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AGREEMENT

between the

HARBORFIELDS CENTRAL SCHOOL
DISTRICT OF GREENLAWN

and the

UNITED PUBLIC SERVICE
EMPLOYEES UNION

******

JULY 1, 2008 through JUNE 30, 2011
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AGREEMENT made and entered into this 12TH day of January 2010 by and between the BOARD OF EDUCATION, HARBORFIELDS CENTRAL SCHOOL DISTRICT OF GREENLAWN, Greenlawn, New York (hereinafter termed the "District"), and the undersigned UNITED PUBLIC SERVICE EMPLOYEES UNION, 3555 Veterans Highway, Suite H, Ronkonkoma, New York 11779-3020 (hereinafter termed the "Union"); wherein it is mutually agreed as follows:

ARTICLE I- RECOGNITION AND UNION STATUS

The District recognizes the Union as the exclusive bargaining agent for all permanent full and part-time employees regularly working more than 20 hours per week in the following categories: Custodial, Maintenance, Groundsmen, and Security Guard, excluding Chief Custodians, Head Custodians, District Maintenance Leader, summer casual employees and Buildings & Grounds Worker/Facilities Supervisor. Permanent part-time employees covered by this Agreement, other than Security guards, shall receive the same health benefits as full-time employees, but no other insurance benefits. The terms and conditions of employment of security guards shall be as set forth in Article XXI.

ARTICLE II - DUES DEDUCTIONS AND AGENCY FEE

A. Dues

1. The District agrees to deduct from the salaries of unit employees dues for the Union as said employees individually and voluntarily authorize the District to deduct, and to transmit the monies so collected promptly to the Union. Employee
authorization shall be in writing on forms mutually approved by the District and the Union.

2. Deductions referred to above shall be made in the following manner:

   a) The Union shall certify to the District in writing its current rate of dues. Changes in the rate of membership dues shall become effective on the pay date next following the passage of thirty (30) days from receipt of notice from the Union.

   b) The total annual membership dues, certified as mentioned above, shall be deducted in ten (10) equal installments beginning with the second pay period in October, and thereafter in every other pay period.

   c) No later than thirty (30) days prior to the second scheduled pay date in October, the Union shall provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues, except for such employees whose original signed dues authorization cards were previously submitted to the District.

3. Additional authorizations, submitted after the schedule set forth in paragraph 2 (c) above, shall be honored and become effective on the pay date next following the passage of thirty (30) days after receipt by the District. Such dues shall then be deducted at the same rate and at the same time as the installment payments set forth in paragraph 2 (b).

4. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Union.
5. An employee may withdraw his authorization by written notice given to the District. The District shall promptly notify the Union upon receipt of any such notice. Said withdrawal shall become effective on the pay day next following the passage of thirty (30) days from the District's receipt of that notice.

B. **Agency Fee**

1. Subject to the provisions of law, each employee of the District performing unit work who is not a member of the Union will pay to the collective bargaining agent each month a service fee toward the administration of this Agreement and the representation of such employee in collection negotiations provided, however, that such employee shall have available to her/him membership in the Union.

2. Said service fee shall be certified to the District by the Union. The fee shall be apportioned for any part-time or limited employment.

3. The District shall deduct such fee in the same manner that membership dues are deducted. The Union shall supply the District with a list of names of non-members at least thirty (30) days prior to any regularly scheduled pay date; whereupon service fee deductions shall be made for the balance of that year.

4. The Union will adopt a refund procedure consistent with law.

C. If earnings are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.

D. The Union agrees to save and hold harmless the District from all loss, expenses, damages, costs, and attorney fees limited only to the attorneys provided by the Union that may accrue as a result of the aforesaid contract provisions by reason, of any actions or suits brought against the District.
ARTICLE III - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement and applicable law, the District retains full responsibility and sole right of management of the District, its business affairs and property, including, but without limitation, the right to supervise and direct the working forces; to plan, control, increase, decrease, transfer, or discontinue operations; to establish work and school schedules; to hire, and promote employees; to increase or decrease the working force; and to suspend, discharge, and discipline non-probationary employees for just cause.

