AGREEMENT

BETWEEN

QUEENSBURY UNION FREE SCHOOL DISTRICT

AND

QUEENSBURY SCHOOL
SUPERVISORS OF CUSTODIAL AND MAINTENANCE PERSONNEL ASSOCIATION

July 1, 2018 - June 30, 2022
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RECOGNITION AGREEMENT

BOARD OF EDUCATION

OF

QUEENSBURY UNION FREE SCHOOL DISTRICT

AND

QUEENSBURY SCHOOL
SUPERVISORS OF CUSTODIAL & MAINTENANCE PERSONNEL ASSOCIATION

This agreement is made and entered into on May 10, 2019 by and between the Queensbury Union Free School District Board of Education (hereinafter referred to as the Board) and the Queensbury School Supervisors of Custodial and Maintenance Personnel Association (hereinafter referred to as the Association.) This agreement is negotiated pursuant to Article 14 of the Civil Service Law of the State of New York.

ARTICLE I
RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to terms and conditions of employment for full-time High School, Middle School, Intermediate School, and Elementary School Building Supervisors (civil service titles: Head Custodian and Supervising Custodian), Supervisor of Grounds (civil service title: Senior Groundskeeper), and Supervisor of Maintenance employed by the Board, excluding custodians, cleaners, Asst. Superintendent for Business Secretary, Business Office Account Clerks, Superintendent Secretary, Account Clerk/Treasurer, Payroll Clerk, Transportation Supervisor, Head Bus Driver, Director of Facilities and Operations, Assistant Superintendent for Business, and all other employees, supervisors, managerial employees and confidential employees. The Supervisor of Building Operations and Maintenance position will be reclassified to Managerial and will be excluded from the bargaining unit represented by this Association beginning July 1, 2004.
It is agreed that all bargaining unit employees hired by the School District shall have a minimum of a six-month probationary period, during which time the probationary employee may be terminated by the School District with or without cause. Probationary employees include all new hires by the School District, regardless of their Civil Service classification or status. During the probationary period described herein, the probationary employee shall not be subject to the provisions of Section 75 of the Civil Service Law. Upon the expiration of the probationary period, those employees in the bargaining unit who are subject to the provisions of Section 75 of the Civil Service Law shall be entitled to the due process provided in Section 75 of the Civil Service Law.

ARTICLE II

PRINCIPLES

1. **Right to join or not to join.** It is further recognized that the employee has the right to join or not to join an employee organization but membership shall not be a prerequisite for employment or continuation of employment of any employee.

2. This recognition constitutes an agreement between the Board and the Association to reach mutual understandings regarding matters related to terms and conditions of employment. The Board and the Association recognize that Queensbury School System must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes.

3. It is recognized that members of the Supervisors of Custodial and Maintenance staff perform an essential function in facilitating the educational program, and that the success of this program in the district depends upon the maximum utilization of the abilities of personnel who are satisfied with the conditions under which their services are rendered.

ARTICLE III

DUES DEDUCTIONS AND ASSOCIATION RIGHTS

SECTION I

The Board agrees to deduct from the wages of each employee in the bargaining unit from whom it has received a currently effective written authorization executed by such individual employee in amounts certified by the Association and agreed to by such employee, and will transmit such monies within fourteen (14) days after collection to the Treasurer of the Association.
SECTION 2
The Board agrees to also deduct from the wages of each employee in the bargaining unit from whom it has received a currently effective written authorization executed by such individual employee for contributions to the TCT Federal Credit Union.

SECTION 3
A copy of the agenda for each meeting of the Board of Education will be made available to the President of the Association.

ARTICLE IV
GENERAL
The parties recognize that this Agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

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.

