

North Babylon Union Free School District  
North Babylon, New York

AGREEMENT

between the

North Babylon Board of Education

and the

CSEA Local 1000 AFSCME, AFL-CIO,  
North Babylon UFSD Bus Monitors Unit #879302,  
Suffolk County Educational Local 870

July 1, 2016 – June 30, 2021

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AGREEMENT MADE BETWEEN THE Board of Education of the North Babylon Union Free School District (hereinafter referred to as the "Board") and the Bus Monitor Unit of CSEA (hereinafter referred to as the "Unit") for July 1, 2016, through June 30, 2021.

**ARTICLE I – RECOGNITION AND CHAPTER BENEFITS**

A. Recognition

The Board recognizes the Unit as the exclusive representative of the Bus Monitors for collective negotiations and the administration of grievances. Said recognition shall continue for the duration of this Agreement. The term "Unit" shall include non-instructional personnel bearing the designation of 10-month Bus Monitors.

B. Use of Interoffice Mail

Use of interoffice mail facility shall be made available for use by the Unit, which shall be consistent with Board policy and applicable, as such may be amended from time to time.

C. Dues Deductions

During the time the Unit is recognized as the representative for these employees, the Board shall deduct from the salaries of the employees, dues for the Unit upon presentation to the Board of individual written authorizations which shall be irrevocable until the following June 30 of each year of the Agreement and which shall be automatically renewable for another year unless written notice revoking said authorization is given to the Board by an individual employed prior to June 30. All deductions shall be made in fourteen equal installments in accordance with payroll dates commencing with the second pay period in October.

The Board shall transmit the monies collected within 20 school days of the installment dates to an officer of the Unit or CSEA and at a place designated by the Unit in writing.

D. Agency Fee

The Board shall deduct an Agency Fee from the salaries of its employees who are not members of the Unit upon presentation by the Unit of a list of such non-members at a time and according to a procedure to be agreed upon by the Unit and the Board of Education. The Board agrees to this Agency Fee deduction provision as authorized by law, provided the following conditions are included:

1. That the Board shall act only as collection and disbursing agency as permitted under the Taylor Act, Education Law and other relevant statutes and case law.
2. That the Board assumes no responsibility with respect to the ultimate use of said fees other than collecting and disbursing same to the Unit or CSEA as provided by law and this Agreement.
3. The Unit or CSEA shall adopt a rebate procedure, which shall be filed in the office of the Superintendent and with the attorney for the Board of Education. The Board leaves to prevailing authority the adequacy of this procedure.
4. That as long as the Board complies with the law and this Agreement, the Unit and CSEA agree to indemnify the Board with respect to all demands, claims, awards, or judgments assessed against the Board and/or its agents by reason of any claim made with respect to fees or funds collected under this provision, except legal fees, court costs, and disbursements incurred by the Board in defense of said claims and/or actions and/or proceedings.

5. That any grievance with respect to this agency fee deduction provision shall be excluded from the contractual grievance procedure. A grievant shall look only to the Unit and CSEA for relief.

## **ARTICLE II – SICK LEAVE**

### **A. Sick Leave**

Sick leave shall be cumulative with eight (8) days of sick leave. Two (2) additional sick days will be provided for all Unit members after five years of employment in North Babylon. Sick leave may be used for personal or family illness. Sick leave shall be prorated. One (1) day's sick leave shall be accrued for each one and one-half (1½) full months of service. If an individual begins employment during the first fifteen (15) days of the second month, he/she shall receive one (1) sick day for that two (2) month period.

After an employee is absent for three (3) consecutive days for personal or family illness, the employee shall furnish a physician's note verifying the reason for the absence.

In order to utilize a sick day, however, a Unit-member must notify the transportation office at least 45 minutes prior to his/her start time.

### **B. Voluntary Sick Leave Bank**

A voluntary sick leave bank shall be created in order to provide additional sick leave for those Unit members who have exhausted all of their own accumulated sick days, and have contributed to the bank for at least one full school year immediately preceding the request for withdrawal. Individuals will be eligible to withdraw days from the sick leave bank when they are ill for an extended period and have exhausted their own sick leave entitlement and accumulation after a waiting period of five (5) days. A doctor's note confirming the illness shall be required.

