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Title: **Ardsley Union Free School District and Ardsley Custodial Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Westchester Local 860 (2007)**

Employer Name: **Ardsley Union Free School District**

Union: **Ardsley Custodial Unit, CSEA, AFSCME, AFL-CIO**

Local: **Westchester Local 860, 1000**

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BC / 4493

AGREEMENT

by and between the
ARDSLEY UNION FREE
SCHOOL DISTRICT

and the

**CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.**
Local 1000, AFSCME, AFL-CIO

RECEIVED

FEB 04 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Ardsley Union Free School District Custodial Unit
Westchester County Local 860

July 1, 2007 – June 30, 2011

ARTICLE I
APPLICABLE LAW

This agreement, and all of the rights and obligations defined herein and hereunder, is reached between the parties under and pursuant to Article XIV of the Civil Service Law of the State of New York (Public Employees' Fair Employment Act) and nothing contained herein shall be construed to prevent the Board or its officers from the discharge of their duties and responsibilities in accordance with Section 1709 of the New York State Education Law unless such policies or procedures have been specifically altered by the terms of this agreement.

ARTICLE II
RECOGNITION

SECTION 1

The Ardsley Union Free School District, Town of Greenburgh, recognizes Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester Local 860, by the Ardsley Custodial Unit, as the sole and exclusive negotiating representative of custodial and maintenance workers, including all full-time head building custodial workers, senior custodial workers, custodial workers, custodial worker/bus drivers, maintenance foremen, maintenance mechanics, maintenance mechanics II, groundsmen and cleaners, employed on a 10, 11, or 12 month basis.

SECTION 2a

The Ardsley Union Free School District, Town of Greenburgh, hereinafter referred to as the "Employer" or the "District", agrees that the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester Local #860, by the Ardsley Custodial Unit hereinafter referred to as the "CSEA", is the sole and exclusive bargaining representative for the employees described in Section 1 for the purpose of collective bargaining and adjusting grievances from the date of recognition of the Unit, and that the period of unchallenged representative status for the CSEA Unit shall be for the period of this contract.

SECTION 2b

For the purpose of this agreement, the words "he" and "she" shall be used interchangeably.

SECTION 3

The CSEA agrees that during the term of this agreement there shall be no strike or slowdown of work, or any other stoppage or interference, total or partial, with any work caused, carried on or permitted by the CSEA or any of the employees it represents.

SECTION 4 - DUES DEDUCTION

- a) The District agrees to deduct authorized dues from the wages of all regular employees who are represented by the Civil Service Employees Association, Inc., and agrees to remit same to CSEA, Inc., 143 Washington Avenue, Albany, New York, 12210. The deduction of Association annual dues is to be made in twenty-four (24) equal amounts, one each payday, as authorized by employees in writing.
- b) The District agrees to deduct CSEA Group Life and/or Accident and Health Insurance premiums from said employees and remit same as above.
- c) The District may allow representatives from Ter Bush and Powell and/or Travelers Insurance Company to canvass employees after working hours or during the lunch hour regarding participation in group insurance plans. Arrangements for such activities are to be made in advance wherever feasible, practicable and possible, and with the approval of the immediate supervisor, the Director of Facilities and Transportation and the Assistant Superintendent for Business, and shall not interfere with the regular work schedule for the employees.
- d) Agency Fee Deduction
 - 1) All employees covered by the recognition clause of this agreement and who choose not to join the union are required to pay an agency shop fee to the Union each pay period. Upon notification to the District by the Union, the District shall deduct such amounts each pay period from non-members paychecks and transmit such amounts so deducted to the Union.
 - 2) The Union shall create a fully legal refund procedure for agency fee payers who object to illegal expenditures, and shall otherwise deal with the funds and with agency fee payers in a lawful and proper manner. Failure to do so will obviate the District's obligation to deduct agency fee.

ARTICLE III **SALARIES**

SECTION 1

Effective July 1, 2007, each step of the salary schedule in effect shall reflect a three point two five percent (3.25%) increase.

Effective July 1, 2008, each step of the salary schedule in effect shall reflect a three point seven five percent (3.75%) increase.

Effective July 1, 2009, each step of the salary schedule in effect shall reflect a three point seven five percent (3.75%) increase.