ARTICLE V
COMPENSATION
SECTION 1 - NOTIFICATION OF SALARY
Employees will receive written notice of their salary for the new budget year at least thirty (30) days prior to July 1 each year, providing a contract for the school year beginning in July has been agreed to for at least thirty (30) days. In the event a contract has not been agreed to for at least thirty (30) days prior to July 1, employees will receive salary notices within thirty (30) days after the contract is signed. To be eligible to move to the next step in July, an employee must be employed on January 1 or before.
SECTION 2 – SALARY

Each of the bargaining unit employee’s salaries will be increased as follows:

2018-19: 3.73%, plus $1,445
2019-20: 3.50%
2020-21: 3.50%
2021-22: 3.50%

The following building differentials will be paid to the building supervisors each. These amounts are to be prorated for those working less than a full year.

- High School - $1,086 per year
- Middle School - $808 per year
- Intermediate School - $550 per year
- Elementary School - $1,086 per year

The Board of Education may exceed a salary schedule at its discretion. There will be no retroactive pay or benefits for those not employed by the School District as of the date of the execution of this Agreement.

SECTION 3 - OVERTIME

The regular workweek for Buildings & Grounds personnel will continue to be Monday through Friday unless they have been or are specifically hired for a different time. All Buildings & Grounds personnel required to work beyond their regular workday will receive regular pay for those hours worked in addition up to eight (8) hours a day. Those who work beyond eight (8) hours in any one day will be entitled to time and one-half for every hour beyond the eight (8). All hours worked beyond forty (40) in any week will be paid time and one-half. Any supervisor called in after regular hours will be guaranteed at least two (2) hours pay. This does not include time immediately before or immediately after a regular workday or prescheduled work. All overtime must be authorized and have the prior approval of the employee's supervisor, except in the case of an emergency.
ARTICLE VI
PAID VACATIONS

All twelve (12) month employees will be entitled to vacation time as follows:

<table>
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<th>Time in Service</th>
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<tr>
<td>under 10 months</td>
<td>1 day per every full month worked, per year</td>
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<td>After 11 years</td>
<td>20 days per year</td>
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Months of service will be counted which occur prior to July 1 of the summer when the vacation period begins. The employee must be on the payroll for a complete month for the month to count as a month. Continuous years of service will be measured from the date regular employment began. Except for disciplinary terminations, any termination of employment prior to July 1 will result in pro rata payment to the employee for any vacation time accumulated to the date of termination. In the event of death said time will be paid to the estate. Employee request for a particular vacation time will be considered for any time during the year and allowed, when the administration feels it would not seriously disrupt work to be accomplished, on the basis of seniority. The school district, however, reserves the right to make the final decision on when any individual may take his or her vacation time.

Payment for an employee's vacation will be made prior to the scheduled vacation if the School District receives a written request four (4) weeks in advance of the commencement of the vacation.

For the purpose of calculating vacation accruals, as applied under this article, Article VI, Paid Vacation, the following start dates will be used effective July 1, 2007:

Paul Stockman – 10/1/93
Eric Wright – 3/31/95

The above listed dates will have no impact on any other current or future contract provisions, including but not limited to other leave accruals, seniority, or retirement
provisions including retiree health insurance.

ARTICLE VII
PAID HOLIDAYS

SECTION 1
The following schedule shall apply for twelve month workers. Ten month workers will not be entitled to holidays falling during the school's summer recess unless they work at least one (1) full week in August, in which case they will be entitled to Labor day.
- New Year's Day
- Martin Luther King, Jr. Day
- Washington or Lincoln's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Working Day before Christmas Day
- Christmas Day
- Working Day before New Year's Day

SECTION 2
In the event one of the above holidays should be scheduled as a day of school, a compensating day shall be given in lieu of the holiday.

SECTION 3
For an employee to be paid for a holiday, the employee must work the working day before as well as the working day after the holiday unless his absence is excused for legitimate reasons.

ARTICLE VIII
INSURANCE BENEFITS

SECTION 1 - New York State Disability Insurance
All non-certified people appointed to work on a permanent basis, at least three (3) hours a school day, ten (10) months a year, will be entitled to Disability Insurance.
SECTION 2 - Health Insurance

To be eligible for health insurance an employee must work thirty (30) hours a week. Eligible Buildings & Grounds Supervisors of the school district will be granted the same health insurance plan, benefits and contribution levels as the Faculty Association for the duration of this agreement.