ARTICLE IV - EMPLOYMENT, PROBATION AND SECURITY

A. The probationary period for all new employees shall be six (6) months computed from the first day of probationary employment. The probationary period for all promoted employees shall be six (6) months computed from the effective date of the promotion.

B. There shall be no discharge of non-probationary employees except for just cause; provided, however, that effective January 1, 1996, those employees who qualify for the protections of Section 75 of the Civil Service Law shall be subject exclusively to the protection of that law and may not invoke the arbitration provisions of this Agreement in addition.
ARTICLE V - WAGES

A. During the term of this Agreement, the wage schedule shall be increased across the board as follows:

Effective 7/1/08  3.00%
Effective 7/1/09  3.00%
Effective 7/1/10  3.00%

The wages for the term of this Agreement are set forth in Schedule "A" of this Agreement. The listing of a position in the schedule shall not signify that such a position exists.

B. There shall be an attendance bonus whereby any employee employed for a full fiscal year that has a record of absenteeism (exclusive of vacation and absences covered by the Family and Medical Leave Act) of fewer than four (4) days for the fiscal year, shall receive an attendance bonus of $100.

C. Within 60 days of the parties fully executing a successor Collectively Negotiated Agreement, the District shall pay each member of the unit a one time payment of $300.00. This one-time payment will not be added to the unit member’s base salary.

ARTICLE VI - WORKWEEK AND HOURS OF WORK

A. Except as set forth below in Section F, the workweek for all full-time employees (1st and 3rd shifts): Grounds and Maintenance, shall be five (5) days, Monday through Friday, eight (8) hours per day, forty (40) hours per week, excluding
one-half (1/2) hour per day for lunch. Employees may not leave their building except when authorized by their supervisor.

B. Except as set forth below in Section F, the workweek for all second shift employees shall be five (5) days, Monday through Friday, seven and one-half (7-1/2) hours per day, exclusive of a half (1/2) hour per day for lunch. Employees may not leave their building during their shift except when authorized by their supervisor.

C. All full-time employees shall be entitled to two (2) 10-minute coffee breaks during the course of the workday.

D. All part-time employees shall receive one (1) 10-minute coffee break during the course of the workday.

E. Evening employees who work past 10:00 p.m. will not be asked to report for work before 8:00 a.m. the next day, if school is not in session.

F. Effective February 6, 2005, the District shall have the option to change the regular workweek to Tuesday to Saturday for up to no more than two (2) new hires in the maintenance/grounds department. It is understood that the employee assigned to the Tuesday to Saturday workweek shall not receive overtime for her/his regular work on Saturday. The parties acknowledge that there may be a different hourly schedule for work on Saturday versus work on Tuesday to Friday, to be discussed with the Union. All other scheduling issues relating to the Tuesday to Saturday workweek shall be discussed with the Union.
ARTICLE VII - OVERTIME

A. All overtime work shall be computed on a weekly basis.

B. All overtime work performed Monday through Saturday shall be paid at the rate of time and one-half. When required to work beyond their normal 37.5 hour workweek, second shift employees will be paid at the time-and-one-half rate for all hours worked beyond 37.5 hours, calculated on a 40 hour-per-week pay rate.

C. All work performed on a Sunday, except for building checks, shall be paid at the rate of double time.

D. All overtime shall be rotated on a non-discriminatory basis within the building (custodians) or the department/craft (maintenance and groundsmen), provided, however, that this shall not apply to building checks and provided further that the employee is qualified to perform such work.

E. All overtime will be paid in the next subsequent pay period where possible.

F. A three (3) day notice of overtime will be given when reasonably possible.

G. Time worked in excess of eight (8) hours on a day where the initial eight (8) hours is paid for at the time and one-half shall be paid for at double time.

H. There shall be no pyramiding of overtime.

I. All overtime work will be authorized by the School District which does not guarantee that there shall be any.

J. All overtime performed on Saturdays, Sundays, except for building checks, shall be for a minimum of three (3) hours.

K. Effective with the second day of any assignment, unit employees who are assigned painting work traditionally done by subcontractors and/or specialists shall be
paid at the straight time grounds and maintenance rate for all hours spent performing such work.

