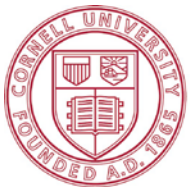

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Employer Name: **Nanuet Union Free School District**

Union: **Nanuet Union Free School District, CSEA, AFSCME, AFL-CIO**

Local: **Rockland County Local 844, 1000**

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AGREEMENT

by and between the

NANUET UNION FREE SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME AFL-CIO

RECEIVED
PUBLIC EMPLOYMENT
RELATIONS BOARD

Nanuet UFSD Unit
Rockland County Local 844

46 Members

July 1, 2002 - June 30, 2007

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PREAMBLE

This Agreement shall be effective the first day of July, 2002 through June 30, 2007.

The NANUET UNION FREE SCHOOL DISTRICT with offices in Nanuet, New York, hereinafter referred to as the "District" and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000,AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, for the Nanuet School Unit, a membership corporation duly incorporated under the law of the State of New York hereinafter referred to as the "UNION".

WHEREAS, the parties hereto desire to promote harmonious and cooperative relationships between them in accordance with the policy expressed in the Public Employees Fair Employment Act, Article XIV of the Civil Service Law, Section 200-212 and NOW, THEREFORE, in consideration of the premises it is mutually agreed between the parties hereto as follows:

ARTICLE I

RECOGNITION AND DUES DEDUCTIONS

Section 1 - Recognition

The District recognizes the Union as the sole and exclusive representative for all the employees in the Unit, for the purpose of collective negotiations for all conditions of employment and the administration of grievances for the maximum period stipulated by the Public Employees Fair Employment Law.

Section 2 - Dues Deductions

A. The Union shall have the exclusive right to payroll dues deductions.

B. The District shall deduct from the wages of the employees and remit to the Union an amount for those employees who signed authorization cards permitting such payroll deductions. Deductions shall be made uniformly and consistently on each pay day of the month. Funds thus collected shall be transmitted to the Treasurer of the Union, 143 Washington Ave., Albany, NY 12210.

C. Pursuant to State law, the District shall deduct from the wages of employees who are not members of the Union an agency shop fee and submit it to the CSEA as per B above.

D. The Union assumes responsibility for the disposition of such funds so deducted once they are turned over to the Union.

ARTICLE II

COMPENSATION

Section 1 - Compensation

A. Effective July 1, 2002
The salary schedule in effect as of June 30, 2002 shall be increased by 3.25% on each step. Increments shall be paid as appropriate.

B. Effective July 1, 2003
The salary schedule in effect as of June 30, 2003 shall be increased by 3.25% on each step. Increments shall be paid as appropriate.

C. Effective July 1, 2004
The salary schedule in effect as of June 30, 2004 shall be increased by 3.25% on each step. Increments shall be paid as appropriate.

D. Effective July 1, 2005

The salary schedule in effect as of June 30, 2005 shall be increased by 3% on each step. Increments shall be paid as appropriate.

E. Effective July 1, 2006

The salary schedule in effect as of June 30, 2006 shall be increased by 3% on each step. Increments shall be paid as appropriate.

F. A list of titles and the individual salary for each member shall be provided to the Unit President of CSEA by the District.

Section 2 - Premium Pay for Full-Time Employees

A. Time and one-half the employee's regular rate of pay shall be paid for all hours worked:
   1. In excess of the specified work. For this purpose an unworked paid holiday (as listed in Article IV) observed during the normal work week shall be considered a day worked.

   2. In excess of eight (8) hours in any one day.

   3. Prior to the starting time of the employee's daily work schedule.

   4. For all work performed on Saturday.

5. For all work performed on Sunday (with a minimum of one (1) hour).

6. For all work performed on a holiday, (as listed in Article IV) in addition to the holiday pay.

B. Any overtime within each building shall be rotated on an equitable basis when feasible.

C. All overtime for extra District-wide activities shall be rotated among qualified employees on a equitable basis when feasible.

D. Assignments for night extra activity - overtime duty for parking will be at the discretion of the Superintendent of Buildings and Grounds.

E. Building checks that are made on Saturday, Sunday and holidays shall be made only by Head Custodians or the designee of the Superintendent of Buildings and Grounds, with a guaranteed minimum of one (1) hour at time and a half.

F. Call in for emergency purposes shall be guaranteed a minimum of two (2) hours at time and a half.

G. Snow and Ice
   a. When employees are called in for snow and/or ice removal outside of their regular shift, they shall be paid time and a half for the time actually spent on snow and/or ice removal.
   b. For all snow days (days when the Superintendent has cancelled school due to snow and/or ice conditions), employees called into work shall be paid double time for all hours actually worked. If an employee is sent home before the end of his/her regular shift, the employee shall receive the regular rate of pay for the remainder of the shift.
   c. When school is closed early by the Superintendent due to snow and/or ice conditions and employees are asked to stay to remove snow and/or ice, the employee will be paid double time from the time the students are released until the employees are sent home by the Director of Facilities.

H. Compensatory Time
   Employees have the option of receiving their overtime in either compensatory time off or in money, at the appropriate overtime rate. The maximum accumulation of compensatory time is 48 overtime hours, 72 straight time hours. There shall be no carry over of compensatory time; all time must be used by June 30th of each school year or said time shall be paid out to the employee. Employees can cash out their compensatory time during the school year with a two (2) week written notice to the Assistant Superintendent of Business and shall be paid within the next full payroll period. Taking compensatory time must be

requested in writing and must be approved in advance by the Director of Facilities.

ARTICLE III

WORK DAY AND WORK WEEK

Section 1 - Work Day and Work Week

A. The work week shall consist of five (5) days, eight (8) hours per day, Monday through Friday, hours to be assigned per individual schedules by the Director of Facilities. Regardless of the preceding sentence, any employee hired after July 1, 2004 can be scheduled to work any five (5) consecutive days with two (2) consecutive days off.

B. All employees regardless of shift shall be scheduled for eight and one half hours per day, inclusive of one unpaid half hour meal break. It is understood, that for the night shift, there must be at least one employee in the building at all times.