Each member of the bargaining unit may contribute one (1) day each year from their annual sick leave entitlement to the sick bank. (See Appendix C)

An individual who has contributed to the sick bank for the present school year and at least 30 days prior to the request may withdraw up to ten (10) consecutive days from the sick bank for his/her own personal illness. An individual shall make request, in writing, to the Superintendent or his or her designee, to avail oneself of the additional sick leave benefit. A record of such matters shall be kept in the Personnel Department of the Central Office. (See Appendix D)

### **C. Union Business**

The District, upon written request, shall provide each fall to the Unit President all Unit member names, accumulated sick day totals, sick bank participants and their totals, and to each member, his/her accumulated total.

### **D. Bereavement**

Absence due to the death of any member of the immediate family shall not exceed five (5) days, shall not be charged against sick leave entitlement, and shall not result in a loss of pay. Immediate family shall mean spouse, child, parents, grandparents and grandchildren, parents of spouse, siblings, close relative residing the home, or immediate step family members.



One (1) bereavement day is available for extended family members not otherwise delineated herein.

E. Personal Business Day

Each school year, two (2) Personal Business Days shall be credited to the employees covered by this Agreement, and if not used, shall be added to accumulated sick days. Personal business is defined as personal business matters which cannot be attended to at any other time, and shall not include gainful employment, the seeking of gainful employment or any activity that may be deemed amusement or entertainment. Whenever possible at least five (5) days' notice shall be given to the Director of Transportation of intent to use a Personal Business Day. A member who requests a Personal Business Day shall be required to file in the office of the Director of Transportation a completed Absence Request form. A personal business day may not be used to extend a holiday or vacation period, unless advance approval is requested and approval is granted in the discretion of the Superintendent upon a showing of exceptional circumstances.

F. Retirement

The Board agrees that any employee covered by this Agreement who is eligible for retirement in accordance with the established policies of the New York State Employee's Retirement System, and who submits a written statement of retirement to the Board of Education by March 1 of the previous school year, will be eligible for the following benefit:

Payment shall be made for accumulated sick leave days at the rate of one (1) day for every two (2) days accumulated. Such payment shall be limited to those who have accumulated a minimum of 20 sick days. No more than 100 sick days shall be so accumulated. Payment shall be based upon the employee's rate of pay at the time of retirement.

G. Death Benefit

Should a Unit-member die while in service to the District, the value of accumulated sick leave shall be paid to the estate of the deceased employee. (See Appendix B for the Designation of Death Benefit Beneficiary form.)

The failure to file a DESIGNATION OF DEATH BENEFICIARY Form prior to the employee's death shall result in the forfeiture of payment of any death benefit under this paragraph.

H. Health and Dental Insurance

Group health and dental insurance will be offered to the Unit at their own expense at the group rate.

I. Life Insurance

The Board shall provide for noncontributory term life insurance for each active member of the unit in the face amount of \$10,000.

In the alternative, an employee may receive the actual cost to purchase such term life insurance by the District and utilize such payments to purchase health or dental insurance. The cost of such term life insurance shall be determined each year by the District and is not grievable or otherwise reviewable in any forum. The Unit member's request to take advantage of this provision shall be in writing and effective the next school year from receipt of the written request.

J. Transfer to Another Unit

In the event a Unit-member transfers to another bargaining unit, he/she shall be eligible to maintain his/her accumulated sick days up to one hundred (100) days.

**ARTICLE III – PAID HOLIDAYS**

Personnel covered by this Agreement will be granted the following paid holidays: Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day and Memorial Day. Personnel covered by this Agreement will be compensated for holidays on the basis of the number of hours they would have normally worked if the holidays were regular workdays.

**ARTICLE IV – LEAVES OF ABSENCE**

A. Leave of Absence

The Board of Education, upon recommendation of the Superintendent of Schools, and under exceptional circumstances, may approve a request for a leave of absence without pay for a minimum period of twenty (20) working days and a maximum period of one (1) year. Such leaves may be requested after a one-year period of District employment has been completed.

Specific dates for a leave of absence to begin and end must be stated in the request. All requests, in writing, with dates and specific details for the leave and/or extension must be submitted to the Director of Transportation for recommendation to the Superintendent before being submitted to the Board. Under normal circumstances, such requests must be received in writing at least thirty (30) days prior to the requested commencement date.

B. Organizational Conference Leave

The President of this Unit will be allowed a total of two (2) days each per year to attend conferences for organizational business without loss of pay or benefits, at no cost to the Board of Education other than a substitute, if needed.

C. Jury Duty

There will be provided a jury duty leave, without loss of pay or deduction from ones accumulated sick leave entitlement.