Effective July 1, 2010, each step of the salary schedule in effect shall reflect a three point seven five percent (3.75%) increase

Increase Step 5 by an additional \$500.00 for 2007-2008-2009; Increase Step 5 by an additional \$300.00 for 2009-2010; Increase Step 5 by an additional \$250.00 for 2010-2011.

Salaries as described above shall be listed in Appendix A.

Each year employees shall move in equal installments to the maximum of their salary range within their title subject to the following:

Each annual increase shall be subject to recommendation as to performance by the Director of Facilities and Transportation and such recommendation may be withheld if a negative evaluation is filed.

Any employee who receives a negative evaluation has a right to object to such denial through the grievance and arbitration procedure as provided herein.

The District reserves the right to move an employee through the range in a period of time less than four (4) years.

SECTION 2 – LONGEVITY

<u>Year</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
5 years	\$ 500	\$550	\$600	\$650
10 years	900	950	1,000	1,050
15 years	1,300	1,350	1,400	1,450
20 years	1,700	1,750	1,800	1,850

It is understood that July 1 shall be the date for determining years of eligibility.

ARTICLE IV
OVERTIME

- a) Double time shall be paid for all work performed on a contract holiday.
- b) Double time shall be paid for the time worked between the hours of 12:00 midnight and 7:00 A.M. for employees not scheduled for work during those hours as part of their regular work week.
- c) A minimum of two (2) hours at the overtime rate (time-and-one-half) shall be paid for all call-ins. However, if an employee arrives within two (2) hours of his/her regularly scheduled work day, he/she shall be paid premium pay for the actual time worked.
- d) Any contract holiday falling during the week shall be considered as a day's work for that week.
- e) Time spent at required meetings called by the Administration shall be considered as part of the working day.
- f) Premium time (time-and-one-half) will be paid for weekend building checks for a minimum of two (2) hours a day.
- g) When overtime is required, it shall be rotated as nearly as possible and practical among qualified employees holding like job titles within the school building where the overtime is to be performed. When an employee refuses an overtime assignment, such a refusal will be

noted in the rotation of overtime as if the employee has accepted and worked the overtime assignment.

- h) Any employee assigned to work in a higher title shall be placed in the corresponding step of the higher title commencing with the date of said assignment.
- i) Effective July 1, 2004, all employees who are required to work on days when school is closed due to inclement weather, shall receive up to three (3) compensatory days off when school is closed.

These days must be taken when school is not in session.

ARTICLE V **WORKING CONDITIONS**

SECTION 1 - BASIC TOOLS

The employer will supply a reasonable amount of the basic tools for the maintenance workers.

SECTION 2 - USE OF BUILDINGS

Only specified rooms should be used after the close of the school day. The custodian on duty will submit a report to the Principal and the Director of Facilities and Transportation of any rooms or areas of the building that were misused by groups or organizations after such use.

SECTION 3a

Wherever feasible, possible and practicable, the head custodian of each building will be notified at least three (3) days in advance of any evening activity scheduled for the building.

SECTION 3b

Wherever feasible, possible and practicable, additional help will be supplied for such evening activities when the nature of the activity warrants such arrangements.

SECTION 4a

Wherever feasible, possible and practicable, bus drivers will be notified of special trips at least three (3) days in advance.

SECTION 4b

Nothing contained in Section 3a, 3b, 4a, or 4b shall be construed to prevent the personnel from being required to perform their responsibilities in spite of the fact that the deadline heretofore mentioned has not been made.

SECTION 5

As a general practice, no employee should be required to use his personal car for school business. However, should emergency conditions develop and an employee must use his personal car, the following guidelines must be adhered to:

- a) Permission to use personal car must be obtained from the Director of Facilities and Transportation.
- b) An employee who is required to use his personal car for school business with the approval of the Director of Facilities and Transportation will be compensated at the prevailing mileage rate as established by the Internal Revenue Service (IRS).

SECTION 6

Custodial personnel will be required to be present whenever any activities are scheduled in the school buildings.

ARTICLE VI **WORKDAY AND WORKWEEK**

SECTION 1

The workday is defined as eight (8) working hours per day.

SECTION 2

The workweek is defined as forty (40) working hours per week, Monday through Friday.