Section 2 - Schedule Changes

A. Any changes in schedule, other than for emergency purposes, shall be discussed between the District and the Union.

B. Beginning with the first Monday after the June High School graduation and ending (11) eleven working days prior to the opening of school, as per the Nanuet School District official school calendar, all employees will be on a summer schedule and will be entitled to a one (1) hour lunch period, as opposed to the regular ½ (one-half) hour meal period. The summer schedule will be from 6:30 a.m. to 3:00 p.m.

ARTICLE IV

HOLIDAYS WITH PAY

Section 1 - Holidays with Pay

A. The following days shall be considered as holidays:

Independence Day	Day before Christmas Day
Labor Day	Christmas Day
Rosh Hashanah*	Day before New Year's Day
Yom Kippur*	New Year's Day
Columbus Day	Martin Luther King, Jr.'s Birthday
Veterans Day	Two days for President's Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving	Memorial Day

*Shall be granted whenever they fall on weekdays and school is not in session.

B. If July 4th, Veteran's Day, Christmas or New Year's Day falls on Saturday, the employees will receive the full Friday off before the holiday. If Christmas or New Year's Day fall on Sunday, the employees will receive the Monday off immediately following the holiday. If Christmas or New Year's Day falls on a Saturday, the day before the Christmas or the day before New Year's Day will be taken in the Thursday before Christmas or New Year's Day. If Christmas or New Year's Day falls on a Sunday, the day before Christmas or the day before New Year's Day will be taken on the Friday before Christmas or New Year's Day.

ARTICLE V

VACATION WITH PAY

Section 1 - Vacation Schedule

In the first year of employment, vacations will be calculated as of July 1. After the first year of employment, vacations will be based on years of service completed prior to the June 30th of the vacation year.

A. The vacation schedule for employees covered by this agreement shall be as follows:

1. After ten months of service but less than six years of service, ten (10) days.
2. After six years of service but less than eleven years of service, fifteen (15) days.
3. After eleven years of service, twenty (20) days.

B. The eleven (11) work days prior to school opening shall not be available for vacation. In special cases, due to specific circumstances, this may be waived at the discretion of the Superintendent of Buildings and Grounds and the Union.

All vacations must be taken by June 30th. Vacation time is not cumulative.

C. If a holiday occurs during an employee's vacation period, the employee may extend his vacation for said holiday.

D. Vacation will be arranged on the basis of seniority. However, all vacation requests must be submitted at least two weeks in advance. Employees will be given the opportunity to state their preference for vacation periods, and seniority will be recognized. Final approval on all vacation schedules shall be the responsibility of the Superintendent of Buildings and Grounds.

ARTICLE VI

LEAVES WITH PAY

Section 1 - Sick Leave

A. Sick leave with pay is allowable in accordance to the following:

1. 1 to 3 years - 1 day per month to a maximum of ten (10) days per annum.

2. 4th and 5th years - twelve (12) days per annum to be credited at the beginning of each year.

3. 6th year and thereafter - fifteen (15) days per annum to be credited at the beginning of each year.

B. The aggregate of days allowable for absence may never accumulate to exceed 180 days. If sick days are exhausted, an employee who is absent will not be compensated.

C. The District complies with the Family & Medical Leave Act allowing for a combined maximum absence of twelve (12) weeks from both paid and unpaid sources.

D. A physician's note is required for any absences of three (3) consecutive days. Once an employee is absent for a cumulative amount of twelve (12) days in a school year, the Superintendent of Buildings and Grounds will refer the case to the business office which may, upon review, require a physician's note. Any time spent as an in-patient in a hospital for a stay of at least one (1) night shall not be considered as part of the twelve (12) days. This paragraph shall apply to the period beginning on July 1 and ending on June 30th of the following year.

E. The Board of Education or the District may allow sick leave beyond the employee's accumulated sick leave. Each case will be judged on an individual basis by the Board and the Superintendent of Schools.

F. During the first thirty (30) days of employment, a full-time employee will not be paid for days absent except for absences resulting from jury duty or injury on the job. Absences for which a staff member is to be docked will result in a salary deduction from the gross amount paid. This deduction will normally be made at the end of the pay period in which the absence occurred.

Section 2 - Family Illness Leaves

Leaves of absence shall be granted in the case of illness of members of the immediate family residing with the employee, and requiring the employee's presence, per the Family Medical Leave Act. Immediate family is defined as parent, child, brother, sister, husband, wife, grandparent, grandchild, parent of husband or wife, or any relative residing in the personal household of the employee. Said leave shall be pursuant to Section 1, C.

Section 3 - Bereavement Leave

Allowable leave of absence shall be granted in the case of death in the immediate family up to five (5) days annually; said leave shall not be cumulative or deducted from sick leave.

Section 4 - Personal Leave

Allowable leaves of absence shall be granted in the case of personal affairs that can be attended to only while school is in session, up to three (3) annually. One (1) day of personal leave may be taken without any explanation required. The use of personal leave shall be restricted to such activities as closing on a house, taking children to college, graduations, marriages, legal and similar activities that necessitate the UNION member's absence from school. Notification of such leaves of absence indicating the general reason for said requests shall be presented to the Superintendent of Buildings and Grounds in writing prior to the leave request or in case of emergency, as soon thereafter as possible. These days must not be construed as extra days of vacation to which a UNION member is entitled. All requests must be approved in writing by the Superintendent of Schools or his designee. Personal leave shall not be cumulative.

Section 5 - Religious Observances

Employees will be eligible for days off, without pay, for the observance of religious holidays not contained in Article IV. Employees may use any accumulated accrued leave other than sick leave on these occasions.

Section 6 - Administrative Leave

Allowable leaves or absence shall be granted to duly elected or appointed delegates to UNION state and regional conventions up to an aggregate total of five (5) days per year.

Section 7 - Injury Due to Employment

Whenever an employee is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident, in the course of his/her employment and receives Worker's Compensation payments for such absence, (s)he will be paid full salary during his/her absence from employment, up to a period of one (1) year (less the amount of any weekly Worker's Compensation benefits made for disability due to said injury) and no part of such absence will be charged to annual sick leave.