D. Legal Proceedings

Employees summoned to appear in any legal proceeding related to job duties and to district operations shall be compensated on an hourly basis for time spent at the proceeding.

## **ARTICLE V – EMERGENCY DAYS**

Employees who report for work and are later sent home because of inclement weather or an emergency will be compensated to the full hour of attendance. In addition, employees shall be compensated for a maximum of two (2) emergency day closings per year as declared by the District.

## **ARTICLE VI – WORKING CONDITIONS**

- A. End-of-Year Notice  
To be provided in writing by June 15 of each school year.
- B. Working Conditions  
Employees shall be required to wear a District supplied photo ID badge during all work hours, and shall not wear the photo ID badge during non-work hours.
- C. Call-in/Punch-In  
All employees will be guaranteed three hours work on a call-in or punch-in.
- D. Delayed Openings  
If the Superintendent of Schools declares a delayed opening of school based on severe weather conditions or other emergency situations, the Superintendent or his/her designee may require Unit members to report later than the employees' regularly scheduled hours/shift based upon the needs of the District. If a Unit member is required to begin work at a time other than his/her regularly scheduled shift, the employee will be paid his/her normal rate of pay for the shift worked. Any unit member who fails to report to work at the modified hour due to a delayed opening will not be compensated for that day. However, the unit member may be compensated for such absence if he/she utilizes one of his/her accumulated days (i.e. sick or personal). This use of an accumulated day for compensation or choice of no compensation will not be subject to any discipline or be used for the calculation of attendance against the Unit member.

**ARTICLE VII – SALARY SCHEDULE**

A. Salary Schedules

<u>STEP</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
	1.34% STEPS 1-17	4.43% STEP 1	3.22% STEP 1	3.12% STEP 1	3.37% STEP 1
	1.52% STEPS 18-19	2.71% STEP 2	2.42% STEP 2	2.36% STEP 2	2.84% STEP 2
	2.30% STEP 20	1.34% STEPS 3-20	1.00% STEPS 3-20	1.35% STEP 3	1.64% STEP 3
				1.00% STEPS 4-20	0% STEPS 4-20
	Plus Increment	No Increment	Plus Increment	Plus Increment	Plus Increment
1	13.10	13.68	14.12	14.56	15.05
2	13.67	14.04	14.38	14.72	15.14
3	14.46	14.65	14.80	15.32	15.57
4	15.08	15.28	15.43	15.59	15.59
5	15.69	15.90	16.06	16.22	16.22
6	16.69	16.91	17.08	17.25	17.25
7	17.29	17.52	17.70	17.87	17.87
8	17.76	18.00	18.18	18.36	18.36
9	18.62	18.87	19.05	19.24	19.24
10	18.62	18.87	19.05	19.24	19.24
11	18.90	19.15	19.34	19.54	19.54
12	18.90	19.15	19.34	19.54	19.54
13	19.20	19.46	19.66	19.85	19.85
14	19.20	19.46	19.66	19.85	19.85
15	19.49	19.75	19.95	20.15	20.15
16	19.49	19.75	19.95	20.15	20.15
17	19.49	19.75	19.95	20.15	20.15
18	19.81	20.08	20.28	20.48	20.48
19	19.81	20.08	20.28	20.48	20.48
20	20.25	20.52	20.73	20.93	20.93

For the 2017-2018 school year, all Unit members shall be on the Step they were on for the 2016-2017 school year.

B. Step Movement

Step movement, if applicable, shall occur on the July 1 subsequent to the completion of a full school year of employment.



## **ARTICLE VIII – EVALUATIONS**

There will be at least one (1) written evaluation per employee per year. Evaluations will be written by the Director of Transportation or other supervisory-administrative designee. (See Appendix A). Copies of evaluations shall be distributed as follows:

1. Personnel File
2. Transportation Office File
3. Employee's Copy

## **ARTICLE IX – PERSONNEL FILES**

Before new negative material is placed in the files, the employee shall be given a copy with sufficient opportunity to review it. The employee shall have the opportunity to comment on and sign the material. The signature shall indicate only that such materials have been examined. The only exception to the foregoing shall be confidential employment references. The employee shall have the right to respond to any negative material filed. Upon reasonable notice, the employee shall be permitted to examine his/her file with a designated administrator and member of the Unit to act as a witness.

