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Contract Database Metadata Elements

Title: Valley Central School District and Valley Central School Unit, CSEA Local 1000, AFSCME, AFL-CIO, Orange County Local 836 (2006)

Employer Name: Valley Central School District

Union: Valley Central School Unit, CSEA, AFSCME, AFL-CIO

Local: Orange County Local 836, 1000

Effective Date: 07/01/06

Expiration Date: 06/30/10

PERB ID Number: 6376

Unit Size: 51

Number of Pages: 22

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VALLEY CENTRAL SCHOOL DISTRICT

WORKING AGREEMENT

BY AND BETWEEN

THE VALLEY CENTRAL SCHOOL DISTRICT

Montgomery, New York

AND

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

July 1, 2006

Through

June 30, 2010

RECEIVED
NYS PUBLIC EMPLOYMENT RELATIONS BOARD
DEC 1 1 2009
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<td>XXIII</td>
<td>ATTENDANCE INCENTIVE</td>
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AGREEMENT: The Public Employees' Fair Employment Act, the other provisions of the Civil Service Law and the Local Laws of the Board of Education of the Valley Central School District No. 1, hereinafter known as the employer, which are consistent with said Act and The Civil Service Law will govern the terms of this Agreement.

ARTICLE I - RECOGNITION

The Valley Central School District hereinafter referred to as the employer recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the certified union by the Valley Central School Unit, Orange County Local 836, as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for all custodial and maintenance employees for the maximum period permitted by law.

ARTICLE II - DEDUCTIONS FROM WAGES

The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. The Civil Service Employees Association, Inc. will hold the Board harmless to any claim, fees or liability related to agency shop payments or deductions.

The employer shall deduct from the wages of the employees and remit to CSEA, Inc., regular membership dues for those employees who signed authorizations permitting such payroll deduction; also accident and health and/or life insurance. Unit members shall be entitled to have one deduction for CSEA sponsored group insurance. Unit members may opt to receive this benefit one time each calendar year. The CSEA holds the District harmless for any liability arising out of the deduction and transmittal of the monies set forth herein and indemnifies the District for any and all costs arising out of any claims made against the District on account of its performance in accordance herewith.

ARTICLE III - NO STRIKE CLAUSE

The Valley Central Unit of the Orange County Chapter CSEA, Inc., affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike.
ARTICLE IV - PAST PRACTICE

All existing rules, regulations, practices, benefits, and general working conditions previously granted and allowed by the employer, unless specifically excluded by this agreement, shall remain in full force and effect during the life of this agreement.

ARTICLE V - CONFORMITY TO LAW

If any provision of this agreement is or shall at any time be contrary to the Law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by Law, and any subsequent action shall be subject to negotiation. 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 VI - HOURS OF EMPLOYMENT

A. WORK DAY AND WEEK: The normal workday shall be eight (8) hours per day and five (5) days per week. Hours of work shall be assigned per individual schedule, and days of work shall be assigned according to the needs of the School District and by consent of the individual and the Administration. The District reserves the right to assign overtime to all unit members.

B. OVERTIME: Overtime for all phases of work shall be compensated at the time-and-a-half rate. Overtime pay shall be recommended by the Principal and/or Superintendent of Buildings and Grounds.

C. BUILDING CHECKS: Employees performing building checks shall be paid time and one half for each check. The length of the check will depend on the needs of the building as determined by the school principal.

D. OUT OF TITLE PAY: An employee performing work in a higher job classification for a minimum of ten (10) consecutive work days shall be compensated at the higher rate of pay retroactive to the first day of new duties.

E. CALL IN PAY: Employees called into work more than two hours prior to their shift shall receive a minimum of two hours pay at the applicable overtime rate. This section shall not apply to regularly scheduled building checks.
ARTICLE VII - SALARY

A. Salaries shall be increased by 3.5% in the first year of this agreement, 3.5% in the second year of the agreement and 3.5% in the third year of the agreement and 3.5% in the fourth year of the agreement plus increment. Step advancement shall be made annually. Salary Schedule is attached.