After one (1) year of illness due to injury sustained by an employee while on duty, such employee may use his accumulated days of leave until he same are completely used.

ARTICLE VII

INSURANCE, RETIREMENT & SOCIAL SECURITY

Section 1 - Health & Dental

A. Coverage

The District shall continue in the Empire Plan or equal and a Dental Plan.

It shall be the policy of the District to have one hospitalization program. Should any improvement in this program be enacted by the District for other employees not in this negotiating unit, said improvement shall be made immediately available to the employees of this unit, including the provision for a Dental Plan.

Coverage for new employees shall become effective the first day of the calendar month immediately following the expiration of the first ninety (90) days of employment.

B. Reduction in Salary

All employees will contribute 2% of gross salary to the cost of health insurance. This contribution will represent a 2% reduction in salary under the District's Section 125 Plan which shelters said contributions from federal income taxes.

C. The employee will be entitled to participate in the CSEA Employee Benefit Fund for Family Dutchess Dental Plan and Family Gold Vision Plan coverage until

such time as this program exceeds the cost of the District's dental program. The District will have the option of replacing these plans providing the benefits will be equivalent in all respects.

D. The District shall provide, at no cost to the Unit members, the Excess Major Medical Insurance Plan subscribed to for other District employees.

Section 2 - Retirement

The District shall provide a Retirement Program under the New York State Retirement System based on 1/60th of the final average salary as provided in Chapter 157 75E (R and SS Law) for all eligible employees.

All employees within the unit are eligible to participate in the New York State Employees' Retirement System, pursuant to the ERS's tiers, rules and regulations.

Section 3 - Life Insurance

The District shall provide a $10,000 life insurance policy to eligible full-time employees. The employees may purchase an additional $30,000 each, the premium for which shall be deducted from salaries, contingent upon such insurance being available through the Board's insurance carrier. Should the insurance company be unwilling to provide such coverage, said coverage shall not be provided.

ARTICLE VIII

SENIORITY

Section 1 - Seniority

A. Seniority shall be based on the date of commencement of employment for each permanent employee. The Business Office will maintain a current seniority list of personnel. This list will be used in determining seniority and advancement.

ARTICLE IX

OUT-OF-TITLE PAY AND PROMOTION SALARY INCREASES

Section 1 - Out-of-Title Guarantee

A. When an employee is assigned to perform duties of a higher classification at a higher rate of pay for more than 5 consecutive days as a substitute for an

employee holding a higher paid position, said employee shall receive an additional 5% during the period worked as such substitute. This provision will not apply to replacements for other employees during vacations periods.

B. When an employee is assigned to perform the duties of a lower classification at a lower rate of pay, (s)he shall be guaranteed the regular rate of pay of his/her classification.

ARTICLE X

PROMOTIONAL OPPORTUNITIES

Section 1 - Promotional Opportunities

A. When a vacancy occurs or a new position has been created, the District employees who meet the Civil Service requirements and the employees in the non-competitive class will be notified of the vacancy prior to engaging a new employee for the vacancy or the new position. All promotions are subject to the rules and regulations of the Rockland County Personnel Office.

B. Notification shall be made in writing to each Head Custodian and the groundskeeper staff so that notification can be posted in the custodial room.

C. If a vacancy occurs or a new position is created in the District, seniority shall be a factor along with merit and fitness. Before hiring another person from the outside, the District shall give the first consideration to current employees.

ARTICLE XI

JOB DESCRIPTIONS

Section 1 - Job Descriptions

A. Job descriptions for each title shall be set forth with clear lines of responsibility and may be changed within the Rockland County Personnel Office Outline of Job Descriptions.

B. The District will provide to the Unit Executive Officer the job specifications of all titles represented by said Unit.

ARTICLE XII

CLOTHING

Section 1 - Uniforms

Employees are required to wear uniforms while on duty during the school year.

A. Five (5) uniforms per year shall be provided for each Custodian III, II and I, Custodial Worker, Sr. Groundskeeper and Groundsworker. The five (5) uniforms will consist of 5 pairs of pants, 5 long sleeve and 5 short sleeve shirts. The employee will be responsible for cleaning of same. In addition, the District will provide, as needed, four (4) sets of foul weather gear to the High School and two (2) sets of each of the Miller, Highview and Middle Schools.

B. The District upon presentation of a receipt of purchase by the employee will pay $50.00 each toward the purchase of two pairs of safety shoes per year for each Groundskeeper, Sr. Groundsworker and Groundsworker.

C. Three uniforms per year shall be provided for all part-time employees. The three (3) uniforms will consist of 3 pairs of pants, 3 long sleeve and 3 short sleeve shirts. The employees will be responsible for cleaning of same.

ARTICLE XIII

RECIPROCAL RIGHTS

Section 1 - Right of Representation

A. The District recognizes the right of the employees to designate representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit employees during working hours. Such employees representatives shall also be permitted to appear at public hearing by the Board of Education upon the request of the employees.

B. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations.

C. The officers and agents of the Union shall have the right to visit the employee's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

Requests for time for this purpose shall be cleared with the Superintendent of Buildings and Grounds or the School Business Administrator.

Time off is not to be allowed for employee representatives to contact employees and inquire as to whether they may have any grievances.

D. The evaluation process is set forth in Appendix "A".

E. The District and the Union recognize the importance of a safe work environment and pledge to work together to initiate and maintain operating procedures that will safeguard employees and reduce or eliminate the potential for on the job injuries and illnesses. The District and the Union will cooperate in the identification of safety hazards and will work mutually toward their elimination. Both parties agree that safety and health concerns will be promptly discussed and addressed.

Section 2 - Bulletin Board

The Union shall have the right to post notices and communications on bulletin boards maintained on the premises and facilities of the employer subject to the approval of the contents of such notices and communications by the Superintendent of Schools or his delegate.