## **ARTICLE X –EXCESSING PROCEDURE**

- A. Excessing refers to loss of employment due to the elimination of positions.
- B. The following procedures shall be observed in case excessing becomes necessary:
  1. Excessing shall be by seniority within the job title.
  2. An excessed employee will be placed on a preferred eligible list for the position from which the employee was excessed. Employees shall be so listed for a period of four years

## **ARTICLE XI – PROTECTION OF EMPLOYEES**

All employees covered under this Agreement shall be required to report promptly all incidents of assault involving the employee and/or civil actions or criminal proceedings instituted against the employee, arising out of and in connection with the said employee's employment, to the Superintendent of Schools. The Superintendent of Schools shall acknowledge to the said employee, receipt of such report and a copy thereof shall be sent to the attorney for the Board of Education.

## **ARTICLE XII – EMPLOYEE TRAINING**

Tuition costs, course costs, workshop and/or in-service costs when approved and mandated by the Board will be paid in their entirety by the Board.

The District and the Unit will cooperate in planning appropriate activities for members of the Unit on Staff Development Day. Attendance at Staff Development Day will be mandatory. Each employee who attends Superintendent's Conference Day will be compensated for time in attendance at the hourly rate or major fraction thereof, as contained in Article VII; however, no employee shall receive less than his/her normal day's pay. Employees may be required to annually attend additional training programs offered by the District during non-working hours.

Each employee who attends additional training programs, at the direction of the District, will be compensated for time in attendance at the hourly rate or major fraction thereof, as contained in Article VII.

Employees who are absent on Staff Development Day due to illness will be compensated for the number of hours they are normally scheduled in their assignment and shall be charged a sick day.

Each employee must sign in and sign out on the appropriate form and at the appropriate place on Staff Development Day.

Each employee may be required to receive training in CPR, First Aid, training in dealing with Blood-borne Pathogens, and Heimlich Procedures, and preventing sexual harassment on an annual basis, at District expense.

The parties recognize that there is a trend toward greater inclusion of special needs children. Employees may be required to provide or assist in the provision of services, such as administration of medication, and emergency assistance (i.e., AED). Employees may be required to receive training for such tasks, at District expense.

### **ARTICLE XIII – GRIEVANCE PROCEDURE**

Any member of this Unit who claims a violation of this Agreement, shall have the right to utilize the grievance procedure herein set forth.

Stage I: The aggrieved shall present his/her grievance, in writing, to the Director of Transportation. A grievance shall be presented within five (5) days of the date the grievant knew, or should have known, of the existence of the grievance, or it shall be deemed waived.

The Director of Transportation shall render a determination on the grievance to the aggrieved and the aggrieved's representative, if any, within five (5) working days after the grievance has been presented. The determination of the Director of Transportation shall be in writing.

Stage II: Within five (5) days of the issuance of the Stage I decision, the aggrieved may appeal the decision to the Superintendent of Schools. The aggrieved's request for review shall set forth the act or condition and the grounds upon which the grievance is based. Within ten (10) working days after the grievance has been received by the Superintendent of Schools, said Superintendent or a designee, shall render a determination on the grievance, in writing.

Stage III: If the grievance is not resolved at Stage II, the aggrieved party may submit the grievance to the Board of Education within five (5) days after the decision of the Superintendent of Schools is rendered. Within twenty (20) school days after submission of the grievance to the Board of Education, the Board of Education or a Committee of Board Members, who shall have the authority to act for the entire Board of Education, shall review the grievance. Within ten (10) working days after the conclusion of the review, the Board of Education shall render a decision on the grievance, in writing.

The Stage III determination by the Board of Education shall be final and binding.

Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step. Failure at the first two steps in the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Time is of the essence with respect to all grievance deadlines and time limits.

#### **ARTICLE XIV – COMPLIANCE WITH TAYLOR ACT (Section 204-a)**

§204A. Agreements between public employer/employee organizations.

1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.
2. Every employee organization submitting such written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
3. Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

#### **ARTICLE XV – TERM OF AGREEMENT**

- A. This Agreement and all its provisions shall be effective as of July 1, 2016 and shall continue in full force and effect through June 30, 2021.
- B. In the event any other provisions of this Agreement are, or shall at any time be found or determined to be contrary to law, then such provision shall not be applicable or the terms thereof be in force, except to the extent permitted by law.
- C. In the event any part or provision of this Agreement as provided in subparagraph B shall be illegal, and either party desires a substitute provision hereto, the same shall be submitted to the other party and shall be subject to appropriate negotiations as herein provided. However, this Agreement cannot be changed or modified unless by mutual consent of both parties.
- D. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.
- E. The District and the Unit shall share in the cost of printing of this Agreement.

