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Title: **Rockville Centre Union Free School District and Operational and Maintenance Units, CSEA, Local 1000, AFSCME, AFL-CIO (2005)**

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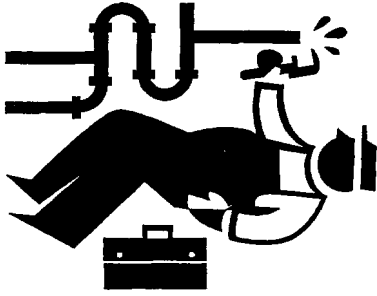
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CUS/6052



AGREEMENT

Between the

CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.,

LOCAL 1000, AFSCME AFL-CIO

and

BOARD OF EDUCATION

ROCKVILLE CENTRE UNION FREE SCHOOL DISTRICT

EFFECTIVE

JULY 1, 2005 TO JUNE 30, 2009

RECEIVED

APR 16 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

ROCKVILLE CENTRE CUSTODIAL UNIT

of

NASSAU EDUCATIONAL LOCAL 865



44

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ARTICLE I
RECOGNITION

Section 1

The Civil Service Employees, Inc., Local 1000, AFSCME AFL-CIO, herein shall be referred to as the Association.

The Board of Education of Rockville Centre Union Free School District, Rockville Centre, New York shall hereafter herein be referred to as the Board.

Section 2

The Board of Education recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME AFL-CIO, as the sole and exclusive bargaining agent during the period of implementation of this Agreement for all personnel in the operational and maintenance departments, except Supervisor of Operations and Maintenance Foreman.

Section 3

Recognition shall be in accordance with the Public Employees' Fair Employment Act (Taylor Law).

Section 4

Both parties agree that negotiations for a new contract to replace the extended contract to 2009 will commence on or before June 30, 2008.

ARTICLE II
WORKING CONDITIONS

Section 1 – WORK HOURS

Shifts shall be determined in accordance with the needs of the individual schools but will have starting time no greater than one (1) hour earlier or one (1) hour later than the schedule listed below:

Day shift	7:00 a.m. to 3:30 p.m.
Evening shift	3:30 p.m. to 12 midnight
Night shift	11:00 p.m. to 7:30 a.m.

Special mid-day schedule may be assigned by mutual agreement.

Unit members hired prior to July 1, 1979 will be assigned to the night shift on a voluntary basis only.

Section 2 – WORKWEEK

The workweek for the Unit personnel shall be forty (40) hours during five (5) consecutive eight (8) hour days from Monday through Friday.

New hires to the District may be assigned a flexible work week at the discretion of the Superintendent of Schools. Such flexible workweek shall consist of Tuesday through Saturday or any other five (5) days mutually agreed to by the employee, the Superintendent of Schools and the President of the Association. The unit member on the flexible schedule may be assigned the regular workweek at the option of the Superintendent of Schools.

Summer hours: Members of the unit will work 40 hours a week during the summer. Whether summer hours will be used in 4 or 5 days during the summer will be determined by a vote of the unit members each year in May.

Section 3 – LUNCH HOURS

A thirty minute lunch hour exclusive of hours worked shall be provided, except for schools with only one custodian. In those instances, pay for twenty minute lunch periods within their time on the job will be given.

Section 4 – UNIFORMS (SHOES AND GEAR)

Uniforms to be provided by the District shall be worn by members of the Unit, during all work hours, including using appropriate footgear. Each non-probationary member of the Unit shall be paid \$200.00 for the 2005/06 school year, \$250.00 for the 2006/07 school year, \$300.00 for the 2007/08 school year and \$350.00 for the 2008/09 school year for uniform maintenance (shoes) during the first annual pay period. The District will provide one set of foul weather gear per building. Effective July 1, 1998, custodial and cleaning staff shall be provided with winter jackets every three years.

Section 5 - CONFERENCES AND EDUCATION

Unit members may propose educational courses and/or conference attendance for District's consideration. District may mandate conference or educational course attendance. In the event that the District mandates attendance or approves a proposal from a unit member, the District shall pay all reasonable costs associated with such attendance.

ARTICLE III
VACATIONS

Section 1

Vacations will be granted for continuous service in the school district computed as of July 1st each year as follows:

10 working days after 1 year.
15 working days after 5 years.
20 working days after 10 years.