ARTICLE VII **VACATIONS**

SECTION 1

A full-time twelve month employee shall be granted a vacation absence with full pay for the number of days shown below:

- a) One (1) day of vacation for each completed month's employment after the first two months of employment, ending as of June 30 until one full school year of employment is completed, but not to exceed ten (10) days per school year. For example, an employee beginning by March 1, 1990, would get 0 days for March and April 1990, 1 day for May 1990 and 1 day for June 1990 and then 1 day as each month is worked from July 1990 through June 1991 (but not to exceed 10 days) when the first full school year of employment in the Ardsley schools would be completed.
- b) Ten (10) days vacation for employees with one (1) full year of service, ending as of June 30, but less than five (5) years of service in the Ardsley schools.
- c) Fifteen (15) days vacation for employees with five (5) years service, ending as of June 30, but less than ten (10) years of service in the Ardsley schools.

- d) Twenty (20) days vacation for employees with ten (10) or more years of service, ending as of June 30, in the Ardsley schools.
- e) Twenty five (25) days vacation for employees with twenty (20) or more years of service, ending as of June 30, in the Ardsley schools.

SECTION 2a

The Union recognizes that to provide and maintain adequate service to the public, the District must always be adequately staffed. In the establishment of vacation schedules, the District shall have the sole right to determine staffing needs. Accordingly, vacations shall be scheduled by the District, to the extent possible, in each work location based on the first choice of those with the greatest seniority in the work location.

SECTION 2b

An employee may request all or part of his vacation at any time with the approval of his immediate supervisor, Director of Facilities and Transportation, and the Assistant Superintendent for Business, and such approval shall not be unreasonably withheld. These vacation days, if granted, shall be taken during the periods when school is not in session.

Employees, upon ten (10) working days notice, shall be given their vacation pay in advance of their vacation provided said vacation is earned.

Upon administrative request and employee agreement, employees, with at least five (5) years of service, shall be eligible to sell back up to five (5) vacation days per year.

SECTION 2c

When a contract holiday falls during an employee's vacation, he shall receive an additional day added to his vacation time. Said additional day shall be taken when school is not in session.

SECTION 2d

Employees shall be allowed to carry-over up to one (1) day of their earned vacation to be used during the following fiscal year.

SECTION 3

Seniority within each building will be used to determine preference for vacation time.

ARTICLE VIII
HOLIDAYS

SECTION 1

Holidays with pay for the term of this agreement shall number a minimum of seventeen (17) for each year covered by this agreement. Three (3) of the minimum seventeen (17) holidays is a floating holiday for each employee. Such holiday shall be mutually agreed upon between the employee and the District.

It is understood that the floating holidays shall be taken when school is not in session.

SECTION 2

When a pay date falls on a contract holiday or contract holiday period, such check shall be paid on the last working date.

ARTICLE IX
RECIPROCAL RIGHTS

SECTION 1

The CSEA shall have the right to post notices relating to its affairs on bulletin boards designated by the District. Such facilities shall be located in or near the custodial quarters. One such bulletin board shall be available for each building for the aforementioned purpose.

SECTION 2

The designated Labor Relations Specialist shall have the right, upon prior notification to the District, to visit the facilities of the District for the purpose of adjusting grievances and administering the terms of this agreement.

SECTION 3

The elected delegate of the Unit shall be allowed up to four (4) days, with full pay, in each school year to attend the CSEA State Organization Conference. The District will require seven (7) days advance notice to attend this conference.

SECTION 4

The Union agrees to furnish each new employee and all present employees a copy of this agreement.

SECTION 5

The President of the Unit has the right to distribute CSEA membership packets to all new custodial employees provided that this procedure does not occur during any of the involved personnel's working hours.

ARTICLE X
PROMOTIONS

Whenever an opening occurs, all other circumstances and conditions being equal, the District will consider seniority a major consideration among qualified employees in filling positions.

This section shall be subject to all Civil Service Rules and Regulations.

ARTICLE XI
DISPUTE PROCEDURE

SECTION 1

It is the objective of the parties to encourage the prompt and informal resolution of disputes as they arise before employing the formal procedure.

SECTION 2a

A "grievance" shall mean a complaint by a grievant in the bargaining unit that there has been as to him a violation, misapplication or misinterpretation of the specific terms of this agreement.

SECTION 2b

A "grievant" is an employee or group of employees covered by this agreement.

SECTION 2c

A "day" shall mean a work day for the purposes of this article.

SECTION 3 - STEPS

a) Step 1

In the event that a grievance is not resolved informally, it shall be presented in writing to the Director of Facilities and Transportation. No written grievance will be entertained and will be deemed as waived unless it is forwarded at this Step (Step 1) within thirty (30) days after the employee knew or should have known of the act or condition on which the grievance is based.