B. In addition, the following stipends shall be paid:

1. High School Head Custodian: $2,250 per annum
2. Middle School Head Custodian: $1,250 per annum
3. Grounds Supervisor: $750 per annum
4. High School Night-Time Supervisor: $1,000 per annum
5. Middle School Night Supervisor - $750 per annum
6. Water Treatment Operator - $1,250 per annum

C. The District shall provide a $1,000 annual stipend to the unit member who is assigned to the duties as the coordinator of snow removal and who performs supervisory duties in the grounds department (in the absence of the Superintendent of Buildings and Grounds). The District reserves the right to assign this work to a nonunit member. This amount shall not be subject to future negotiations, meditations or factfindings.

ARTICLE VIII - LONGEVITY

Employees with 15 or more years of service in the District and on top step of their respective salary schedule shall receive a longevity payment of 1.5% over the top step salary. Employees with 20 or more years of service in the District and on top step of their respective salary schedule shall receive a longevity payment of 2.0% over the top step salary. Employees with 25 or more years of service in the District and on top step of their respective salary schedule shall receive a longevity payment of 2.5% over the top step salary. Effective July 1, 2007: Employees with 15 or more years of service in the District and on top step of their respective salary schedule shall receive a longevity payment of 2.5% over the top step salary. Employees with 20 or more years of service in the District and on top step of their respective salary schedule shall receive a longevity payment of 3.0% over the top step salary. Employees with 25 or more years of service in the District and on top step of their respective salary schedule shall receive a longevity payment of 3.5% over the top step salary. Employees with 30 or more years of service in the District and on top step of their respective salary schedule shall receive a longevity payment of 4.0% over the top step salary.

Longevity shall not be cumulative.
ARTICLE IX - SICK LEAVE

A. A full-time employee who has completed the probationary period is allowed fifteen (15) days of paid sick leave per annum for personal illness. The unused portion thereof shall be accumulative up to a maximum of 200 days. The first 165 accumulated sick days shall be applied to the Employees Retirement System under option 41J of that system. Employees providing proper notice of retirement who have accumulated at least 165 sick days will be paid $60.00 for each day above 165 days up to a maximum of 200 days. Therefore, no employee may be reimbursed for more than 35 days.

B. Upon giving proper notice of retirement, an additional $1000 in salary shall be paid to any announced retiree who has completed at least ten years of service in the District. Under normal circumstances at least six months' notice of retirement will be given by retiring employees.

C. The Board of Education reserves the right to ask for a doctor's note at any time. However, the filing of a doctor's note with the Central Office after five (5) days of continuous absence or absence before or after a holiday or vacation day shall be automatic.

ARTICLE X - SICK LEAVE DONATION PROGRAM

In an attempt to alleviate the financial burdens associated with serious illness, the District, agrees to adopt during the term of this contract only, a sick leave donation program for unit members.

A. Eligibility

A unit member is eligible for the benefits of this article provided he/she:

1. suffers a catastrophic illness requiring extended hospitalization and/or home care; and
2. has accumulated at least sixty days of sick leave prior to the date of his/her leave.

Eligible unit members may receive no more than sixty donated leave days during the life of this agreement. The District is entitled to obtain copies of any medical records to determine eligibility for such leave.

B. Leave Donations

1. In order to donate days, a unit member must have accrued a minimum of sixty leave days prior to the date such days are being donated.
2. Unit members may not donate more than five days of their accumulated sick leave during each school year.
C. Notwithstanding the foregoing provisions, the Superintendent of Schools or his designee may allow unit members to donate additional days or receive additional days. This decision may be in the sole nongrievable discretion of the Superintendent of his designee.

D. Notwithstanding the Triborough law, this provision shall expire at the end of this agreement.

ARTICLE XI - CRITICAL ILLNESS IN THE FAMILY

An employee is allowed a maximum of three (3) days' absence per annum for critical illness in the family. For purposes of this provision, the family shall be defined as a mother, father, sister, brother, or children living outside the household of the employee; or a member of the family living within the household of the employee. Critical illness shall be determined by the family physician, in consultation, if and whenever necessary, with the school physician. The District shall have the right to ask for any reasonable medical records or notes to substantiate the leave request.