Section 2

Vacations shall be scheduled during the summer months and the three vacation periods. However, unit members will have the ability to utilize up to ten (10) vacation days when school is in session. At no time shall more than 50% of the assigned staff of any school be on vacation. Requests for vacation time will be made to the Assistant Superintendent who will grant vacation on the basis of seniority, insofar as possible.

Section 3

If starting date for full time employment occurs on or prior to the 15th of the month, a full day of vacation shall be credited for that month. The same principle will be used in computing vacation for the last month of employment preceding termination.

Section 4

Vacations shall not accrue during the first 26 weeks of employment. At the end of the 26 weeks, the accrued vacation will be retroactive and made available and at the next scheduled vacation period depending on the period worked.

Example: April employment – Probationary; October – Permanent Vacation accrued for April, May and June to be taken during Christmas, Mid-Winter and Easter vacations. The remaining vacation will be accrued in accordance with normal procedure.

November employment – Probationary; April - Permanent Vacation accrued will be carried forward to the summer and be made available with the credit for May and June added.

ARTICLE IV
EMPLOYEE ABSENCES

A. Absences of employees may be permitted without deduction of salary up to an annual allowance of 15 days per year. Of these 15 days, 10 may be allowed for personal illness and 5 for reasons other than personal illness may be used for reasons listed in Subdivision G. Unused days shall be cumulative to a maximum of 180 days with the cumulative portions available for personal illness leave only. The following shall apply to these leaves:

1. "PERSONAL ILLNESS" – 10 days per year. An employee, who has been absent more than five consecutive working days because of personal illness, shall submit a physician's statement within the 10th school day of the commencement of the absence.
2. "REASONS OTHER THAN PERSONAL ILLNESS" – 5 days per year as further defined in Subdivision G. Absences will be permitted for single days or two consecutive days for only reasons listed in Subdivision G. The signing of Form X is the employee's certification that the reason (s) for the absence conform to the list in Subdivision G.

B. For part-time (40% or more) persons, whose contract of employment is longer than six months, the proportionate amount of leave shall apply.

C. Whenever an employee expects to be absent he must notify his Principal or other supervisor in advance, so that a replacement can be secured. Upon return from any absence, the employee shall file statement of the date(s) and reason (s) for such absence on Form 35.

Absences for reasons other than those for personal illness, in excess of five days in a year, which are authorized and for which full deduction is applicable may, at the discretion of the Superintendent, have such deduction modified to deduction at the minimum rate of substitute pay.

D. The following absences are non-deductible from cumulative allowance, shall be without loss of salary and request thereof shall be made on Form Y as prescribed in Subdivision G.

1. DEATH IN IMMEDIATE FAMILY – Three (3) working days of absence will be approved for each death in the immediate family. For purposes of this paragraph only, "immediate family" shall include parent, child, sister, brother, spouse, mother-in-law, father-in-law and grandparents.
2. JURY DUTY – Notice of Jury Duty must be submitted to the Superintendent. The employee shall reimburse the district in a amount equal to the jury fee received. (See also Policy 4156).

3. QUARANTINE – Employees absent by reason of quarantine imposed by Doctor's order due to illness caused by a contagious disease of a resident member of the household will submit a doctor's certificate explaining the order. Absence will be approved for the duration of the quarantine.

- E. Full deduction of pay shall be applied for days of unauthorized absence.
- F. In unusual circumstances, the Board of Education may, on the recommendation of the Superintendent of Schools, grant full time members of the staff leave of absence for health reasons in addition to provisions stipulated above.
- G. Employees who expect to be absent for reasons other than personal illness and "illness in the immediate family," prior to the absence, must submit a completed Form X to the Superintendent and a copy to the Principal.

Requests for absences that conform to the reasons listed below are to be submitted on Form X. All other requests for absences are to be submitted on Form Y. In emergency situation, employees are expected to make every effort to communicate with the Principal or Supervisor prior to the absence if insufficient time is available for the written request. In these cases, the employee should submit Form Y on his return.

On return from any absence, an employee shall file a completed Form 35 with his immediate Supervisor who will forward it to the Superintendent's Office.

The following are approvable as absences for reasons other than personal illness as certified by the employees and should be requested on Form X.