Section 3 - Rights of the Board of Education

Both parties recognize the Board has, whether exercised or not, the rights, responsibility and prerogative to direct the operation of the public schools in the Nanuet Union Free School District, in all aspects authorized by statute. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, and shall be exercised by the Board, through the Superintendent and the Administration, except as specifically stated to the contrary in this agreement.

ARTICLE XIV

GRIEVANCES

Section 1 - Grievance Procedure

A. Definitions

1. A grievance or dispute is a claim based upon an event(s) or condition(s) which affects the terms and conditions of employment of an employee or group of employees.

2. An "aggrieved party" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim, and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

B. Purposes

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting the terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained will be considered as limiting the right of any employee(s) and/or Union having a grievance to discuss the matter informally with the appropriate member of the Administration. No settlement of an informal nature shall be made with an individual employee which shall be inconsistent with the provisions of the Agreement or without the knowledge of the Union.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One (Informal) - An employee with a grievance shall first bring the grievance to the attention of the immediate supervisor through discussion or in written form, either directly or through a Union designated representative, with the objective of resolving the matter at the lowest possible level.

3. Level Two (Superintendent of Buildings and Grounds and/or Building Principal) - Any unresolved grievances shall be brought to the attention of the Superintendent of Buildings and Grounds and/or the Building Principal in written form within ten (10) school days of the event involved or the aggrieved's first knowledge thereof. If the aggrieved person is not satisfied with the disposition of this grievance at Level One (Informal), or if no decision has been rendered within two (2) school days after presentation of the grievance, (s)he may, within two (2) school days file the grievance on the specified form and (re)submit it to the Superintendent of Buildings and Grounds and/or Building Principal for the purpose of resolving the grievance.

4. Level Three (School Business Administrator) - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within four (4) school days after presentation of the

grievance, (s)he may file the grievance in writing with the Chairman of the Nanuet School Unit Grievance Committee, herein after referred to as the Grievance Committee, within four (4) school days after a decision at Level Two or eight (8) school days after the grievance was presented, whichever is sooner. Within four (4) days after receiving the written grievance, the Chairman of the Grievance Committee shall refer it to the School Business Administrator for the purpose of resolving the grievance.

5. Level Four (Superintendent of Schools) - If the aggrieved person is not satisfied with the disposition of this grievance at Level Three, or if no decision has been rendered within four (4) school days after the grievance was delivered to the School Business Administrator, (s)he may, within four (4) school days after a decision by the School Business Administrator or eight (8) school days after the grievance was delivered to the School Business Administrator whichever is sooner, submit his grievance to the Superintendent of Schools. Within four (4) school days of the receipt of a grievance by the Superintendent of Schools, the Superintendent shall meet with the aggrieved person, or his/her designee, for the purpose of resolving the grievance.

6. Level Five (President of the Board of Education) - If the aggrieved person is not satisfied with the disposition of this grievance at Level 4, or if no decision has been rendered within eight (8) school days after the grievance was delivered to the Superintendent of Schools, (s)he may, within four (4) school days after a decision by the Superintendent or eight (8) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit this grievance to the President of the Board of Education. Within ten (10) school days of the receipt of a grievance by the President of the Board of Education, the Board shall meet with the aggrieved person, or his/her designee, for the purpose of resolving the grievance.

7. Level Six (Arbitration)
   a. If the aggrieved person is not satisfied with the disposition of this grievance decision by the Board of Education, or if no decision has been rendered within ten (10) days since (s)he first met with the Board, the aggrieved person may request the President of the Union to submit this grievance to arbitration.

   b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Union shall request a panel of three (3) arbitrators from the American Arbitration Association. The Board representative shall strike one name from the list, the Union shall strike one name from the list, and the remaining name shall serve as arbitrator. The Union may appeal any grievance to arbitration provided that: a matter which is or would be the subject of a contract grievance shall not be litigated by the Union or any unit member in any other forum.

c. The arbitrator so selected shall confer with a representative of the Board and Union and hold hearings promptly and shall issue a decision no later than twenty (20) days from the date of the hearings. Or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and Union and shall be advisory only.

D. Right of Employee to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by her/himself, or at his/her option, by a representative selected or approved by the Union. When an employee is not represented by the Union, it shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any building representative, any member of the Grievance Committee, or any participant in the procedure.

E. Miscellaneous

1. If, in the judgment of the Grievance Committee, a grievance affects a group or class of employees, the Grievance Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Three. The Grievance Committee may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not which to do so.

2. Decisions rendered at Level Two which are unsatisfactory to the aggrieved person and all decisions rendered at Level Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in the interest and to the Chairman of the Grievance Committee. Decisions rendered at Level Five shall be in accordance with procedures set forth in Section C, paragraph 6(c) of the ARTICLE.

3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms for filing grievances, serving notices, making reports and recommendations, and other necessary documents shall be prepared jointly by

the Superintendent and the Union and given appropriate distribution, so as to facilitate operation of the grievance procedure.

5. All meetings and hearings under this procedure are deemed to be confidential and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the ARTICLE.

Section 2 - Cost of Arbitration

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Union. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE XV

COMPATIBILITY WITH LAW

Section 1 - Prohibition Against Strikes

The Union affirms that it does not assert the right to strike against the District, to assist or participate in any such strike or to impose an obligation upon its members to conduct or to participate in such strike.

Section 2 - Separability

If the enactment of legislation or determination of a Court of Final Jurisdiction, whether in a proceeding between the parties or one based on a similar statement of fact, renders any portion of this agreement invalid or unenforceable, it shall not affect the validity of the rest of this agreement, which shall remain in full force according to the terms and in the same manner with the same effect as if such invalid portion had not been originally included herein.

Section 3 - Mandated Provision of Law

Notice as provided by Section 204-A of the Civil Service as amended: "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XVI

TERMS OF AGREEMENT

This Agreement shall become effective July 1, 2002 and shall terminate at the close of business June 30, 2007.

ARTICLE XVII

MISCELLANEOUS

Section 1 - Hourly Rate

To determine the hourly rate of any annually salaried employee, the annual salary shall be divided by 2,080 hours.