Within five (5) days of the presentation of the written grievance, the Director of Facilities and Transportation shall render a written decision and present it to the employee and the CSEA.

b) Step 2

In the event that the grievance is not resolved at Step 1, the grievant may present his grievance in writing to the Superintendent within five (5) days after the date of receipt of the decision from Step 1. Within ten (10) days of the receipt of the appeal, the Superintendent or his designee shall rule on the grievance with a written decision to be given to the grievant and the CSEA.

c) Step 3a

In the event that the written decision given as a result of Step 2 is not satisfactory to the grievant, he may appeal the grievance he files in writing to the AAA or PERB for binding arbitration.

Step 3b

A request for binding arbitration must be made in writing within ten (10) days of the receipt of the decision at Step 2, and a copy of the request must be sent to the district.

SECTION 4

The Arbitrator shall limit his decision in writing strictly to the application and interpretation of the provisions of this agreement and shall be without power or authority to make any decisions:

- a) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of the agreement.
- b) Involving Board discretion or Board policy except as limited by the agreement.
- c) Limiting or interfering in any way with the powers, duties and responsibilities of the Board under its By-Laws, applicable law, and effect of law, except as modified by this agreement.

SECTION 5

The Arbitrator's fee and minutes of arbitration proceedings will be shared equally by the parties to the dispute. Each party will be responsible for the fee of its representatives at the arbitration.

SECTION 6 - MISCELLANEOUS

If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance shall be deemed to be discontinued and further appeal under this agreement will be barred.

ARTICLE XII
INSURANCE

SECTION 1

The District shall provide health insurance for all employees and dependents by participating in the Southern Westchester Health Insurance Consortium. Employees shall contribute towards health insurance at the following rates:

- 2007-2008 – 2% of the appropriate SWSCHP premiums
- 2008-2009 – 2.5% of the appropriate SWSCHP premiums
- 2009-2010 – 3% of the appropriate SWSCHP premiums
- 2010-2011 – 3% of the appropriate SWSCHP premiums

Staff hired after July 1, 2007 will contribute 4% of the health care premiums.

It is understood that, for those employees who opt for coverage in an offered Health Maintenance Organization (HMO) which exceeds the cost of coverage in the Consortium, the employee must pay the difference in addition to the employee contribution of \$120.00.

Eligible Unit Members may participate in the District's FLEX Spending Section 125 Plan adopted by the Ardsley Board of Education.

SECTION 2 - HEALTH INSURANCE BUYOUT

- a. At the employee's option, any employee may reduce medical insurance coverage for a full year by completing an appropriate form furnished by the District. Any employee changing from family to individual coverage or waiving family or individual coverage shall receive, as salary, the following buy-out rate:

Family	\$5,462
Two-Person	\$5,145
Single	\$2,438

These rates are frozen for the term of the contract.

- b. Employees electing to reduce their coverage must do so by February 1 with the provisions of this section taking effect on September 1. The District agrees to provide notification to all members of the bargaining unit of the February 1st notification date as well as the approximate amount of the benefit for the subsequent year no later than December 1st of the year preceding. Payment of the employee's share shall begin with the first half payment on October 15th and the second payment on April 15th. Full coverage may be reinstated by notifying the District in writing no later than April 1st. Reinstatement shall take place on September 1st.

- c. The District shall waive the April 1st notification if the employee's status changes drastically so as to cause severe hardship as a result of the employee's election to reduce coverage. Such circumstances are limited to death of a spouse, loss of a spouse's employment, or loss of spouse's insurance coverage. An applicable waiting period will apply.

SECTION 3

The District shall have the option and may elect to change health insurance carriers provided that the level of benefits is not diminished and further provided that any such change is subject to approval by the CSEA.

SECTION 4

Term Life Insurance is to be provided for each qualified employee in the amount of the average annual (school year) salary to the nearest thousand. All premiums shall be paid by the District.

SECTION 5

The Board shall pay the full premium towards the CSEA Employee Benefit Fund for purposes of providing Dutchess Family Dental coverage and Platinum 12 Family Optical Plan at the following rates:

	<u>Vision</u>	<u>Dental</u>	<u>Total</u>
2007-2008	\$246	\$1,024	\$1,270
2008-2009	253	1,060	1,313
2009-2010	270	1,113	1,383
2010-2011	300	1,175	1,475

ARTICLE XIII
TRANSFERS AND LAYOFFS

SECTION 1

In the event it becomes necessary to transfer an employee, every reasonable effort shall be made to discuss the transfer with the employee before it becomes effective. Seniority will be a major consideration in effecting transfers.