- Legal: To appear in Court
To appear at Internal Revenue Office for audit purposes
To close on a house
- Family: To take son or daughter to college
To attend son's, daughter's or spouse's college graduation
To be with someone in immediate family having a serious operation
To take or bring home from the hospital a member of the immediate family
To move to a new home
Illness in the immediate family
Additional days for death in the immediate family beyond the three non-deductible days permitted by Subdivision D-1 above.
- Education: To take a comprehensive or qualifying examination for an advanced degree
To receive a degree

Religious: To attend a special religious ceremony involving a member of the immediate family
To attend funerals of persons other than immediate family
To observe a total of two religious holidays provided request thereof is made on Form X prior to June 15 of the preceding school year. When the date of employment makes such a request date impractical, the employee will submit his request within two weeks of the commencement of employment.

NOTE: A request to be absent for additional religious observance is to be filed on Form Y and, if the request is granted, deduction will be made at the minimum substitute rate.

H. The Superintendent may designate a district supervisor to visit the employee who calls in sick. The first visit may take place the same day between the hours of 7:00 a.m. and 3:30 p.m. The visitor shall identify himself when calling at the residence of the employee who has reported himself as sick, and request that he speak to the employee. He shall politely inform the employee to sign an inspection form if he is physically able. The visitor will then depart. If the employee is not at home, he shall provide the Superintendent with a satisfactory explanation therefore.

I. Monies paid to employees for perfect or near perfect attendance will be as follows:

0 days absent	\$550.00
1 day absent	\$350.00
2 days absent	\$150.00

ARTICLE IV A
EXTENDED LEAVES OF ABSENCE

A. Leave of Absence

A leave of absence for one year, without pay, may be granted upon recommendation of the Superintendent, which shall not be withheld unreasonably, and approval of the Board of Education, to any permanent employee with at least 5 (five) years of District service for disability or for temporary employment in the interest of public service or professional growth. This leave shall be for one full year only.

B. Leaves of Absences for Childbearing and/or Child Rearing

1. Upon written request, an employee shall be granted a leave of absence for up to two (2) years for the purposes of childcare and child rearing. Said leave shall be without pay and shall commence at any time between a) the birth of a child to the employee, the birth of a child fathered by the employee or the birth of an adopted child and b) one year after the birth of said child.

2. Except where an emergency prevents the giving of such notice, the employee's written request for a child care and/or child rearing leave shall be made to the Superintendent or his designee at least thirty (30) days prior to the effective date on which the employee's leave is to begin. The above leave may be extended for successive one (1) year periods at the sole discretion of the Superintendent.
3. If an employee has been granted a total of four years leave of absence under this provision no further childcare leave shall be granted to that person.

ARTICLE V **RETIREMENT PLAN**

Benefits are available to Service Unit employees who are members of the New York State Employees Retirement System under the 1/60 program retroactive to April 1938 in accordance with law and applicable tiers.

ARTICLE VI **SAFETY PRACTICES**

The parties recognize the necessity of the following good safety practices in all job classifications. The Board will provide adequate equipment and safe working conditions. Any conditions, which are felt to be unsafe, shall be reported, promptly investigated and corrections made where required.

ARTICLE VII **ASSISTANCE IN ASSAULT OR CIVIL CASES**

Employees shall be required to report all cases of assault against them and/or civil actions filed against them, in connection with their employment, to the Superintendent of Buildings and Grounds and the Superintendent of Schools. The Superintendent of Schools' office shall acknowledge receipt of such report within three days.

ARTICLE VIII **SENIORITY**

Section 1

If layoffs become necessary, provisional and probationary employees within a group classification and in the case of maintenance group within specific skill categories shall be laid off before any permanent employee shall lose any time. If, after all provisional and probationary employees in a particular group have been laid off and other reductions in the work force are necessary, the employer shall lay off in accordance with the principles of seniority within the group classification, (i.e.) the last person hired shall be the first person laid off and the last person laid off shall be the first person rehired. It is understood that

group classification as used herein refers to groups classified as custodians, maintenance people, cleaners-grounds people.

ARTICLE IX
ASSOCIATION BUSINESS

Section 1 – Use of District Facilities

Permission shall be granted for the use of district facilities for meetings within the policy covering taxpayer use of school facilities. Appropriate application must be filed and approved by authorizing person.

Section 2 – Bulletin Board

At least one bulletin board shall be reserved at an accessible place in each building for the exclusive use of the Association for the purpose of posting. Such material shall deal with proper and legitimate Association business.

Section 3 – Distribution of Agreement

This agreement shall be reproduced without cost to the Association and copies shall be distributed within a reasonable period.