Section 2 - Longevity

After 10 years of continuous full-time service to the District all full-time employees shall be granted the sum of $550.00. The effective date of payment will be July 1 following the anniversary date of 10 years of service. Effective with the 2004-2005 school year, there will be an additional $250 paid in longevity, for a total of $800 after ten years.

After 15 years of continuous service to the District, all full-time employees shall be granted an additional $300.00. The effective date of payment will be July 1 following the anniversary date of 15 years of service. Effective with the 2004-2005 school year, there will be an additional $250.00 paid in longevity, for a total of $550 after fifteen years.

ARTICLE XVIII

PART-TIME EMPLOYEES

(Less than 40 hrs./wk. or less than 12 months.) Less than 12 month employees will refer to those employees unable to work the day shift during the summer months.

Section 1 - Compensation

A. Effective July 1, 2002

The salary schedule in effect as of June 30, 2002 shall be increased by 3.25% on each step. Increments shall be paid as appropriate.

B. Effective July 1, 2003
The salary schedule in effect as of June 30, 2003 shall be increased by 3.25% on each step. Increments shall be paid as appropriate.

C. Effective July 1, 2004
The salary schedule in effect as of June 30, 2004 shall be increased by 3.25% on each step. Increments shall be paid as appropriate.

D. Effective July 1, 2005
The salary schedule in effect as of June 30, 2005 shall be increased by 3.0% on each step. Increments shall be paid as appropriate.

E. Effective July 1, 2006
The salary schedule in effect as of June 30, 2006 shall be increased by 3.0% on each step. Increments shall be paid as appropriate.

F. A list of titles and the individual salary for each member shall be provided to the unit President of Union by the District.

G. Part-time employees working ten months are not entitled to premium pay, unless they work more than forty (40) hours in one week.

H. It is understood that part-time employees who do not report to work are not paid for the day. Additionally, part-time employees are not paid for days when school is not in session, other than the holidays listed in Section 2.

Section 2 - Holidays

Employees will receive the following paid holidays during the school year:

Rosh Hashanah*	New Years Day
Yom Kippur*	Martin Luther King, Jr.'s Birthday
Veterans Day	One day for President's Day
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Labor Day
Christmas Day	Columbus Day

*Shall be granted whenever they fall on weekdays and school is not in session.

Section 3 - Sick Leave

A. Employees will receive three days of sick leave pay per annum with a total accumulation of thirty (30) days.

B. During the first thirty (30) days of employment, a part-time employee will not be paid for days absent except for absences resulting from jury duty or injury on the job. Absences for which a staff member is to be docked will result in a salary

deduction from the gross amount paid. This deduction will normally be made at the end of the pay period in which the absence occurred.

Section 4 - Health Insurance

A. Coverage

Part-time employees are eligible for health insurance. The District shall only be responsible for a proportionate share of the cost for 12 month employees based on 10/12ths of the annual cost and the number of hours worked daily to an eight (8) hour day.

For Example: A part-time employee works five (5) hours per day and the Board's share of the health insurance is $60. The Board will pay 10/12th of $60 (which equals $50) x 5/8 ($31.25). The employee in this example pays $28.75.

Coverage for new employees shall become effective the first day of the calendar month immediately following the expiration of the first ninety (90) days of employment.

B. Reduction in Salary

All employees will contribute 2% of gross salary to the cost of health insurance. This contribution will represent a 2% reduction in salary under the District's Section 125 Plan which shelters said contributions from federal income taxes.

Section 5 - Longevity

After ten years of continuous service to the District the amount of $550 will be granted to part-time employees pro-rated on the basis of the total hours employed to 2,080 for full-time employment, to be paid during the eleventh year and thereafter. The effective date of payment will be July 1st, following the anniversary date of 10 years of service.

Section 6 - Personal Leave

Allowable leaves of absence shall be granted in the case of personal affairs that can be attended to only while school is in session, up to three (3) days annually. The use of personal leave should be restricted to such activities as closing on a house, taking children to college, graduations, marriages, legal and similar activities that necessitate the UNION member's absence from school. Notification of such leaves of absence indicating the general reason for said requests shall be presented to the Superintendent of Buildings and Grounds in writing prior to the leave request or in case of emergency, as soon thereafter as possible. These days must not be construed as extra days of vacation to which a UNION member is entitled. All requests must be approved in writing by the Superintendent of Schools or his designee. Personal leave shall not be cumulative.

Section 7 - Night Differential

Employees working the night shift less than 40 hours/week shall be compensated $.50 extra per hour.

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, except as specified herein, during the life of this Agreement.

In witness whereof the parties hereto have set their hand and seal this twelfth day of January, 2005.

NANUET UNION FREE SCHOOL DISTRICT

By: _____
Superintendent of Schools

Attest: _____
Assistant Superintendent for Business

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

By: _____
President, Union Unit

Attest: _____
Vice President, Union Unit

_____
CSEA Labor Relations Specialist

APPENDIX A

EMPLOYEE PERFORMANCE EVALUATION

Employees will be evaluated one (1) time during the school year.

Employees will be evaluated on eight (8) factors: work quality, completion of scheduled work; safety consciousness; appearance; attendance; cooperation; job knowledge; and communication.

Employees all start the evaluation process with a Satisfactory rating in each area.

Each of the eight (8) factors will be rated as Satisfactory, Needs Improvement or Unsatisfactory.

Employees in the titles of Custodian I, Custodian II, Custodian III, Senior Groundskeeper, and those titles in the maintenance staff will be evaluated by the Director of Facilities. Custodial Workers will be evaluated by the Custodian I, Custodian II or the Custodian III who supervises them on a day-to-day basis. Groundsworkers will be evaluated by the Senior Groundskeeper. The evaluating employee will generate a written evaluation of each unit employee under his/her supervision The employee under evaluation will then meet with the Director of Facilities and the evaluating employee (to the extent he/she is different from the Director of Facilities) to discuss the evaluation. The employee being evaluated will sign and date the evaluation. If the employee does not agree with the evaluation he/she will indicate in the space provided on the front of the form and may use the reverse side of the form to note areas of disagreement and reasons for that disagreement.