SECTION 3 - Dental Insurance

Eligibility for dental insurance is the same as for health insurance. Eligible Buildings & Grounds Supervisors of the School District will receive the benefits and contribution levels specified in the School District’s dental plan, or their equivalent.

SECTION 4 - FLEX BENEFITS

A Flex Benefit will be in effect for unit members as long as a benefit is available through the Internal Revenue Service under Section 125.

ARTICLE IX
SICK LEAVE

SECTION 1

Buildings & Grounds Supervisors must be employed by the District at least three (3) months before being eligible for sick leave. Full-time personnel (twelve months) shall be entitled to seventeen (17) days of sick leave for each school year for: personal illness, quarantine, illness in the immediate family. Ten month employees shall be entitled to twelve (12) days of sick leave for the same purposes as twelve month employees. Part-time personnel working at least three (3) hours per day will each receive seven (7) days of sick leave for the same purposes as twelve month employees. Unused days of sick leave will accumulate to a maximum of three hundred (300) days for all existing personnel covered under this contract. Unit members hired before July 1, 2018 who retire pursuant to the New York State Employees’ Retirement System with at least twelve years of service in the Queensbury Union Free School District and who are members of the District’s health and dental insurance program at the time of retirement will have options of converting four (4) accumulated sick days for one (1) month of health insurance; two (2) accumulated sick days for one (1) month of free dental insurance; or six (6) accumulated sick leave days for one (1) month of free health and dental insurance. Unit members hired on or after July 1, 2018, must work a minimum of fifteen (15) years of full time service with the District in order to be eligible for the options for retiree health and dental insurance.

SECTION 2

If an employee is absent and receives an award of Workers' Compensation, the employer will allow the employee to draw on accumulated sick leave, if available, during the employee's absence from work. The employer will restore the employee's accumulated
sick leave based on the amount of the compensation award divided by the daily sick leave pay received by the employee during the absence. The Board of Education will provide reimbursement for repair or value, whichever is less, of clothing and personal effects damaged or destroyed during the course of an accident to an employee as a result of an assault suffered while acting in the discharge of duties within the scope of employment, providing the loss is not caused by negligence of the claimant. Personal effects will not include automobiles or other vehicles.

ARTICLE X
PERSONAL LEAVE

SECTION 1
All requests for personal leave must be applied for on a form designated for that purpose and submitted to the employee's immediate supervisor.

SECTION 2
Only absences for such emergency personal business as cannot be scheduled on other than a workday may be approved and may not be used for the purpose of extending a holiday and/or a vacation.

SECTION 3
No more than three (3) days personal leave per year may be granted for full-time personnel (twelve month employees) and two (2) days for part-time personnel (ten month employees).

SECTION 4
If an employee uses only one (1) emergency day during a school year, the two (2) unused emergency days will be accumulated as one day of additional sick leave to be added to the employee's sick leave for the first day of the following school year. Effective July 1, 2010, if an employee uses two (2) emergency days, the remaining unused emergency day will be added to the employee’s sick leave the first day of the following school year.

SECTION 5
Leaves of absence without pay or benefits may be granted to an employee for up to one (1) year at the discretion of the District.

SECTION 6
In the event that the request for absence for personal leave is of such a nature that the employee would prefer not to discuss the matter with his immediate supervisor, the request can be made directly to the Assistant Superintendent for Business. In cases involving intimate personal concerns or where privacy is a matter of urgency, the Administrative Assistant for Business may grant the personal day based solely on the request for the leave.
ARTICLE XI

BEREAVEMENT LEAVE

In the event of death in the immediate family (mother, father, grandparents, wife, husband, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-children, step-parents, grandchildren) bereavement leave of up to five (5) consecutive working days will be granted with pay for each occurrence. These days are to be used within 15 calendar days of the death. Required and approved attendance at any other funeral will be considered a personal day.