Section 4

The Association President shall meet monthly to consult with the Supervisor of Operations on matters of mutual concern, which shall not include matters, which would otherwise be the subject matter of negotiations.

ARTICLE X
CONSULTATION WITH MEMBERS AND OFFICERS

Promotional vacancies will be posted. Seniority will be considered among other qualifications, by the district. In the event that a member applied for a vacant promotional position and is not appointed, the Supervisor of Operations shall consult with the member.

ARTICLE XI
DUES DEDUCTIONS AND AGENCY FEE

Section 1

The District agrees to deduct an agency fee from the salaries of non-member Unit employees for the Association, and its affiliates, and to transmit such monies to the Association.

Section 2 – Disposition of Dues Deducted by District

The Association assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Civil Service Employees Association, Inc.

Section 3 – Dues Check-Off List

Upon request annually, the Association shall provide the Board with a list and signed cards of those employees who have voluntarily authorized the Board to deduct dues for the Association.

ARTICLE XII
PAYROLL DEDUCTION

The District agrees to provide a credit union payroll deduction for employees who request such deduction.

ARTICLE XIII
COMPENSATION

Section 1 – Salary Schedules

Salaries shall be increased as follows and shall be paid in accordance with the annexed schedules:

2005/06	3.75%
2006/07	3.75%
2007/08	3.75%
2008/09	3.75%

Section 2 – Overtime and Notification for Snow Days

- A. Time and one-half pay shall be paid for all authorized overtime including Saturday.

Overtime pay shall be paid provided the unit member has actually worked forty (40) hours in the same workweek. Included in the calculation of actual hours worked, the use of vacation, holidays, death in immediate family (Article 4D), jury duty (Article 4D), and quarantine (Article 4D) shall be counted as hours worked. However, the use of sick, personal or days of absence attributable to Workers' Compensation shall not be counted as hours worked. This shall not apply to the calculation of overtime for removal of snow as per practice.

- B. For work required on one of the holidays designated by the School Administration time and a half pay will be given in addition to regular pay. Double time (twice the regular rate) shall be paid for any time that is worked on Sunday.

- C. An employee called for duty for an emergency, except snow, shall receive a minimum of four hours pay at the prevailing overtime rate, which will commence when he arrives on the job.
- D. An Administrator will be responsible for notifying appropriate unit member when duty on a snow day is necessary. Employees shall receive compensatory time off for snow days worked. In addition, all custodial and maintenance employees who report to work and complete their eight (8) hour shift, will be paid an additional \$100 for each day. This "snow pay" will be paid to employees in a separate check that coincides with the last payroll check in June.

Section 3 – Terminal Pay

- A. A Unit member who shall give to the Board a written statement of intention to retire under the New York State Employees' Retirement System 2 ½ months in advance of such retirement shall be entitled to receive a Terminal pay allowance amounting to \$40.00 per day for years 2005/06 and 2006/07 and \$50.00 per day for years 2007/08 and 2008/09 and thereafter for accumulated unused days for personal illness to a maximum of 300 days accumulated provided that:
 - 1. such member shall have, upon the effective date of retirement completed at least 10 years of service in the School District; and
 - 2. such unused days shall have been accumulated solely in the School District and shall comprise (a) at least 80 days, if the period of service is between 10 and 19 years; and (b) at least 100 days if the period of service is twenty (20) years or more or at least 100 days for 3 consecutive years within five years next preceding the effective date of retirement.
- B. A Unit member shall not be eligible for the allowance set forth if the member has been discharged pursuant to Article 75 et seq. of the Civil Service Law or the member has resigned at the request of the School District.

The allowance paid to the member, pursuant to Paragraph "A" shall be paid in one lump sum within 30 days following the effective date of retirement. The said payment, however, shall not constitute part of the member's salary for the purpose of computing benefits payable under the Employees' Retirement System.

Section 4 – Building Checks

Two hours pay will be given for building checks of the Middle and Senior High Schools. Pay will be given for one hour for building checks of the elementary schools. Building checks shall only be performed from December 15th through March 15th unless authorized in advance by the Assistant Superintendent or Director of Facilities.

Section 5 – Night Differential

The annual rate for night differential will be increased from \$800.00 to \$900.00 for the 2005/06 school year, \$1,000 for the 2006/07 school year, \$1,100.00 for the 2007/08 school year and \$1,200.00 for the 2008/09 school year. This differential applies to regularly assigned duty hours, which may begin at some point after noon and involve work after 5 p.m.