The signed and dated evaluation will then be forwarded to the Assistant Superintendent for Business. The Assistant Superintendent for Business will meet with any employee receiving four (4) unsatisfactory ratings, if the employee has indicated disagreement with the evaluation.

The Assistant Superintendent for Business may revise an evaluation rating upward.

Following review by the Assistant Superintendent for Business, an employee who receives four (4) or more unsatisfactory ratings in an evaluation will be held on step for the ensuing school year. There shall be no holding on step if an employee was not counseled at least once in the area in which he or she received an unsatisfactory. To the extent possible, all counseling sessions should be reflected by a written document placed in the employee's personnel file.

Nanuet Public Schools
BUILDING and GROUNDS
Employee Performance Evaluation

Employee's Name: (Print) _____ **Title:** _____

Building: _____ **Immediate Supervisor:** _____

Reason for Evaluation:
ANNUAL REVIEW: _____
PROBATIONARY REVIEW: _____
Has performance been discussed with employee? **Yes** ____ **No** _____

Description of Duties: _____

Performance Factor:	Satisfactory	Needs Improvement	Unsatisfactory
1. Work Quality:	_____	_____	_____
2. Completion of Scheduled Work:	_____	_____	_____
3. Safety Consciousness:	_____	_____	_____
4. Appearance:	_____	_____	_____
5. Attendance:	_____	_____	_____
6. Communication:	_____	_____	_____
7. Cooperation:	_____	_____	_____
8. Job Knowledge:	_____	_____	_____

Comments:

_____	_____	_____	_____
Supervisor's Signature:	Date:	Employee Signature:	Date:
_____	_____	_____	_____
Director of Facilities Sign:	Date:	Business Administrator Sign:	Date:

The Employee has attached comments or indicated some on the reverse side of this evaluation: _

APPENDIX "B"

ALTERNATE DISCIPLINARY PROCEDURE

Eligibility.

This Article establishes an alternate disciplinary procedure for members of the bargaining unit. It shall apply to all persons subject to Section 75 and 76 of the Civil Service Law and in addition shall apply to any non-competitive and labor class employees who have completed an probationary period off at least two (2) years of continuous service which may be extended up to an additional six (6) months by the appropriate department head upon written notice to the employee. The disciplinary procedure provided herein is not applicable to probationary or provisional competitive class employees.

Waiver of Rights Under Section 75 & 76 of the Civil Service Law.

The following disciplinary procedure for incompetency and/or misconduct shall apply to employees as provided herein in lieu of the procedures specified in Civil Service Law Sections 75 and 76. The District and the Union fully understand and agree that the provisions of the Civil Service Law herein stated shall not apply to disciplinary action instituted against Unit members and they full understand and agree that those members of the bargaining unit who would be entitled to the rights set forth in the Civil Service Law have expressly waived their rights and that all further disciplinary actions shall be conducted under the procedures contained in this Article.

Employees Rights.

Employees shall be entitled to Union representation in disciplinary counseling sessions as follows:

Upon request of the employee, a union representative shall be allowed to be present during any disciplinary counseling sessions where the results of the session will be reduced to writing and placed in the employee's personnel file. This right shall also apply to Union officials. It is understood that this requirement should not inhibit counseling between supervisors and employees without a Union representative being present where no written document will be placed in the personnel file.

All documents placed in an employee's personnel file relating t performance, including but not limited to attendance issues, shall be signed by the employee. The employee's signature shall represent acknowledgement of receipt of the documents but does not necessarily constitute agreement with the contents of the documents. An employee may respond in writing to such documents within 30 calendar days of receipt.

An ernployee shall not be discipline for acts which occurred more than 18 months prior to the date of the notice of discipline, except where the act(s) would constitute a crime. In any event, this provision will not limit the District and the hearing officer from considering the entire employment record with respect to the appropriateness of the penalty to be imposed.

Employer Imposed Discipline Procedure.

Disciplinary counseling will be utilized in the manner outlined in Section 3 above where principles of progressive discipline generally apply.

Misconduct and/or incompetency will form the basis for the imposition of discipline pursuant to this Article.

Where the District seeks to impose discipline under this portion of this procedure, the employee will be served either personally or by certified mail (at his/her last known address) with a written notice of discipline describing the alleged acts forming the basis for the disciplinary action. In addition, the notice shall contain a proposed penalty which may be amended at any time thereafter. A copy of the notice of discipline will be presented to the president of the Union.

The employer may impose any of the following disciplinary penalties which will be subject to review through the arbitration provision of the grievance procedure:

A reprimand, a fine not to exceed $100 to be deducted from salary or wages, or a suspension without pay up to 30 working days. The imposition of such disciplinary penalties will be subject to direct review and will not be subject to the procedure set out hereafter. The cost of the arbitrator shall be borne equally by the District and the Union.

Impartial Hearing Officer Procedure.

1. In the event that the event that the Employer seeks to impose a penalty in excess of those outlined in Section 4 (i.e., suspension without pay for more than 30 days, demotion in grade and/or title or dismissal), the employee has the right to a hearing before an impartial hearing officer pursuant to the procedure set out hereafter.

Disciplinary counseling will be utilized in the manner outlined in Section 3 above where principles of progressive discipline generally apply.

In such cases the employer shall provide the employee with a notice of discipline which shall include the following:

Notice of charges describing the alleged acts forming the basis for disciplinary action.

The right to a hearing before an impartial hearing officer.

The right to be represented at said hearing by a Union representative or attorney of his/her choice.

The employee must request a such a hearing by submitting a written request to the charging party within 10 calendar days after receipt of the notice of discipline if he/she disagrees with the proposed penalty set therein.

The employee will be reminded that it shall be his/her responsibility that he/she should contact the Union immediately upon receipt of the notice of discipline.

Within 10 calendar days of receipt of the notice of discipline the employee must file a written request for a hearing with the Charging Party. Failure to file such request within 10 calendar days of receipt of the notice of discipline will constitute acceptance of the proposed penalty by the employee and will settle the matter in its entirety.