ARTICLE XII - DEATH IN THE FAMILY

An employee shall be granted three (3) days of absence with pay in the event of death in the family. For purposes of this provision "family" shall be defined as mother, father, sister, brother, or children, mother-in-law, father-in-law or a member of the family living within the household. One day of absence with pay shall be granted to an employee in the event of death of a member of his family outside the relationships defined above. The Superintendent or his designee will use discretionary judgment in granting a maximum of an additional two (2) days in cases where time and distance require such an extension for purpose of attending a funeral.

ARTICLE XIII - PERSONAL BUSINESS

Three days per year may be granted at the discretion of the Superintendent or his designee for personal business which cannot be conducted on other than a school or working day during normal work hours. Except in the case of emergencies, the request for a personal day shall be submitted in writing to the employee's building principal at least two (2) days in advance. An employee need not state the reason for the use of one personal day during the course of the year. Personal leave shall not be granted for such things as recreational pursuits, economic gains, other employment, political matters, etc. If it is subsequently determined that an employee has abused the personal day privilege, such absence shall result in appropriate salary deduction. Except under the most unusual circumstances, personal business days will not be granted on the days immediately prior to or immediately following a vacation period. Unused personal leave days shall be added to the employee's sick leave accumulations.
ARTICLE XIV - HOLIDAYS

The following shall be paid holidays for 12-month employees whenever they fall during the workweek, provided school is not in session:

- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Friday following Thanksgiving
- Washington's Birthday
- Good Friday
- Memorial Day
- Christmas Day
- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday

In addition, 12-month employees shall be entitled to a paid holiday on the last working day before the Christmas and New Year's holidays, provided there is no school on those days and the employees are not needed for snow removal. On those occasions where school is in session on the foregoing holidays, an alternative day selected by the District shall be celebrated as the holiday. Employees shall be entitled to receive four paid holidays during the Christmas - New Year's period. The designation of these four holidays shall be at the sole discretion of the District and may vary among unit members, i.e., some unit members may have different days designated as holidays from others. Employees required to work a holiday shall be paid time and one-half for all hours worked and receive another day off.

ARTICLE XV - VACATION

All persons employed full-time on a 12-month basis shall be eligible for two weeks of vacation per year following completion of one full year of full-time employment. A full year of employment shall be construed as employment covering fifty-two weeks per annum. If an employee has worked full time for less than one full year, his vacation entitlement shall be prorated at the rate of one day for every five full weeks of employment. All vacation time is to be used between July 1 and August 31 of the school year in progress. No vacations shall be permitted during the week prior to the start of the school year. Exceptions may be made only at the discretion of the Superintendent of Schools. All vacation requests are to be forwarded to the School Business Administrator by May 1 of each year.

A. Schedule

- After 1-5 yrs 2 weeks
- After 6 yrs. 3 weeks
- After 12 yrs. 4 weeks
An employee who leaves prior to completion of the school year will be entitled to a pro rata share of his/her vacation time.

B. Seniority shall be a factor in determining vacation preference.

ARTICLE XVI - INSURANCE

A. Hospitalization

A.1. The District will bear the entire cost of individual and dependent coverage under the Orange-Ulster Schools Plan for any full time employee hired before November 1, 1996 who elects to participate therein. Employees hired after November 1, 1996 shall contribute 15% towards the cost of family health insurance premiums and 10% towards the cost of the individual premium. Effective July 1, 2007 the foregoing contribution rates shall be modified so that all employees shall contribute 7% towards the cost of family and/or individual health insurance premiums.

Full time employees shall be those employees who work a minimum of 30 hours per week throughout the calendar year. Employees working less than 30 hours per week hired after July 1, 1993 shall not be eligible for any District contribution towards health insurance.

2. Employees who decide not to participate for the six month period beginning January 1 and/or July 1 shall receive one lump sum payment in the amount of $900 per six-month period. To be eligible for this provision employees must notify the District in writing at least 30 days before the respective six-month period of their intention to waive health insurance coverage. Employees must also demonstrate that they have alternate health insurance coverage. Employees can re-enter at any time during any fiscal year, with the understanding they show that their existing comparable health insurance coverage has been canceled.