L. Should the District exercise its right to establish the third shift (defined as an eight hour shift), the majority of which is after 11 p.m. and before 8 a.m.), all employees assigned to said shift shall receive a five (5%) percent differential for each hour worked.

M. All overtime, docking, separation, and retirement pay shall be based on a calculation that 1/240 of annual salary equals one day's pay for twelve (12) month employees.

ARTICLE VIII - CALL BACK PAY

A. Employees called back to work outside of their regular workday and where not previously scheduled shall be paid at the following rates:

   Monday through Friday - time and one-half
   Saturday - double time
   Sunday - double time and one-half

   Holidays (Article X) - time and one-half in addition to holiday pay

B. 1. **Snow Removal**: Snow removal shall be paid for at straight time provided, however, that the employee shall have the option to work his regular shift hours in addition to the snow removal time in which case all hours in excess of eight (8) shall be paid at time and one-half.

   2. In the event that a school is closed due to snow emergency, all custodial and maintenance staff members shall work a seven (7) hour shift and if required to work beyond the seven (7) hours, shall be paid at time and one half.
C. In case of call back, the employee shall receive compensation for a minimum of two (2) hours, and shall be required to perform only the work that requires the call back.

ARTICLE IX - SENIORITY, TRANSFERS, CLASSIFICATIONS & PROMOTIONS

A. Seniority

1. Seniority for all non-probationary unit employees shall be computed from the date of commencement of employment within the bargaining unit.

2. If layoffs become necessary, probationary and then part-time employees shall be laid off before any permanent full-time employees shall incur a reduction in straight time pay. If, after all probationary and part-time employees have been laid off and other reductions in work force are deemed necessary, the employer shall layoff in accordance with the principles of seniority; provided the retained employee can efficiently perform the required work. For the purpose of reduction in force, seniority shall be classification-wide, provided no employee shall have less seniority in the classification in which he was originally hired than his total District-wide seniority.

3. When recalls occur, employees will be recalled in the inverse order in they were laid off by the District sending a written notice to the employee by registered or certified mail, return receipt requested, or telegram requesting him to return to work. An employee shall be deemed to have waived his right to return to work unless he notified the District within one (1) week of his recall, of his intention to return and reports to work within two (2) weeks.

4. No new custodial employees may be hired until all custodial
employees laid off within the past year have been recalled pursuant to the above.

B. Transfers

5. Except for emergencies, a permanent employee shall not be involuntarily permanently transferred to another shift or from one building to another or from one department to another without prior notification to, and discussion with, the Union.

6. No such permanent transfers will be made for disciplinary purposes without the right of a meeting with the Superintendent of Schools or his designee within five (5) school days after a written request which shall be submitted immediately. Pending said meeting, any such transfer shall be deemed to be temporary.

C. Classifications and Classification Changes

1. The job classifications are as listed in Schedule "A" of this Agreement.

2. There shall be no combination job classifications unless herein provided.

3. Should the Board contemplate any change in classifications, such action shall not become final without prior notice and discussion with the Union.
D. **Promotions**

1. All job openings, permanent shift openings and promotions, in the bargaining unit, shall be posted and all employees in the District shall have the opportunity to apply for same. Seniority will be one of the criteria considered by the District in filling promotional vacancies within the unit. No persons outside the District may be considered for said openings and promotions until all unit employees applying for same have been considered. Whether or not unit employees have been considered may be processed through the grievance procedure, the sole question being whether the District's action was arbitrary or capricious.

2. For the purpose of promotions, in accordance with the above, seniority shall be computed on a unit-wide basis.

E. Any employee directed in writing to assume the full job duties and responsibilities of a higher paid classification, shall be paid at the higher classification rate at his present pay grade level.

**ARTICLE X - HOLIDAYS**

A. All full-time employees shall be guaranteed fourteen (14) paid holidays per year worked.

B. All employees required to work on a holiday shall receive time and one-half in addition to the regular holiday pay. Except for building checks, such employees shall be paid for a minimum of four (4) hours.

C. The holidays to be celebrated shall be posted on bulletin boards in a conspicuous place no later than June 1, of each year, where possible.