The District will provide copies of all notices of disciplinary charges to the president of the Union.

Hearing Panel

1. A panel of 3 hearing officers will be selected mutually by the Employer and the Union. Said list will remain in existence during the term of this agreement. Hearing officers shall serve on a rotating basis. The cost for hearing officers' services for hearings held under Section 5 of this Appendix shall be fully borne by the Employer.

Should a member of the panel notify the parties that he/she does not wish to serve any longer or if the parties mutually agree to replace a panel member, then the parties shall replace the panel member within thirty (30) days.

Hearing Procedure

The District shall notify the hearing officer who is next in rotation of the need for a hearing within 10 calendar days after receipt of the employee's written request for a hearing.

The hearing officer shall schedule a hearing as soon as possible but in no event later than 30 calendar days of receipt of the District's notification of need for a hearing.

Proof

The burden of proof in such a disciplinary hearing shall fall upon the District. The technical rules of evidence shall not be required in such a hearing. The employee or his/her chosen representative shall have the right in such a hearing to call witnesses and to cross-examine witnesses called by the District. The District shall have the right to cross-examine witnesses called by the District. The District shall have the right to cross-examine witnesses called by the employee.

Either party (District or Union) wishing a transcript at a disciplinary hearing may provide for one at its own expense and in such cases shall provide a copy to the hearing officer and to the other party without cost. The request for such a transcript shall not extend the date that a final determination is to be made.

Hearing Officer's Authority

The decision of the hearing officer shall be rendered within 30 calendar days of the close of the hearing.

The hearing officer shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of the Agreement or any amendments or supplements thereto, or to add any new provisions to this Agreement or any amendment or supplement thereto. Rather, the hearing officer is limited to determining guilt or innocence and the appropriateness of the proposed penalty. Should the hearing officer determine that the proposed penalty is inappropriate; he/she may impose an alternative penalty.

The determination of a hearing officer shall be final and binding upon both parties, and is not subject to the grievance procedure set forth herein. The determination of the hearing officer is to be considered an arbitrator's award and is reviewable in court under Article 75 of the Civil Practice Law and Rules.

Suspension Without Pay.

Pending the hearing and final determination in a disciplinary matter pursuant to Section 5 of this procedure, the employee against whom the District seeks to impose discipline may be suspended without pay for a period of up to 30 work days. However, if the District determines that there is probable cause to believe that the employee's presence on the job represents a potential danger to person(s) or property or would interfere with operations, such suspension without pay may extend until the first day of the hearing at which time such determination shall be reveiwable immediately by the hearing officer to determine whether the District had probable cause and whether the employee should be returned to the payroll prospectively. If the hearing officer finds that the employee poses such a danger or interference, the suspension may continue pending the outcome of the hearing. If the hearing officer does not find that the employee poses such a danger or interference, the employee shall be immediately returned to the payroll.

If in such case an employee has been suspended pending the outcome of a hearing and the hearing officer finds that suspension was unwarranted, or that the penalty is too severe, the employee shall be reinstated and compensated for all lost time less any suspension imposed by the hearing officer and less the amount the compensation which he/she may have received from other employment or in the form of any type of state or federal benefits during the period of suspension.

APPENDIX C
SALARY SCHEDULES

CUSTODIANS SALARY SCHEDULE JULY 1, 2002 – JUNE 30, 2007

CUSTODIAL WORKER
GROUNDS WORKER

STEP	01-02	02-03	03-04	04-05	05-06	06-07
1	25,206	26,025	26,871	27,744	28,577	29,434
2	26,491	27,352	28,241	29,159	30,033	30,934
3	27,769	28,671	29,603	30,565	31,482	32,427
4	29,047	29,991	30,966	31,972	32,931	33,919
5	30,329	31,315	32,332	33,383	34,385	35,416
6	31,608	32,635	33,696	34,791	35,835	36,910
7	32,889	33,958	35,062	36,201	37,287	38,406
8	34,170	35,281	36,427	37,611	38,739	39,902
9	35,452	36,604	37,794	39,022	40,193	41,399
10	36,730	37,924	39,156	40,429	41,642	42,891

CUSTODIAN III
MAINTENANCE MECHANIC

STEP	01-02	02-03	03-04	04-05	05-06	06-07
1	34,948	36,084	37,257	38,467	39,621	40,810
2	36,450	37,635	38,858	40,121	41,324	42,564
3	37,956	39,190	40,463	41,778	43,032	44,323
4	39,456	40,738	42,062	43,429	44,732	46,074
5	40,961	42,292	43,667	45,086	46,438	47,832
6	42,462	43,842	45,267	46,738	48,140	49,584
7	43,967	45,396	46,871	48,395	49,846	51,342
8	45,470	46,948	48,474	50,049	51,550	53,097
9	46,974	48,501	50,077	51,704	53,256	54,853
10	48,477	50,053	51,679	53,359	54,960	56,608

CUSTODIAN I
SR. GROUNDS WORKER

STEP	01-02	02-03	03-04	04-05	05-06	06-07
1	28,550	29,478	30,436	31,425	32,368	33,339
2	29,966	30,940	31,945	32,984	33,973	34,992
3	31,386	32,406	33,459	34,547	35,583	36,651
4	32,801	33,867	34,968	36,104	37,187	38,303
5	34,221	35,333	36,482	37,667	38,797	39,961
6	35,634	36,792	37,988	39,222	40,399	41,611
7	37,056	38,260	39,504	40,788	42,011	43,272
8	38,472	39,722	41,013	42,346	43,617	44,925
9	39,890	41,186	42,525	43,907	45,224	46,581
10	41,307	42,649	44,036	45,467	46,831	48,236