Section 6 – Temporary Pay Differential

An employee working temporarily in a classification higher than his classification shall receive the pay of the higher classification after performing those duties for more than eight (8) consecutive workdays.

Section 7 – Longevity Pay

Additional pay for longevity will be given as follows:

After 15 years of service in the school district	05/06 school year	\$ 800.00
	06/07 school year	\$1,000.00
	07/08 school year	\$1,200.00
	08/09 school year	\$1,400.00
After 20 years of service in the school district	05/06 school year	\$1,500.00
	06/07 school year	\$1,700.00
	07/08 school year	\$1,900.00
	08/09 school year	\$2,100.00
After 25 years of service in the school district	05/06 school year	\$1,800.00
	06/07 school year	\$2,000.00
	07/08 school year	\$2,200.00
	08/09 school year	\$2,400.00

Section 8 – Merit

If, in the opinion of the Board of Education, the service of any member of the Buildings and Grounds Staff is unsatisfactory, an increment may be denied. If, in the opinion of the Board of Education, the service of any member of the Buildings and Grounds Staff is of extraordinary merit, a larger increment may be given or the maximum exceeded. Merit pay will be based upon an evaluation by an immediate supervisor in consultation with the Assistant Superintendent or his designee.

In order to receive merit pay, members of the unit must apply to a committee that will be comprised of two (2) members of the bargaining unit and two (2) representatives from the school district. Three (3) votes by members of this committee will constitute a recommendation to the Superintendent of Schools, who must agree to the recommendation before bringing it to the Board of Education for final approval.

The criteria for earning merit pay will be established by this committee prior to January 1st of each year of the contract subject to approval by the Superintendent of Schools.

Section 9 – Extra Pay

- A. Unit members will receive a lump sum check equaling one day's pay for each six months of perfect attendance commencing July 1st or January 1st of each year of the contract. For purposes of this subdivision, perfect attendance shall mean no sick or unauthorized days taken.
- B. A second option for a bonus provides unit members with a lump sum check equaling \$150 for two days off per year, \$350 for one day off per year or \$550 for no days off per year commencing July 1st of each year of the contract. For purposes of this annual perfect attendance bonus option the only excusable (authorized) absences are death in immediate family, jury duty and quarantine.

Section 10 – Stipend for Necessary Licenses

The District agrees to pay a stipend and/or the cost of maintaining a particular license in the event that the District determines that the maintenance of such license is beneficial to the District.

Section 11 – Workers' Compensation

An employee who is injured in the course of his/her employment with the District and who qualifies for Workers' Compensation, shall receive the difference between his/her regular salary and compensation payments for a period not to exceed six (6) months during the employee's tenure as an employee in Rockville Centre, or until permanent disability has been determined to exist, whichever occurs first. Sick days shall be charged concurrently for each workers' compensation day taken beyond the first seven (7) calendar days following the date of the injury. These sick days will be restored only when the Workers' Compensation Board authorizes the claim as compensable.

Section 12 – Section 457(b)

The District shall provide all unit members with the ability to participate in a Section 457(b) Plan (subject to compliance with the Internal Revenue Code and I.R.S. requirements) adopted by the District for immediate implementation following ratification by the Board of Education and the Association.

ARTICLE XIV
HEALTH INSURANCE

- A. The Board of Education shall provide health insurance coverage to unit members in accordance with terms set forth below. Regardless of the health plan provided, active employees will contribute six (6%) percent of the cost of the plan premium effective July 1, 2005, seven (7%) percent of the cost of the plan premium effective July 1, 2006, eight (8%) percent of the cost of the plan premium effective July 1, 2007 and eight (8%) percent of the cost of the plan premium effective July 1, 2008. Retired employees will pay ten (10%) percent of the cost of the plan premium. Retired employees whose gross income falls below that income that would make them eligible for the senior citizen property tax exemption as established by Nassau county will be exempt from paying the 10% cost of the plan premium.

