscal period. A staff member appointed before February 1 of any year shall receive an increment increase the following July 1. A staff member appointed on or after February 1 of any year shall not receive an increment until one year from the following July.
4. A staff member receiving a promotion to a new classification may receive no more than one new classification increment in salary above what he would have received in his old classification.

AMITYVILLE UNION FREE SCHOOL DISTRICT
Amityville, NY 11701

GRIEVANCE AND EMPLOYEE COUNSELING PROCEDURE
FOR NON-INSTRUCTIONAL EMPLOYEES

INTRODUCTION

Personnel in the Amityville Union Free School District have personal and professional problems which cannot always be solved by the individual employee or his associates. An employee, under certain conditions, may feel the need for help with his problem from some person in the school system who can offer him guidance and counsel and who can assist him in solving his problem wisely and expeditiously. The Amityville Board of Education and the school administration are anxious to give this type of service to all personnel.

Problems that cannot be adjusted by the individual employee should be accorded fair and prompt treatment by the proper authorities. This procedure is outlined in order that these problems may be handled in an efficient and just manner and that all may be informed of the procedure to be followed.

DECLARATION OF POLICY

In order to establish a more harmonious and cooperative relationship between a Board of Education and its employees, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences whereby employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal.

1. "Employer" shall mean the Board of Education, Amityville Union Free School District, Amityville, Long Island, New York.
2. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees: Provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

Procedural Stages

Step I - (Informal)

The first procedural stage shall consist of the employee's presentation of his/her grievance to his immediate supervisor for discussion and informal resolution of the problem. In the Amityville Union Free School District the immediate supervisors for the following four non-instructional areas are:

<u>Staff</u>	<u>Immediate Supervisor</u>
Buildings & Grounds	Assistant Superintendent of Schools
Business Office	Business Office Secretary
Clerical-Secretarial	Building Principal
School Lunch	School Lunch Director

If the grievance is not resolved with the help and direction of the immediate supervisor, the aggrieved, if he/she so desires, shall within five (5) school days, refer the grievance to the Assistant Superintendent of Schools or his designee.

Initiation of Stage II - (Formal)

Employee's Responsibility

- A. To institute formal proceedings, the employee shall fill out the prescribed grievance form in triplicate. The original copy shall be sent to the Assistant Superintendent of Schools, a copy shall be sent to the immediate supervisor, and the third copy shall be retained by the employee. This document shall state the specific nature of the grievance and include the following:

- Background of Grievance
- Evidence supporting the grievance
- Action taken thus far to resolve the grievance
- Reason for dissatisfaction with action taken during informal proceedings

- B. The immediate supervisor working on the grievance case shall furnish the Assistant Superintendent of Schools or his designee with a written resume of the informal proceedings of Stage I, indicating his decision in the specific grievance and the reasoning supporting his decision.

Step II - Assistant Superintendent of Schools's Formal Review

The Assistant Superintendent of Schools or his designee will study the grievance presented. This may involve conferences with the employee or the employee's representative, immediate supervisor and employee's colleagues. Following study, the Assistant Superintendent of Schools or his designee will render his decision to the employee, no later than five (5) school days following written receipt of said grievance. If the employee rejects the decision, he/she may elect to proceed to Stage III--Board of Education Review--by filing the grievance within five (5) school days after receiving the Assistant Superintendent of School's formal action.

Initiation of Stage III (Formal)

Employee's Responsibility

- A. Inform the Assistant Superintendent of Schools or his designee of intent to continue formal proceedings to Board of Education Review. The employee must present the grievance, in writing, to the Assistant Superintendent of Schools or his designee, for transmittal to the Board of Education. This document shall state the specific nature of the grievance and include the following:

Background of grievance
Evidence supporting grievance
Action taken thus far to resolve grievance
Reason for dissatisfaction with action taken
thus far to resolve grievance

- B. The Assistant superintendent of Schools or his designee will forward to the Board of Education all materials presented by the aggrieved employee plus a copy of any documents which may prove helpful to the Board of Education during its deliberations.

Step III - Board of Education Review

All grievance proceedings shall take place at meetings of the Board of Education within ten (10) days following receipt of said grievance.

A Hearing will be held and the employee has the right to be represented.

A simple majority vote of the total board membership will constitute action on any grievance presented. A written decision will be rendered the employee within five (5) school days following such hearing.

None of the foregoing is to be construed to imply that the employee gives up any right as defined in the Consolidated Education Law, Civil Service Law, New York State Teachers Retirement Law or Regulations of the Commissioner of Education.

AMITYVILLE UNION FREE SCHOOL DISTRICT
Amityville, NY 11701

G R I E V A N C E F O R M

TO: Date Submitted _____

FROM:

BACKGROUND OF GRIEVANCE:

EVIDENCE SUPPORTING GRIEVANCE:

ACTION TAKEN TO RESOLVE GRIEVANCE:

REASON FOR DISSATISFACTION REGARDING GRIEVANCE:

Signature _____

Position _____

This form should be completed in triplicate:

- Copy 1: To Assistant Superintendent of Schools
- Copy 2: To Immediate Supervisor
- Copy 3: To be retained by employee

Additional sheets may be attached if needed.