#### **ARTICLE XVI – ARREST NOTIFICATION**

Employees shall be required to immediately notify the Superintendent, in writing, of their arrest.

FOR:

BUS MONITORS UNIT  
CSEA

  
Labor Relations Specialist, Gretchen Penn

6/11/18  
Date

  
President, Bus Monitors Unit

6/11/2018  
Date

FOR:

NORTH BABYLON BOARD OF  
EDUCATION

  
President, Daniel D. Caroleo

7/10/18  
Date

  
Superintendent, Mr. Glen A. Eschbach

7-12-18  
Date



NORTH BABYLON UNION FREE SCHOOL DISTRICT  
BUS MONITORS PERSONNEL EVALUATIONS

NAME \_\_\_\_\_

LENGTH OF TIME IN JOB TITLE \_\_\_\_\_ YEARS IN N. BABYLON \_\_\_\_\_

EVALUATION PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Key:           U – Unsatisfactory                           N – Needs Improvement  
               S – Satisfactory                                N/A – Not applicable

I. PERFORMANCE OF DUTIES	U	N	S	COMMENTS
A. Dependability				
B. Profits from suggestions and recommendations				
C. Positive effort to cooperate with: - Students - Parents - Staff				
D. Job Interest				
II. ATTENDANCE				
A. Punctuality				
B. Record of Attendance				
III. PERSONAL QUALITIES				
A. Appearance				
B. General Rapport				
C. Initiative				

IV. GENERAL COMMENTS & RECOMMENDATIONS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Director of Transportation \_\_\_\_\_ Date \_\_\_\_\_

This evaluation was reviewed on \_\_\_\_\_ Date \_\_\_\_\_ Employee's Signature \_\_\_\_\_

Transportation Office copy  
Employee's copy  
Personnel File

Appendix A



NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York

*DESIGNATION OF DEATH BENEFIT BENEFICIARY*

I, \_\_\_\_\_, hereby designate  
(Print Full Name)  
the following person(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

to be the beneficiary of my death benefit in accordance with ARTICLE II, Section G of the Bus Monitors Contract.

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (Date)

Sworn to before me this  
\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC

**See reverse side for naming beneficiary.**

Form to be completed in triplicate.

Cc: Transportation Office  
Personnel File  
Employee Copy

**Appendix B**

### *NAMING THE BENEFICIARY*

It is important that your beneficiary designation be clear so that there will be no question as to your meaning.

The following are the most common designations:

John Doe, Husband, (NOT Mr. John Doe).

John Doe, Husband, if living, otherwise to Joseph W. Doe, Son.

John Doe, Husband, if living, otherwise to Jane Doe, Daughter and Joseph W. Doe, son, in equal shares, or to the survivor.

Estate of Insured.

If you name more than one beneficiary with unequal shares, please show the amount to be paid to each beneficiary in fractional parts; for example, "1/3 to Mary Jones, Mother, and 2/3 to John Jones, Husband."

Please state age and relationship of each beneficiary. If the beneficiary is not related to you either by blood or marriage, insert the words, "Not Related" and state address of beneficiary.

This form must be made out in triplicate and the signature must be in ink. Do not erase. If corrections are necessary, line out the error and initial the correction.

The failure to file this form out correctly and in its entirety will void the form.

NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York

BUS MONITORS UNIT

SICK LEAVE BANK CONTRIBUTION FORM

**In accordance with Article II, Section B, of the contract, I would like to contribute one (1) day of my sick leave entitlement to the Sick Leave Bank for the Bus Monitors Unit. I understand that this contribution reduces my sick leave entitlement for each school year by one (1). This application shall be irrevocable until the following June 30, at which time it is automatically renewable for another year unless written notice to revoke the application is given to the Director of Transportation during the month of June.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Transportation Office Approval \_\_\_\_\_

\_\_\_\_\_  
Date

Submission Date: At the time of employment, or during the month of June for those wishing to participate in the next school year.

**Appendix C**

NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York

BUS MONITORS UNIT

Sick Leave Bank Utilization Form

In accordance with Article II, Section B of the Bus Monitors contract, I hereby request to withdraw \_\_\_\_\_ days from the sick bank.

I have exhausted all of my sick days and have waited the required five (5) days.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Director of Transportation Approval

\_\_\_\_\_  
Date

**Appendix D**