ARTICLE XII

JURY DUTY

Time will be allowed for all employees who are required to report for jury duty. Any money received for jury duty, which was earned during a time when normally working, will be deducted from the pay of the employee.

ARTICLE XIII

NEW YORK STATE EMPLOYEES’ RETIREMENT

The School District offers the 75G retirement plan with Option 41J (permitting employees to use sick time for retirement) to eligible employees of the School District.

ARTICLE XIV

RIGHT OF RE-EMPLOYMENT

When an employee must leave employment due to family crisis, he or she will be given first choice in the same or an equivalent job when it opens providing they have indicated a desire to return to work. Those leaving after January 1st will be entitled to come back on the next step from the one on at the time they left providing there is a next step.

ARTICLE XV

UNIFORM, TOOL, LICENSING PROVISION

Members of the Association will be furnished five (5) uniforms per year providing a majority of the personnel agree to wear them. Employees will be allowed to keep their respective uniforms after the School District has determined that the individual's uniform no longer has any use and replaced the uniform. All custodial and maintenance personnel must wear steel-toed safety shoes or OSHA compliant protective footwear unless they present a medical excuse from a physician. The District will give an annual allowance of up to $650 per year to be reimbursed with appropriate receipts for any combination of steel-toed work shoes/boots, another type of OSHA compliant protective footwear, outer apparel, and/or other work apparel and personal tools required for the position. Shoes will be replaced when requested
if management agrees with the need. The District will pay for special drivers' licenses they expect employees to maintain.

ARTICLE XVI
RECOGNITION OF IMPROVEMENT
Buildings & Grounds Supervisors will advise the Assistant Superintendent for Business of Buildings & Grounds Supervisors who attend a course to improve their job knowledge. Such information will be brought to the attention of the Board of Education. If the School District advises an employee, in writing, to take a course, any tuition, lab fees and book expenses paid by the employee shall be reimbursed to the employee by the School District.

ARTICLE XVII
SENIORITY
If any Buildings & Grounds Supervisor's position in the School District is abolished or terminated, the services of any employee covered by this agreement having the least seniority within that position or comparable job position will be terminated. The decision on comparability will be made by the School District.

ARTICLE XVIII
EMPLOYEE EVALUATION

SECTION 1
Any evaluation sheets completed on employees will be reviewed with the employee, and the employee will be given an opportunity to sign the sheet.

SECTION 2
Every effort will be made to conduct evaluations or observations for the purpose of evaluations at least once each school year for all employees who have been employed by the School District for at least sixty (60) days.

SECTION 3
Any evaluation sheets completed on employees will be reviewed with the employee. No material will be placed in an employee's personnel file unless the employee has had an opportunity to see and sign it beforehand and add comments. The employee will receive a copy of the evaluation sheets after he has signed it or had the opportunity to sign it. If an employee refuses to sign, the School District may have a witness sign to acknowledge that the employee had the opportunity to sign it.
ARTICLE XIX
EMPLOYEE GRIEVANCE PROCEDURE

The parties hereby agree to the following procedures in handling grievances:

1. **First Stage:** When a grievance is made by an employee, the employee should orally and informally confer with his immediate supervisor or superior endeavoring to resolve the problem.

2. **Second Stage:** If the grievance is not resolved informally at the first stage, the employee may request in a written statement a review of the determination of the immediate supervisor or superior by the School Superintendent, or his designee.

3. **Third Stage:** If the aggrieved employee is not satisfied with the decision of the School Superintendent or his designee, the employee may appeal directly to the Board of Education. Such an appeal shall be made in the form of written statement directed to the Board of Education with copies to the immediate supervisor or superior involved and to the School Superintendent. Such appeal shall be made within five (5) calendar days after the School Superintendent has rendered his decision at the second stage. The grievance shall then be presented to the Board of Education by the aggrieved employee at the next regularly scheduled Board meeting provided the appeal is made at least ten (10) calendar days prior to the Board meeting. Any appeal made less than ten (10) calendar days prior to the next regularly scheduled Board meeting may, in the discretion of the Board, be considered at the next subsequent Board meeting. The Board of Education will render its final decision within ten (10) calendar days after said meeting.