SECTION 2

Seniority shall be a prime consideration in the event of a layoff or a closing of any building within the District as it relates to non-competitive and labor class employees

SECTION 3

All non-competitive and labor class employees covered by this agreement shall be afforded the same rights as competitive class employees under Section 75 of the New York State Civil Service Law after the completion of one full year of service.

ARTICLE XIV

NEW YORK STATE EMPLOYEES' RETIREMENT SYSTEM

The District shall provide Section 75i (20 Year Career Plan) of the N.Y.S. Retirement and Social Security Law.

Eligibility for retirement allowance for all members will be age fifty-five (55) for Tier I members, and age sixty-two (62) for members of Tiers II, III or IV. However, where a member retires with twenty-five (25) or more years of service, basic guaranteed retirement allowance (including annuity purchased by member's age sixty (60) plan rate contributions on earnings before April 1, 1960) will be one-half of the final average salary for the twenty-five (25) years of service (25/50) plus 1/60 of final average salary for each year of service over twenty-five (25).

ARTICLE XV

LEAVES OF ABSENCE

SECTION 1 - APPROVED ABSENCES DEDUCTIBLE FROM CUMULATIVE SICK ALLOWANCE

a) During an employee's first year of employment in the District, he shall accumulate sick leave at the rate of one-and-one quarter (1 1/4) days per month for a total of fifteen (15) days. During the employee's subsequent years of employment in the District, he shall have fifteen days of sick leave per year at the beginning of each year in case of illness to himself.

Effective July 1, 2007, all employees after 10 years of service shall receive an additional three (3) sick days per year for a total of 18 days.

b) If any full-time ten (10) or twelve (12) month custodial employee exceeds his sick leave allowance during the first three (3) years of employment in Ardsley as a result of being hospitalized, he shall be granted up to five (5) additional days of non-cumulative sick leave

c) Full-time ten (10) month custodial employee benefits will be pro-rated and shall have available at the beginning of each school year thirteen (13) days for sick leave as defined in Section a) above.

d) Full-time ten (10) or twelve (12) month custodial employees may have unlimited accumulated unused sick days.

e) Employees are eligible to use the value of their cumulative sick leave days as whole or partial payment for major medical and health benefits at retirement from service, based on current insurance premium rates and Ardsley employee contribution rates.

Individual health insurance coverage shall continue for the surviving spouse of a retired employee who has died until the dollar value of the retired employee's accrued sick leave has been exhausted.

f) A doctor's certificate may be required after four (4) consecutive days of absence due to illness.

g) Death In The Immediate Family

A total of four (4) work days during the school year shall be allowed for death in the immediate family starting the day of or the day after death, not to include weekends. Immediate family is defined as spouse, child, parent, parent-in-law, sister or brother.

h) Sick Leave Bank

A sick leave bank will be established effective July 1, 1996 or as soon as practicable thereafter. The purpose of said sick leave bank will be to offer financial protection for those employees who suffer serious and long term illness or injury. The source of the sick days in such bank will be voluntary contributions of employees in the unit. Only employees who participate will be eligible to draw from the bank.

New employees, who become eligible during the life of this agreement and elect to participate in the sick leave bank must file a signed authorization statement with the District Office on or before October 1 of the year of eligibility.

An employee who elects to participate shall contribute two (2) days during his/her first year of participation.

In subsequent years, participants will contribute one (1) day when the number of days in the bank falls below forty (40) days. Days not used will be carried to the following year.

Only active members of the bank may withdraw days. A member may not withdraw days from the bank until his/her own accumulated sick leave is depleted. In any case, the participant must have been absent because of sickness for twenty (20) consecutive days prior to the commencement of sick leave bank benefits. In the event of a recurring illness, the sick leave bank committee may waive this twenty (20) day requirement.

A committee consisting of two (2) employees appointed by the CSEA President shall administer the bank. The committee shall establish procedures for applying and contributing days to the sick leave bank. Sick bank days will be granted or denied by the committee after review of the application.

The committee's decision shall be binding and not subject to the grievance procedures under this contract.