The Rockville Centre Custodial Association will agree to allow the Administration to pursue alternative health insurance programs under the following conditions:

1. Employee representation, exclusive of principals, assistant principals, deans, etc., on benefit committees and all other administrative committees must be equal to administration representation. Votes of any trust committee or benefit committee must be by two-thirds majority.
2. Any plan considered by the District must have benefits equivalent to the Empire Plan as it exists on September 1, 1988.
3. Any health plan considered by the District must be presented to the Custodian's Association for independent analysis and approval in advance of implementation.
4. The administration agrees to continue to provide health insurance coverage for retirees in the same program as is provided for active employees. The District agrees to acknowledge the Rockville Centre Custodian's Association as the agent for the retirees with regard to any disputes, complaints, controversies or grievances that arise in violation of this health insurance provision other than disputes over benefit structure.
5. Active unit members shall have the option to withdraw from the health insurance program. Active unit members who exercise this option must notify the District in writing by August 1 and shall receive in June a lump sum payment equal to 50% of the premium the district would have paid on their behalf.

According to the New York State Department of Civil Service Employee Benefits Division, active unit members either returning to the health insurance plan while still employed by the school district and/or contemplating retirement, shall have the right to re-enter the health insurance plan provided that the unit member reactivates his/her membership three (3) month's prior to his/her decision to re-enter the plan or his/her retirement date. Therefore, notice of intent to re-enter the health insurance plan should be given to the district at least thirty (30) days prior to the three-month period.

ARTICLE XV
DENTAL AND OPTICAL INSURANCE

The District agrees to contribute \$374 per employee to provide dental insurance. It is noted that the dental plan to which the contributions are made is the CSEA/EBF plan. Effective July 1, 1998, the District shall contribute \$120 annually per unit member for the Silver 24 Optical Plan.

ARTICLE XVI
LIFE INSURANCE AND CSEA LEGAL FUND

- A. The District shall make a contribution to the custodians for the purpose of that association purchasing life insurance policies for each full time member of their group. The policy so purchased by the association shall be for not less than \$4,000 nor more than \$6,000 on the life of the employee. Any portion of the annual payment for this purpose not expended for actual premiums shall be returned to the Board. The Board shall be entitled to and receive the cash for any dividends.

The securing of the insurance carrier and the administrative duties involved in the maintenance of life insurance program shall be the sole responsibility of the Association. Granting this benefit in no way obligates the Board of Education to maintain this benefit in future contracts.

- B. The School District will pay \$1.50 per pay period for any member of the custodial bargaining unit who wishes to participate in the CSEA Legal Fund.
- C. The District shall make available a payroll deduction line for CSEA Insurance.

ARTICLE XVII
HOLIDAYS

- A. It has been agreed that paid holidays selected by the school administration are granted each year to the custodial and maintenance employees after the school calendar for pupil attendance has been established each year. Fifteen paid holidays will be given annually.

- B. A floating holiday will be added to the fifteen (15) holidays currently assigned to the unit. The employee will make application for the use of this floating holiday by June 15th of the year prior to its use, subject to approval by the Superintendent or his/her designee. New employees will become eligible for the floating holiday as of July 1st of the fiscal year following their date of appointment. Approval of floating holiday will be for requests that do not cause the district to incur additional costs and, therefore, for some persons, must be taken during times when school is not in session.

ARTICLE XVIII **PERSONNEL FILES**

Upon request by the Civil Service employee, he/she shall be permitted to examine his/her official employment and personnel file, exclusive of pre-employment information. No material derogatory of a Civil Service employee's conduct, service, character or personality shall be placed in the business office file or Principal's file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read the file with the understanding that such signature merely signifies that he/she read the material to be filed, and does not necessarily indicate agreement with its content. The employee shall have the right to answer any material filed and his/she answer shall be attached to the file copy.

ARTICLE XIX **BOILER CLEANING**

A boiler cleaning company will clean the boilers at least once a year.

ARTICLE XX **GRIEVANCE PROCEDURE**

Preamble

The Board recognizes the right of staff members to present their grievances and to be assured of a prompt and fair resolution of such grievances. The Board has adopted the following for the settlement of grievances in order to assure continuing harmonious and cooperative relationships among all personnel.

Definitions

"Grievance" will mean any claimed violation, misinterpretation, or inequitable application of laws, ethics, school district policy, administrative regulations, or administrative authority. A grievance may concern any working condition tending to endanger or handicap an individual in the proper discharge of his/her duty.

"Counsel" will mean any advisor selected by the individual.