B.1 Employees appointed after July 1, 1993 shall not be eligible for the benefits provided for in paragraph A.1 at any time that their spouse is eligible for comparable coverage. Such employees will automatically receive the benefits of paragraph A.2. If the employee's spouse should no longer be eligible for comparable coverage,
the employee shall be entitled to health insurance coverage in accordance with paragraph A.1. It is the intention of the parties in administering this provision to relieve the District of unnecessary insurance costs, not to preclude an individual or his or her dependents from health insurance coverage. Employees denied the benefits provided for in paragraph A.1. by operation of this provision shall have the right to institute the coverage provided for in paragraph A.1. not more than thirty (30) days prior to retirement. Disputes concerning the comparability of a particular plan may be initiated at Step 2 of the grievance procedure. The District shall notify the CSEA when coverage is denied on the basis of comparability.

2. Employees who are covered by insurance provided by the District for another family member must waive their entitlement to the provisions of paragraph A.1 as long as they are covered by such insurance. Employees denied the benefits in paragraph A.1. by operation of this provision shall have the right to institute the coverage provided for in paragraph A.1. not more than thirty (30) days prior to retirement if necessary to maintain continuing coverage afforded to eligible retirees.

B. DENTAL PLAN: The District shall pay the following composite rates for the Horizon Dental Plan: Effective the first month following ratification of this agreement by both parties, the District shall pay up to $51.12 per month. Effective July 1, 2007 the District shall make monthly contributions not to exceed $57.25 per month. The composite rates for the Horizon Dental Plan effective July 1, 2008 and July 1, 2009 shall be subject to negotiation by the parties.

C. OPTICAL PLAN: The District shall pay the composite rate for the CSEA Silver optical plan. Effective the first month following ratification of this agreement by both parties, the District shall pay up to $16.55 per month. Effective July 1, 2007, the District shall pay up to $16.96 per month. The composite rates for the Silver optical plan effective July 1, 2008 and July 1, 2009 shall be subject to negotiation by the parties.

D. Employees who work less than twenty hours per week shall not be entitled to the benefits of this section. Employees who work twenty or more hours but less than forty hours per week shall have a pro rata contribution made on their behalf by the District toward the maintenance of hospitalization and/or dental insurance if the employee elects to participate in either or both insurance plans. Such pro rata contribution shall be based on a percentage determined by a fraction in which the numerator is the number of hours worked annually by the employee and the denominator is 2080.
ARTICLE XVII - RETIREMENT

The Non-Contributory Retirement Plan described as Section 75-G plus options 4lj and 60d shall be available to all qualified employees. The District shall make available to eligible unit members the retirement plan described as Section 75-i. This shall become effective no later than June 30, 2000.

ARTICLE XVIII - TAX-SHELTERED ANNUITIES PLAN

Participation by all employees who wish to avail themselves of the plan is hereby granted.

ARTICLE XIX - DISMISSAL AND APPOINTMENTS

Only employees with two and one half years of service in the District (regardless of title) shall be afforded the protection of Sections 75, 76 and 77 of the Civil Service Law as it relates to removal and/or suspension.

ARTICLE XX - MILEAGE REIMBURSEMENT

Employees required to use their own private vehicle at the direction of the District in the performance of their work for the District shall be reimbursed for mileage at the mileage reimbursement rate used by the Internal Revenue Service during the federal tax year immediately preceding the current school year.

ARTICLE XXI - JURY DUTY

All employees who are required to serve on jury duty will receive full salary during the period of such service less an amount equal to the compensation paid to the employee for such duty; provided the employee selects the call-in method of fulfilling the jury duty obligation and reports to work on those days not requested to report for jury duty. All mileage fees paid to the employee shall be retained by the employee.

ARTICLE XXII - UNIFORMS

Maintenance and Grounds personnel shall receive the following articles of clothing every other year: six long sleeve shirts and three short sleeve shirts. Each year Maintenance and
Grounds personnel shall receive three pairs of pants. The unit members shall be responsible for the cleaning and maintenance of the clothing.

**ARTICLE XXIII - ATTENDANCE INCENTIVE**

A. Full time employees who have worked the entire year shall be eligible for the following attendance incentive:

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B. The use of personal days for religious observance shall not be counted in considering eligibility for the attendance incentive. Employees on leave from the District shall be ineligible for this incentive.

C. The District may elect to terminate the attendance incentive program at the end of this contract, notwithstanding the Triborough Law.

**ARTICLE XXIV - ASSOCIATION TIME**

The Union may designate one employee to take off no more than two days per year for Union business.