D. Should a holiday fall during an employee's vacation, the employee shall
receive another day's vacation.

E. The District shall give prior notice to employees who are required to work on a holiday, where possible.

ARTICLE XI - VACATIONS

A. All full-time, forty (40) and thirty-seven and one-half (37-1/2) hour employees hired prior to July 1, 1988, shall be compensated for vacations according to the following schedule:

One (1) completed school year but less than five (5) completed school years 2 weeks

Five (5) completed school years but less than ten (10) completed school years 3 weeks

Ten completed school years 4 weeks

Employees hired on or after July 1, 1988 shall be eligible to earn three (3) weeks of vacation after eight (8) completed school years. Such employees shall receive two (2) weeks and one (1) day of vacation upon six (6) completed school years; and two (2) weeks and two (2) days of vacation upon seven (7) completed school years.

B. Vacations shall be computed based on the length of employment (full years of service) on June 30. Employees in their first year of service who do not complete a full year of service as of June 30 shall receive a prorated amount of vacation leave. Similarly, employees with less than a full year of service in their final year of service shall receive a prorated amount of vacation leave.

Vacation days shall be valued at the rate of 1/240th of salary.
C. Vacations may be taken at any time by mutual consent and in accordance with seniority, provided it does not interfere with the operating schedule of the District. All vacation requests shall be submitted to the Principal in writing no less than one (1) week in advance of the requested day off, except in case of emergency. All vacation requests must be pre-approved in writing.

D. Any employee who voluntarily terminated his employment upon two (2) weeks advanced written notice shall receive the prorated portion of his unused vacation.

E. Vacation schedules will be posted no later than June 1 of each year, where possible. Employees must submit vacation requests no later than May 10 of each year.

F. The District may designate certain periods of the summer as vacation periods when certain offices and/or schools shall be closed. Employees affected by said designations shall have these periods of time charged as part of vacation time.

ARTICLE XII - PAID LEAVES

A. Sick Leaves

1. Effective July 1 each year, each full-time employee shall be credited with twelve (12) sick days' leave with full pay; provided, however, that sick leave shall be prorated for employees whose date of initial employment occurs after July 1. To the extent not used, sick leave credit shall be cumulative from year to year during the term of employment to a maximum of two hundred and twenty (220) days.
2. Except for night shift employees, employees who will be absent from work due to illness must notify their supervisor no later than two (2) hours prior to the start of their shift whenever possible. Night shift employees who will be absent due to illness must give at least three (3) hours notice prior to the start of their shift. The District may require a medical certificate from the employee's physician after three (3) consecutive days of absence. Failure to provide same within five (5) days of the request shall result in denial of sick leave for the days of absence.

3. In the event of a death in the immediate family, unit members may charge to their sick leave accumulation a total of five (5) days in any one (1) school year. Immediate family shall be defined as spouse, children, siblings, parents, or parents-in-law. Time off for the death of an immediate family member will not be counted by the district against the unit member for determining eligibility for the attendance bonus, or for determining the unit member's attendance rating on that unit member's end-of-year evaluation.

B. Personal Days

1. Employees shall be eligible to receive up to three (3) personal days off per year without loss of pay to meet obligations of a personal nature which cannot be met at times other than during a school day. Such personal leave days shall be prorated on a monthly basis for employees not employed on the active payroll as of July 1 for twelve (12) month employees, or September 1 for ten (10) month employees, in any contract year.

2. Days of a "Personal Nature" are for personal business and for personal obligations such as:
a) Legal matters including house closings, income tax hearings, adoption proceedings, court appearances, probating wills and the like.

b) Ceremonies such as family weddings, graduations and religious exercises.

c) Moving.

d) Emergency family accidents, doctor or hospital visits.

e) Funerals of relatives other than immediate family.

f) Any other purpose which the Superintendent may deem appropriate upon application of stating specific reasons.

Days of a personal nature may not be used for purposes of involvement for community affairs, for social causes or the like. Extension of holidays or vacations does not constitute personal reasons.