The participant must, upon request of the committee, submit to the committee suitable written verification of the participant's medical condition by his/her attending physician.

i) SICK LEAVE BONUS PROGRAM

Employees who utilize sick leave days as described below shall be eligible for the following:

No days taken during a fiscal year - \$500.00
One day taken during fiscal year - \$400.00
Two days taken during fiscal year - \$200.00

SECTION 2 - APPROVED ABSENCES DEDUCTED FOR CUMULATIVE ALLOWANCES

a) **Personal Leave**

Each full-time employee shall be allowed up to five (5) days to be used for personal business leave. Such leaves may be used where the attendance of the staff member is required for religious reasons, family business, family illness or death (of spouse, child, parent, parent-in-law, sister or brother), death of relative or friend, legal reasons, or emergencies, and cannot be done on any other day. The application of personal leave shall so state the reason for said absence such as, but not limited to the following examples: house closings (legal), taking wife to hospital (family).

All such absences must be approved at least three (3) days in advance by the Superintendent of Schools or his designee. Such notice may be dispensed with under the most unusual circumstances.

b) **Court or Government Agency Appearance**

An employee will be approved to appear before a court or government agency if the school district has instituted the action and the employee is a party or a witness to the action without being charged an absence. In all other cases where an employee is to appear as a witness or is not personally involved, days will be deducted from personal leave.

c) All unused personal days may be added to the employee's unlimited accumulated total of unused sick days.

SECTION 3 - APPROVED ABSENCES NOT DEDUCTIBLE FROM CUMULATIVE ABSENCES

a) Jury Duty

Upon receipt of a jury subpoena, an employee must notify the Superintendent within two (2) working days. Failure to do this releases the School Board from compensating the employee during the employee's leave. If a release is not obtained, then all compensation for jury duty, exclusive of necessary travel expenses, which should be paid in a separate check, shall be endorsed over to the District in consideration of the person receiving full compensation and benefits.

ARTICLE XVI
CONTRACTING OUT

The District shall meet for information purposes to discuss with the Union any contracting out of custodial services which will result in the loss of an employee's job. This will not, however, detract in any way from the District's rights to contract out services as it sees fit, provided such actions are neither arbitrary nor capricious.

ARTICLE XVII
RETIREMENT INCENTIVE

Employees covered by this agreement who are 55 years of age by August 31st of any given school year and who have not yet reached their 59th birthday by that date, may receive a retirement incentive. To do so, an employee must submit an irrevocable letter of resignation by December 1st during the school year in which he intends to resign. All resignations must be effective June 30th of any given school year. Each employee availing himself of this benefit may receive up to \$500 for each year of service to the Ardsley Union Free School District calculated to the date of resignation. The cost of the incentive payment shall be borne exclusively by each employee's accumulated sick leave bank, which shall reimburse the District for the cost of the incentive on a \$3 for \$2 basis. There must be sufficient funds in accumulated sick leave to fund the incentive; an employee may also elect an incentive less than the maximum for which he is eligible.

Payments for the retirement incentive shall be made to the individual employee by December 15th following the effective resignation date.

Employees with at least fifteen (15) years of service in the Ardsley School District who retire in the NYS Employees Retirement System (ERS) without penalty, shall receive Medicare Part B reimbursement of the annual premium cost, from the District, for themselves and their spouses, when either or both become Medicare eligible.

It is understood that any approved disability retirement would qualify for Medicare Part B premium reimbursement from the District.

ARTICLE XVIII
LABOR/MANAGEMENT COMMITTEE

There shall be established a labor/management committee consisting of representatives from each side who shall meet on a monthly basis to resolve items of concern.

ARTICLE XIX
SAVINGS CLAUSE

a) If any provision of this agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the CSEA.

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 effect.

ARTICLE XX
MISCELLANEOUS

1) 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.

2) The parties agree that they have had an opportunity to discuss all items before reaching this agreement, and that this agreement constitutes the full and complete agreement of the parties, and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written signed amendment to this agreement.