Basic Standards and Principles

1. It is the intent of this policy to encourage the resolution of grievances on an oral and informal basis in a atmosphere of free discussion.
2. Each individual will have the right to present his/her grievance according to the provisions of this policy, free from interference, coercion, restraint, discrimination, or reprisal.
3. Beginning with the first formal stage any of the parties will have the right to a hearing at which he/she may appear in person and/or be represented by counsel and at which he/she may present oral and written statements.
4. Copies of every written statement submitted at each stage will be provided for each party to the grievance.
5. Time limits will be adhered to strictly unless unusual circumstances require a delay. In that case, the party desiring a delay will notify all concerned in writing, specifying the reason for the delay and indicating a substitute date.
6. No part of this document will be interpreted as limiting in any way the right of the individual to discuss informally with his/her supervisors any matter that is of concern to him/her.
7. The grievance procedure will be reviewed annually by the Board.

Informal Stages

Note: For employees who are directly supervised by the Superintendent, omit stage one.

1. The aggrieved individual will present his/her grievance orally to his/her supervisor, who shall orally and informally discuss the grievance with the individual. The supervisor will inform the individual of his/her decision within five school days. If the decision is not satisfactory to the individual, he/she may proceed to the second informal stage.
2. Within a time limit of 20 school days, the aggrieved individual will present his/her grievance orally to the Superintendent who will orally and informally discuss the grievance with the individual. The Superintendent will inform the individual of his/her decision within five school days. If the decision is not satisfactory to the individual, he/she may proceed to the first formal stage within a time limit of 40 school days.

Formal Stages

Note: For employees who are directly supervised by the Superintendent, omit stage one.

1. The first stage will begin with the aggrieved individual's presentation of his/her grievance in writing to his supervisor. The supervisor will notify the individual in writing of his findings of fact and conclusions within five school days. If the decision is not satisfactory to the individual, he/she may proceed to the second stage within a time limit of 40 school days.
2. The second stage will begin with a written request by the aggrieved individual for a review of his/her grievance by the Superintendent. With his request the individual will include a copy of the original statement of his/her grievance and the supervisor's written reply.
3. The third stage will begin with a written request by the aggrieved individual for a review of his/her grievance by the Board. Within 10 days, the individual, at Board request, will furnish the Board with copies of all written statements previously submitted.

If a hearing is held by the Board, it will be in executive session unless all parties consent to a public session. The Board will notify all parties to the grievance in writing of its findings of fact and conclusions within one calendar month of the appeal.

ARTICLE XXI **CONFORMITY TO LAW SAVING CLAUSE**


- A. If any provision of this Agreement is or shall at any time be contrary to law, as determined by a body having competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law.
- B. 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 full force and effect.
- C. This Agreement shall supersede any existing Board policy, instruction or direction where the same is in conflict with any provision of this Agreement and, to that extent, the provisions of this Agreement shall be controlling.

ARTICLE XXII
STATUTORY NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS BEEN GIVEN APPROVAL.

IN WITNESS WHEREOF, the Board and the Association have executed this Agreement by their duly authorized officers.

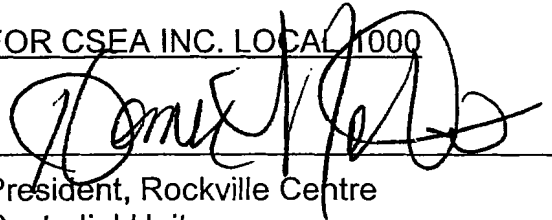
FOR THE DISTRICT



Superintendent of Schools

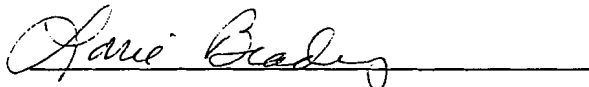
Date: 5/2/06

FOR CSEA INC. LOCAL 1000



President, Rockville Centre
Custodial Unit

Date:



President Board of Education
Rockville Centre UFSD

Date: 5/2/06



Collective Bargaining Specialist
CSEA Inc.