3. For any personal days to be granted, a request must be filed with the building principal and central office at least five (5) working days in advance on a form provided by the District. This notice may be waived in the event of an emergency at the discretion of the Superintendent or his designee.

All requests for personal days are subject to the approval of the central office and the employee’s supervisor.

4. In filing the District request form for personal leave, the unit member shall state the category of the personal business or personal obligation, such as "legal", "ceremonial", "moving", "emergency medical", "funeral", "religious".
5. Unused personal days shall be transferred to the unit member's accumulated sick leave account.

6. Except as explicitly provided herein to the contrary, the Superintendent shall continue to have the discretion to grant temporary leaves of absence without pay.

C. **Jury Duty**

Employees covered by this Agreement who are required to serve Petit Jury Duty shall receive their regular pay to a maximum of two (2) weeks.

Employees covered by this Agreement who are required to serve Grand Jury Duty shall receive their regular pay to a maximum of three (3) weeks.

An employee seeking jury pay from the District must transmit all jury pay "excluding mileage allowance from any and all other sources to the District. Employees shall notify the District on the first workday following their receipt of a notice to serve on jury duty.

**ARTICLE XIII - UNPAID LEAVES**

A. **Temporary leaves of Absence**

Any employee may make a written request for a leave of absence without pay for a period of time generally not to exceed one (1) year. Such leaves may be granted when there are special personal situations which fully involve the employee, but are not permanent in nature, or where special conditions or opportunities require specific time arrangements by the employee. All applications and requests for extension are subject
to the approval of the Superintendent and the Board of Education. All requests for a leave of absence shall be submitted not later than ninety (90) days prior to the commencement date of such leave. In the event of an emergency situation, this prior notice requirement may be waived by the Superintendent. The commencement and expiration date of any approved leave of absence shall be fixed by the Board of Education.

Any individual on leave will be responsible for the full payment of premiums or other obligations for fringe benefits to which he/she is entitled. The individual is not entitled to retirement credit, nor eligibility for coverage under the District's insurance benefit programs except for health insurance, which may be continued at full cost to the employee. The provisions of "Leaves of Absence With Pay" do not apply to any staff member while on leave of absence without pay. Not later than ninety (90) days prior to the expiration date of a leave of absence, the employee shall submit a letter to the Superintendent's office indicating his/her intention to return or announcing her/her resignation as an employee. The same ninety (90) day notice provision shall also apply to requests for extension of a leave of absence.

B. Maternity Leaves of Absence

Maternity leaves of absence shall be treated as other leaves under Section XIII A.
ARTICLE XIV - HEALTH INSURANCE AND OTHER BENEFITS

A. Health Insurance Contributions

1. Effective July 1, 2008 unit members will contribute 5% for individual health insurance coverage and 15% for “individual & dependent” health insurance coverage; effective July 1, 2009 unit members will contribute 10% for individual health insurance coverage and 15% for “individual & dependent” health insurance coverage; and effective July 1, 2010 unit members will contribute 10% for individual health insurance coverage and 15% for “individual & dependent” health insurance coverage.

2. Employees who are eligible for health insurance, who have other coverage or whose eligible dependents have other coverage, and who voluntarily decline coverage by the District for one (1) year shall be eligible for a declination bonus of One Thousand ($1,000) Dollars (effective 7/1/08) and One Thousand Three Hundred ($1,300) Dollars (effective 7/1/09) through the employer's cafeteria benefits plan on the anniversary date of such declination. IRS Rules, as well as the rules and plan year of the Cafeteria Plan, and the rules of the health insurance plan, shall govern eligibility for and receipt of the declination bonus, and employees' eligibility to re-enroll in the District's health plan.

3. In the event a change in carrier is agreed to by the teachers' bargaining unit, provided, however that the District shall give to this union the same number of prior days' notice of change as is given to the union representing the teachers. In the event that an increase in employee contributions toward health insurance is agreed to by the teachers' bargaining unit, this contract shall be reopened for the sole purpose of negotiations concerning an increase in employee contributions.
B. **Physical Examinations**

At the time of initial employment and at such other times as the District may require, the employee shall receive a complete physical examination (including X-rays) and submit the results of such examination to the Superintendent of Schools on a form provided by the District. The examination will be performed by a school physician at District expense or the employee's doctor at the employee's expense.