4. **Fourth Stage:** If the aggrieved employee and the Association are not satisfied with the decision of the Board of Education, the aggrieved employee and the Association may, within ten (10) calendar days from the date of the receipt of the decision request that the grievance be submitted to arbitration. The request shall be made to the President of the Board of Education. The Association shall then notify the American Arbitration Association and the parties will be bound by the rules and procedures of the American Arbitration Association. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusion regarding the issues. The arbitrator shall have not power to add to, subtract from, modify or expand the provisions of this Agreement, and shall consider the precise issue presented to him. The arbitrator's decision shall be final and binding on the parties.

5. **General Provisions:** The following shall apply to this entire grievance procedure:
   a) A grievance is defined as a claimed violation of this Agreement with respect to its application or interpretation.
   b) Throughout all stages of the grievance procedure, the aggrieved employee may
have a representative who may either be an attorney or any other person selected by the employee.

c) All hearings shall be confidential.

d) The written grievance referred to in the Second and Third Stages of the grievance procedure shall be presented in document form stating the name and position of the aggrieved employee, the identity of the provisions of this Agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the alleged breach of this Agreement existed, the identity of the party responsible for causing said events or conditions, a statement of the specific nature of the grievance, including the historical background of the grievance, evidence supporting the grievance, action taken thus far to resolve the grievance, and reasons for dissatisfaction with action taken thus far to resolve the grievance, and the remedy sought by the aggrieved employee.

e) No written grievance shall be entertained, and such grievance shall be deemed waived, unless the written grievance was forwarded to the School Superintendent at Stage Two within ten (10) calendar days after the aggrieved employee knew, or should have known, of the act or condition upon which the grievance is based.

f) Failure to comply with the time limits set forth in this grievance procedure is intended to be, and shall be, considered a bar to the continued processing of any grievance or legal action, and shall be deemed abandoned, unless mutually agreed upon in writing by both parties.

g) Any decision of the Board of Education may be appealed to the Commissioner of Education under the Education Law, if such remedy is available thereunder.

h) The preparation and processing of the grievances and the administration of this grievance procedure, shall not be conducted during hours of employment, with the exception of the First Stage.

ARTICLE XX
PERTINENT POLICIES

The following shall be the policy for various departments when school is closed due to inclement weather:

BUILDINGS & GROUNDS: All Buildings & Grounds Supervisors are expected to report, and all others whose jobs involve the operation and maintenance of the buildings.

GENERAL: Lateness on these days will be excused providing it is reasonable in terms of the weather and the individual circumstances. If you are expected to report to work but are unable to because of the weather, you may attempt to call the school and notify someone. You will be penalized sick time for missing the day. If this is not available you will lose a day's pay. Those not expected to report will receive the day's pay.
However, if the day must be made up later, no additional pay will be received for the makeup day.

ARTICLE XXI
BREAK TIME
Bargaining unit employees who work seven (7) hours or more per day shall be provided thirty (30) minutes of break time per day. Where practicable, such break time shall be divided into one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon.

ARTICLE XXII
DRUG TESTING
The Association has confirmed that the School District has the authority to require reasonable suspicion testing if an employee is reasonably suspected of being under the influence of alcohol or non-prescription drugs.

This Agreement can be revised, reopened or modified only by joint agreement of the parties. IN WITNESS WHEREOF, the parties hereto have signed this agreement on May 10, 2019.

QUEENSbury Union Free School District

BY: ____________________________
Queensbury School Supervisors of Custodial and Maintenance Personnel Association

BY: ____________________________
Superintendent of Schools

BY: ____________________________
Assistant Superintendent for Business