Date: 5/2/06

ADDENDUM I

Buildings & Grounds					
Senior Maintainer - Guide 1					
	04/05	05/06	06/07	07/08	08/09
1	43,033	44,647	46,321	48,058	49,860
2	44,031	45,682	47,395	49,172	51,016
3	45,030	46,719	48,471	50,289	52,174
4	46,028	47,754	49,545	51,403	53,330
5	47,028	48,792	50,622	52,520	54,490
6	48,024	49,825	51,693	53,632	55,643
7	49,171	51,015	52,928	54,913	56,972
8	50,017	51,893	53,839	55,858	57,953
9	51,011	52,924	54,909	56,968	59,104
10	51,737	53,677	55,690	57,778	59,945
11	52,730	54,707	56,759	58,887	61,095
12	53,729	55,744	57,834	60,003	62,253
Buildings & Grounds					
Head Custodian 2 - Guide 2					
	04/05	05/06	06/07	07/08	08/09
1	41,400	42,953	44,564	46,235	47,969
2	42,400	43,990	45,640	47,351	49,127
3	43,397	45,024	46,712	48,464	50,282
4	44,393	46,058	47,785	49,577	51,436
5	45,393	47,095	48,861	50,693	52,594
6	46,392	48,132	49,937	51,810	53,752
7	47,388	49,165	51,009	52,922	54,906
8	48,384	50,198	52,080	54,033	56,060
9	49,387	51,239	53,160	55,154	57,222
10	50,383	52,272	54,232	56,266	58,376
11	51,379	53,306	55,305	57,379	59,531
12	52,374	54,338	56,376	58,490	60,683

Buildings & Grounds					
Head Custodian 1 - Guide 3					
	04/05	05/06	06/07	07/08	08/09
1	39,898	41,394	42,946	44,556	46,227
2	40,900	42,434	44,025	45,676	47,389
3	41,892	43,463	45,093	46,784	48,538
4	42,890	44,498	46,167	47,898	49,694
5	43,894	45,540	47,248	49,020	50,858
6	44,893	46,576	48,323	50,135	52,015
7	45,886	47,607	49,392	51,244	53,166
8	46,885	48,643	50,467	52,360	54,323
9	47,881	49,677	51,540	53,473	55,478
10	48,880	50,713	52,615	54,588	56,635
11	49,869	51,739	53,679	55,692	57,781
12	50,880	52,788	54,768	56,822	58,953
Buildings & Grounds					
Asst.Hd.Custodian/Maintainer - Guide 4					
	04/05	05/06	06/07	07/08	08/09
1	38,990	40,452	41,969	43,543	45,176
2	39,984	41,483	43,039	44,653	46,327
3	40,978	42,515	44,109	45,763	47,480
4	41,979	43,553	45,186	46,881	48,639
5	42,973	44,584	46,256	47,990	49,790
6	43,978	45,627	47,338	49,113	50,955
7	44,972	46,658	48,408	50,223	52,106
8	45,967	47,691	49,479	51,335	53,260
9	46,968	48,729	50,556	52,452	54,419
10	47,962	49,761	51,627	53,563	55,572
11	48,959	50,795	52,700	54,676	56,726
12	49,959	51,832	53,776	55,793	57,885

Buildings & Grounds					
Custodian - Guide 5					
	04/05	05/06	06/07	07/08	08/09
1	36,159	37,515	38,922	40,382	41,896
2	37,165	38,559	40,005	41,505	43,061
3	38,159	39,590	41,075	42,615	44,213
4	39,161	40,630	42,154	43,735	45,375
5	40,151	41,657	43,219	44,840	46,522
6	41,148	42,691	44,292	45,953	47,676
7	42,149	43,730	45,370	47,071	48,836
8	43,144	44,762	46,441	48,183	49,990
9	44,145	45,800	47,518	49,300	51,149
10	45,140	46,833	48,589	50,411	52,301
11	46,142	47,872	49,667	51,530	53,462
12	47,135	48,903	50,737	52,640	54,614
Buildings & Grounds					
Cleaner/Groundskeeper/Messenger - Guide 6					
	04/05	05/06	06/07	07/08	08/09
1	34,184	35,466	36,796	38,176	39,608
2	35,175	36,494	37,863	39,283	40,756
3	36,174	37,531	38,938	40,398	41,913
4	37,175	38,569	40,015	41,516	43,073
5	38,171	39,602	41,087	42,628	44,227
6	39,164	40,633	42,157	43,738	45,378
7	40,163	41,669	43,232	44,853	46,535
8	41,171	42,715	44,317	45,979	47,703
9	42,158	43,739	45,379	47,081	48,847
10	43,159	44,777	46,456	48,198	50,005
11	44,156	45,812	47,530	49,312	51,161
12	45,154	46,847	48,604	50,427	52,318