C. **Life Insurance**

The District will provide full-time unit members of the staff with a fully paid life insurance policy in the sum of $15,000. Unit employees shall have the option to purchase additional group life insurance of $15,000; provided, however, that such purchase shall be subject to all prerequisites, rules and regulations of the District's insurance carrier. Effective July 1, 2009, the District will provide full-time unit members of the staff with a fully paid life insurance policy in the sum of $25,000.

D. **Retired Staff**

The District shall continue to pay the premiums for the health insurance benefits of those members of the custodial staff, who have completed ten (10) years of service, that retire. With respect to employees hired on or after January 1, 1996, the District's contribution for health insurance for retirees shall be:

- 70% of the district's contractual contribution for unit employees for those with ten (10) or more years of District service upon retirement.

- 80% of the district's contractual contribution for unit employees for those with fifteen (15) or more years of District service upon retirement.
100% of the district’s contractual contribution for unit employees for those with twenty (20) or more years of District service upon retirement but in no event less than the statutory minimum rate.

E. Dental and Optical Insurance

During the life of this contract, the District shall contribute eighty (80%) percent of the individual or family rate per participating unit member towards premiums to maintain the current dental insurance plan.

Those electing to participate shall authorize the District to make the necessary deductions from their payroll checks. These deductions, if any, will be determined at the time of the adoption of the particular plan and will be spread evenly during the course of the remaining contract year.

The District will provide optical insurance coverage as provided to the teacher bargaining unit, at the following contribution levels:

- 100% of individual premium
- 90% of individual plus dependents’ premium

F. Long Term Disability

The District shall implement a Long Term Disability Insurance Plan, for which the District's contribution shall be no more than $125 per employee per annum.

Effective July 1, 2009, increase the District’s contribution on behalf of the employee for Long Term Disability Insurance from $125 per year per employee to $150 per year per employee.
To be eligible for this benefit, the unit member must work a regular work schedule of at least 30 hours per week.

G. Catastrophic Illness

Unit members who have completed three (3) years of service in the District shall be entitled to catastrophic illness benefits as follows:

1. The catastrophic illness period is defined as 0.8 times the maximum sick leave the particular unit member could have accumulated during his years of service to the District, (N).

2. This provision covers only continuous days of absence due to an illness or injury.

3. The Board reserves the right to require a doctor's certification from the unit member as to the nature of the illness, the reasons for the necessary absence and a prognosis for future service. The Board also reserves the right to require a unit member to submit to a complete medical examination by a doctor of its choice at its expense.

4. Prior to the expiration of the catastrophic illness period, the unit member shall be compensated for only that number of consecutive days of absence equaling accumulated sick leave.

5. After the expiration of the catastrophic illness period, the unit member shall be further compensated for that number of consecutive days of absence equaling (N) or his accumulated sick leave prior to the catastrophic illness, whichever is the lesser.
6. In no event shall a unit member be entitled to any sick leave accumulation (12/10 days) for a school year in which the unit member has not actually rendered service; nor shall any such sick leave accumulation (12/10 days) be included in any formulation under this Article.

7. The Board and the Union will review the current plan's application to particular cases where extreme hardship is in evidence.

H. Cafeteria Plan

The District's cafeteria plan shall be made available to the bargaining unit. The Union expressly waives the right to bargain over the rules, finances, governance, offerings, or any other aspects of or changes to the plan, or effects thereof.

ARTICLE XV - RETIREMENT

A. The Board of Education will continue to make contributions necessary for the existing retirement program under Section 75-i of the New York State Employees Retirement System Pension Fund.

B. Employees who retire with one hundred twenty (120) days' notice shall receive payment for unused sick days, up to a maximum of two hundred (200), at a rate of one day's pay for each three (3) days of unused sick leave for the first one hundred fifty (150) days accumulated, and at a rate of one day's pay for each two (2) days of unused sick leave above one hundred fifty (150) days accumulated to the maximum of two hundred (200) days. The notice requirement may be waived in the District's discretion in cases of medical emergency. An employee who retires with less than six
(6) months' employment in his final fiscal year shall receive prorated sick leave for that year.