ARTICLE XXI
STIPENDS

The following stipends and amounts shall be provided as follows:

Effective July 1, 2006

1) . After Hours Coordinator - \$11,560.00

- 2). Transportation Coordinator -\$ 5,782.00
- 3). Maintenance Supervisor - \$11,560.00
- 4). Transportation Supervisor \$ 5,782.00
- 5). Snow Removal/On-Call - \$ 7,388.00

Effective July1, 2007, all Stipends shall increase at the following rates:

2007-2008 – 3.25%

2008-2009 – 3.75%

2009-2010 – 3.75%

2010-2011 – 3.75%

ARTICLE XXII
SPECIAL TUITION RATE


As a benefit to District employees, the Board of Education will allow full-time unit members to enroll their regular education students in the Ardsley School District for 50% of the current tuition rate for pupils in similar grades. Any additional cost to the District for special services must be borne completely by the parent/employee. The District reserves the right to reject a tuition student who does not fully comply with its requirements for school citizenship, etc.

ARTICLE XXIII
TERM OF AGREEMENT

This agreement will remain in force for a period of five (5) years, from July 1, 2007, through June 30, 2011 and for successive one (1) year periods thereafter unless specifically amended through authorized negotiations.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their duly authorized officers the day and year written below.

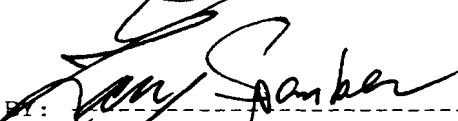
**ARDSLEY UNION FREE SCHOOL DISTRICT
TOWN OF GREENBURGH**

BY: 
Superintendent of Schools

BY: 
Assistant Superintendent for Business

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000
AFSCME, AFL-CIO, WESTCHESTER LOCAL #860, BY THE
ARDSLEY CUSTODIAL UNIT 9158**

BY: 
Unit President

BY: 
CSEA Staff Negotiator

DATED THIS: 27th day of November, 2007

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Appendix A
 Ardsley School District
 Custodial Unit Salary Schedules
 for the four (4) years 2007-2008 through 2010-2011

		July 1' 3.25	July 1' 3.75	July 1' 3.75	July 1' 3.75
A	Cleaner	2007-08	2008-09	2009-10	2010-11
	Step				
	1	34414	35705	37044	38433
	2	36717	38094	39523	41005
	3	39018	40481	41999	43574
	4	41327	42877	44485	46153
	5	44763	46942	49002	51090

		July 1' 3.25	July 1' 3.75	July 1' 3.75	July 1' 3.75
F	Head Cust Worker	2007-08	2008-09	2009-10	2010-11
	Step				
	1	42962	44573	46244	47978
	2	46176	47908	49705	51569
	3	49389	51241	53163	55157
	4	52604	54577	56624	58747
	5	58994	61706	64320	66982

		2007-08	2008-09	2009-10	2010-11
B	Custodial Worker				
	Step				
	1	36645	38019	39445	40924
	2	39555	41038	42577	44174
	3	42463	44055	45707	47421
	4	45373	47074	48839	50152
	5	49485	51841	54085	56363

		2007-08	2008-09	2009-10	2010-11
G	Head Cleaner/Driver				
	Step				
	1	41188	42733	44335	45998
	2	44096	45750	47466	49246
	3	47005	48768	50597	52494
	4	49914	51786	53728	55743
	5	54094	56623	59046	61510

		2007-08	2008-09	2009-10	2010-11
C	Senior Custodial Worker				
	Step				
	1	38544	39989	41489	43045
	2	41504	43060	44675	46350
	3	44465	46132	47862	49657
	4	47425	49203	51048	52962
	5	51622	54058	56385	58749

		2007-08	2008-09	2009-10	2010-11
H	Maint Mech/Bus Driver Worker				
	Step				
	1	46847	48604	50427	52318
	2	50280	52166	54122	56152
	3	51891	53837	55856	57951
	4	57138	59281	61504	63810
	5	61943	64766	67495	70276

		2007-08	2008-09	2009-10	2010-11
D	Maintenance Mechanic				
	Step				
	1	41257	43842	45486	47192
	2	44468	46136	47866	49661
	3	47682	49470	51325	53250
	4	50895	52804	54784	56838
	5	55392	57969	60443	62960

		2007-08	2008-09	2009-10	2010-11
I	Maintenance Mechanic				
	Step				
	1	56325	58437	60628	62902
	2	59759	62000	64325	66737
	3	63185	65554	68012	70562
	4	66616	69114	71706	74395
	5	71561	74745	77848	81017

		2007-08	2008-09	2009-10	2010-11
E	Mechanic II				
	Step				
	1	43114	44731	46408	48148
	2	46271	48006	49806	51674
	3	49426	51279	53202	55197
	4	52584	54556	56602	58725
	5	57045	59684	62222	64805