**ARTICLE XXV - GRIEVANCE PROCEDURE**

The purpose of the grievance procedures hereinafter outlined is to make it possible for the employee who has a grievance to have such grievance heard in as simple, straightforward and uncomplicated manner as possible. It will insure that the employee, using the procedure, will not be subject to coercion, interference, restraint, discrimination, or reprisal of any nature, kind or degree by an administrator, supervisor, or the Board of Education.

The following grievance procedures merely reinforce the position of the Board of Education in terms of insuring absolute equality and fairness of treatment for every employee of the District. The friendly, informal, cooperative spirit of the members of the Board of Education and of the administrators, particularly with respect to their accessibility is evidence of their desire to provide the very best working conditions possible for every member of the custodial staff.
These procedures are in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees. Any alleged violation of the terms and conditions of the contract will be settled through the established grievance procedures.

Throughout all stages provided for under this Grievance Procedure, such employee will be allowed to be represented by a person of his choice, who may be an attorney or any other person.

Unit members may establish a grievance committee.

Grievances to be considered under any stage of these procedures shall not apply to determinations made by the New York State Employees' Retirement System.

A. DEFINITIONS

1. **Employee** - Employees within the bargaining unit.

2. **Grievance** - shall mean the complaint by an employee of an alleged violation of any of the terms and conditions of an agreement between an employer and its employees.

B. STAGES

1. **First Stage** - A unit employee of the Valley Central School District having a grievance shall confer informally with his immediate supervisor who may be the building principal, the head or chief custodian, or head maintenance man within 20 days of the events giving rise to the grievance and a mutual endeavor shall be made to eliminate the grievance satisfactorily.

2. **Second Stage** - In the event such grievance shall not be resolved under Step 1, the employee, within 10 days of the decision, shall confer informally with the Assistant Superintendent for Personnel. If the employee and the Assistant Superintendent for Personnel shall not resolve such grievance, the employee shall within seven days of the informal decision put his grievance into writing, transmitting a copy of the same to the Assistant Superintendent for Personnel, who shall thereupon render his decision in writing, transmitting a copy to the employee within seven (7) days.

3. **Third Stage**

   a. If the employee is not satisfied with the decision at Stage Two, an appeal may be filed in writing with the Board of Education within fifteen (15) workdays after receiving the decision at Stage Two. The official grievance record maintained by the Assistant Superintendent for Personnel may be available for the use of the Board of Education.
b. Within thirty (30) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

c. Within five (5) workdays after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

4. Fourth Stage

a. After such a hearing, if the employee is not satisfied with the decision at Stage Three, and the CSEA determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) workdays of the decision at Stage Three. However, grievances concerning past practices shall not be arbitrable; the decision of the Board of Education on such grievances shall be final and binding on the parties.

b. Within ten (10) workdays after such written notice of submission to arbitration, the Board of Education and the CSEA will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within 5 days, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

d. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement.

e. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this agreement, shall be final and binding upon both parties.

f. The costs for the services of the arbitrator will be borne equally by the Board of Education and the CSEA.
ARTICLE XXVI - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement and applicable law, the District retains full responsibility and sole right of management of its business affairs and property, including, but without limitation, the right to assign, supervise, direct, and transfer the working forces; to plan, control, increase, decrease, transfer, discontinue operations, and/or subcontract work (provided the subcontracting does not result in the layoff of unit employees); to establish and modify work hours/schedules; to hire, and promote employees; to increase or decrease the working force; and to suspend, discipline and discharge employees.

ARTICLE XXVII - MISCELLANEOUS

In the event that members of the bargaining unit are treated in a discourteous manner, said employees shall have the right to report in writing the incident including the individuals involved to the appropriate administrative officials in order that proper corrective action be taken.

ARTICLE XXVIII - DURATION OF AGREEMENT

A. This agreement shall become effective July 1, 2006 and terminates at the close of business on June 30, 2010

B. The parties agree that all negotiable items have been discussed and the agreement reached represents total agreements.
ARTICLE XXIX - 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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

VALLEY CENTRAL SCHOOL DISTRICT

[Signature]

CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000
AFSCME, AFL-CIO

[Signature]

Date: 2/23/07

Date: 2/23/07
## SALARY SCHEDULES

### 2006-2007

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