C. A sick leave day shall be valued at $1/240^{th}$ of salary for the purpose of payouts.

ARTICLE XV I- WORKERS' COMPENSATION DIFFERENTIAL PAYMENTS

An employee sustaining physical injuries, within the scope of his employment, shall continue to be paid by the District his full salary for the duration of his sick leave, which shall be charged for such absence. Upon the final adjudication of the employee's workers' compensation claim, upon reimbursement to the District, the District will reinstate the employee's sick leave, based on the dollar cost of each day's sick leave, to the extent of such reimbursement.

ARTICLE XVII - GENERAL CLAUSES

A. Special Tools

The District agrees to maintain, supply and replace all special tools and equipment to employees deemed necessary by the District for the performance of their duties as required.

B. Personal Vehicles

No employee of the District shall be required to use his own personal vehicle in the performance of his duties. However, unit members who have been authorized to use district vehicles may be required to drive such district vehicles to and from their residence and work. Unit members authorized to drive district vehicles are only
permitted to use such vehicles for business purposes and will be issued a 1099 form each year for such use.

C. **Sanitary Arrangements**

The District agrees to supply soap, towels and washing facilities for all its employees and further agrees to provide a secure area where possible, for storage of employees' personal articles, provided the District has no responsibility for personal articles.

D. **First-Aid Kits**

The District shall maintain, readily accessible, a complete first-aid kit in each school building and in the grounds department.

E. **Union Meetings**

The District shall, upon written application on forms provided by the District, provide space within the schools for Union meetings at times which will cause no disruption to District operations.

F. **Bulletin Boards**

The District shall provide bulletin boards in each school and in the grounds department for the use of the Union.

G. **Military Service**

Both parties agree that all statutes and valid regulations relative to the reinstatement and employment of veterans shall be observed with the same force and effect as if written into this Agreement.
H. Uniform

Should the District, in its sole discretion, require unit employees to wear uniforms, such uniforms shall be supplied by the District and replaced where reasonably appropriate. The District shall provide adequate rain gear for each building, as determined by the District Maintenance Leader.

I. Fingerprinting

All unit members who were employed by the District prior to the passage of the SAVE legislation in July of 2001 will be required to undergo fingerprinting at the District's expense within two months of the full ratification of this contract.

ARTICLE XVIII - VISITATION

A. The Union, through its representatives, shall have the right to visit the working areas of the schools in the District where employees covered by the Agreement are assigned during normal working hours of such employees; however, there shall be no interruption of service.

B. The Union shall, prior to visiting the District, notify the Assistant Superintendent of Human Resources and advise him or her of the building he will be visiting.

C. Normal visiting procedure in school buildings will be observed.

ARTICLE XIX - SHOP STEWARDS

The shop steward designated by the Union, in writing to the District, shall be permitted on reasonable prior request to his supervisor, which shall not be
unreasonably withheld, to investigate and process grievances, or to provide new employees with union forms, or to attend union disciplinary or grievance meetings with management, when this cannot be accomplished outside of working hours.

ARTICLE XX - GRIEVANCE PROCEDURE

Step 1

A grievance shall be defined as a claim by an employee that, during the term of this Agreement as defined in Article XXII, there has been a violation of this Agreement with respect to him or her. Any grievance must be submitted within five (5) working days of the event complained of. It shall be signed by the aggrieved employee and shall recite the events giving rise to the grievance, the date the violation allegedly occurred, and state the section of the Agreement claimed to have been violated. It shall be submitted to the Building Principal in the case of building staff and to the Supervisor of Buildings and Grounds in the case of grounds' staff. The Principal or Supervisor, as the case may be, shall answer same in writing within five (5) working days of its submission. The written grievance shall be signed by the affected employee and a union representative (who may be shop steward).

Step 2

In the event the grievance is not satisfactorily adjusted at Step 1, the Union may within five (5) working days from the date of the employee's receipt of the written answer, submit a written appeal to the Superintendent of Schools, who shall respond in writing within five (5) school days of its receipt.
Step 3

In the event that the grievance is not satisfactorily adjusted at Step 2, the Union may submit same to arbitration in accordance with the following provisions:

A. The arbitrator shall have no jurisdiction to consider: (1) any question not directly related to the interpretation of explicit provision(s) of the Agreement; (2) any grievance based on an event which occurred more than five (5) months prior to the written grievance or which was not submitted to arbitration within thirty (30) working days of the written grievance.

B. The arbitrator shall be chosen by the parties in each separate case pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. He shall strictly conform to the provisions of this Agreement, shall decide only the grievance adjudicated, and shall not render any decision modifying, amending or adding to the Agreement. His decision shall be advisory only.

ARTICLE XXI - SECURITY GUARDS

A. Notwithstanding any other provision of this Agreement, the following terms and conditions of employment shall apply to security guards in the bargaining unit.

1. **Wages:** Security guards shall receive the same base wage increase as other employees. Therefore, their wages shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Effective 7/1/08</th>
<th>Effective 7/1/09</th>
<th>Effective 7/1/10</th>
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<tbody>
<tr>
<td>Hiring Rate</td>
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<td>18.94</td>
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<tr>
<td>After One Year</td>
<td>19.20</td>
<td>19.78</td>
<td>20.37</td>
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</table>
Longevity pay and Schedule A shall not apply to such employees.

2. **Long Term Disability**: Security guards shall be eligible for coverage under the Long Term Disability plan referred to in Article XIV Section F. The District shall make the same contribution towards coverage as it does for other unit employees of this unit. To be eligible for this benefit the employee must work a regular schedule of at least 30 hours per week.

3. **Vacancies**: Security guards in the bargaining unit shall be given first consideration for any custodian vacancies in the bargaining unit. This shall not be construed to require the District to hire a security guard for a custodial vacancy or to give preference to security guards over other employees in the bargaining unit, but shall require the District to interview.

4. **Emergence Closing**: In the event of a school closing due to an emergency or inclement weather on a regularly scheduled workday for the security guard, the security guard shall receive his/her normal salary for that day.

5. **Other**: Only the following enumerated provisions of this Agreement, shall apply to security guards: Articles I, II, III, XIII, XIV, C, XVII, XVIII, XIX, XX, XXI, XXII, XIII and XXIV.

6. Security Guards shall receive two (2) sick days and one (1) personal day annually, effective July 1, 2009.
ARTICLE XXII - EMPLOYEE MEALS

Bargaining unit members are now required to pay for meals supplied by the school cafeteria, thus ending any past practice that permitted custodial unit members to obtain a free breakfast and lunch.

ARTICLE XXIII - TERMS OF AGREEMENT

The terms of this Agreement shall be three (3) years commencing July 1, 2008 through June 30, 2011. The parties agree to meet on or about January 15, 2011 to commence negotiations for the terms and conditions of the Contract to be effective July 1, 2011.

ARTICLE XXIV - TAYLOR LAW 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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first written above.

UNITED PUBLIC SERVICE EMPLOYEES UNION

BOARD OF EDUCATION
HARBORFIELDS CENTRAL SCHOOL DISTRICT

By
President

By
Superintendent of Schools

By
Director of Organizing
WAGES

<table>
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<tr>
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<tr>
<td>Custodian (CW I)</td>
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</tr>
</tbody>
</table>

Longevity pay for all employees is as follows:

Total upon 10 full years of continuous service in district $1,000
Total upon 15 full years of continuous service in district $1,250
Total upon 20 full years of continuous service in district $1,500

Longevity pay shall be subject to the approval of the Superintendent of Schools.

All employees new to the bargaining unit shall be hired at a rate of three thousand dollars ($3,000) below the listed job rate.

Upon completion of twelve (12) months of employment, such employee shall be paid at two thousand ($2,000) dollars below the listed job rate; upon completion of thirty (30) months of employment, such employee shall be paid at one thousand ($1,000) dollars below the listed job rate; upon completion of forty-eight (48) months of employment, such employee shall be paid at the listed job rate. Increases in pay referred to in the present paragraph are due on the employee’s anniversary date.