PART TIME CUSTODIAL WORKER

STEP	01-02	02-03	03-04	04-05	05-06	06-07
1	11.64	12.02	12.41	12.81	13.20	13.59
2	12.26	12.66	13.07	13.49	13.90	14.32
3	12.80	13.22	13.65	14.09	14.51	14.95
4	13.43	13.87	14.32	14.78	15.23	15.68
5	14.01	14.47	14.94	15.42	15.88	16.36
6	14.63	15.11	15.6	16.10	16.59	17.08
7	15.19	15.68	16.19	16.72	17.22	17.74
8	15.78	16.29	16.82	17.37	17.89	18.43
9	16.40	16.93	17.48	18.05	18.59	19.15
10	16.97	17.52	18.09	18.68	19.24	19.82

CUSTODIAN II
GROUNDSKEEPER

STEP	01-02	02-03	03-04	04-05	05-06	06-07
1	33,429	34,515	35,637	36,795	37,899	39,036
2	34,912	36,047	37,218	38,428	39,581	40,768
3	36,394	37,577	38,798	40,059	41,261	42,499
4	37,875	39,106	40,377	41,689	42,940	44,228
5	39,358	40,637	41,958	43,321	44,621	45,960
6	40,840	42,167	43,538	44,953	46,301	47,690
7	42,322	43,697	45,118	46,584	47,981	49,421
8	43,803	45,227	46,696	48,214	49,661	51,150
9	45,287	46,759	48,278	49,848	51,343	52,883
10	46,768	48,288	49,857	51,478	53,022	54,613

CUSTODIAL WORKER/BUS DRIVER

STEP	01-02	02-03	03-04	04-05	05-06	06-07
1	26,052	26,899	27,773	28,676	29,536	30,422
2	27,332	28,220	29,137	30,084	30,987	31,917
3	28,611	29,541	30,501	31,492	32,437	33,410
4	29,893	30,865	31,868	32,903	33,890	34,907
5	31,173	32,186	33,232	34,312	35,342	36,402
6	32,452	33,507	34,596	35,720	36,792	37,895
7	33,735	34,831	35,963	37,132	38,246	39,394
8	35,014	36,152	37,327	38,540	39,696	40,887
9	36,291	37,470	38,688	39,946	41,144	42,378
10	37,573	38,794	40,055	41,357	42,597	43,875

APPENDIX D

NANUET PUBLIC SCHOOLS
Nanuet, New York

CSEA – REQUEST FOR PERSONAL LEAVE

To: _____ Date of Leave: _____
Director of Facilities

REASON:
( ) a. Legal – required appearance in court, closing on property, marriage.

( ) b.Professional – degree examination, graduation, certification problem, retirement problem.

( ) c. Home - child's graduation, emergency, home accidents, death other than in the immediate family, taking child to college or school.

( ) d. No Reason Required

*( ) e. Other – Explain in detail: _____
_____
_____

* If this category is checked, an explanation is necessary and will be subject to the approval of the Asst. Superintendent for Business.

_____ _____
Employee Name Date

_____
Director of Facilities

SIDE LETTER OF AGREEMENT

WHEREAS, the Collective Bargaining Agreement between the Nanuet Union Free School District (hereinafter the "District") and the CSEA, Local 844 provides that overtime shall be distributed equitably to the extent feasible; and

WHEREAS, the District determined that it needed to insure that overtime was being distributed equitably; and

WHEREAS, the CSEA expressed concerns that distribution of overtime be done in an open manner so that all eligible unit members can insure that they have or will have the opportunity to work; and

WHEREAS, the District and the CSEA held discussions throughout the Winter of 2005 to develop a process for distribution of overtime;

NOW, THEREFORE, it is agreed by and between the parties the following:

1. Overtime during the week, which is generated due to the absence of an unit member, will be assigned to an eligible unit member within the building in which the absent employee worked. Such assignment will be made on the basis of seniority and will be rotated through all eligible unit members. To the extent that there is no eligible employee within the building who wish to perform the overtime assignment, any full-time eligible employee within the District will be contacted on the basis of his/her seniority.

2. For weekend or holiday overtime work or overtime generated by large District-wide projects or events whether during the week or over the weekend, the following procedure will be utilized:

a. All full-time custodians and custodial workers will be ranked in order of seniority. Part-time employees will be ranked after the full-time custodians and custodial workers. All split title employees will be considered part-time employees for overtime purposes.

b. When overtime meeting the criteria in paragraph 2 herein is generated, the first individual on the overtime list shall be contacted. Should the employee agree to the work, the hours will be noted as worked on the overtime seniority list. Should the employee decline the work, the hours declined will be noted on the overtime seniority list. At that point, the next person on the overtime seniority list will be contacted.

c. The requests for overtime weekend work will be made by 4:00 p.m. on Wednesday of the week prior to the overtime work. To the extent that weekend overtime work is generated after Wednesday at 4 p.m., the same process as set forth in paragraph "b" above will be used, however, there will be no charge made to unit

members who decline the work. Requests for non-weekend District-wide projects or events will be made by 4:00 p.m. two (2) days prior to the project or event. If the request is made after that time, no charge will be made to the unit member who declines the work.

d. Any unit member who is on approved leave on the date of the proposed overtime shall not be charged with declining to work. Employees returning from long-term absences will be placed on the seniority overtime list in the second position just prior to the employee who is currently the next to be called.

e. The Director of Facilities will be responsible for calling the unit members to request them to work overtime. The Superintendent can designate another individual to make these requests in his absence.

f. The Director of Facilities will insure that this procedure is open and verifiable. To the end, there will be a board with the seniority overtime list with the respective movement through such list noted in his office so that unit members can determine their status on the list. Additionally, the Director of Facilities will provide an update of this list to the President of the CSEA on a monthly basis.

3. In all circumstances except as set forth in this paragraph, only the Director of Facilities or his designee can make assignments for overtime. Custodians may only call in overtime workers in emergency situations directly related to the opening or operations of the school in which he or she is assigned and only if the custodian is unable to reach the Director of Facilities, his designee or the Assistant Superintendent of Business.

For the CSEA:

Thomas Maglaras, President

James Farina 9/14/05
James Farina, Regional Director

For the Nanuet Union Free School District:

Dr. Mark McNeill, Superintendent

Philip M Sions, Assistant Superintendent

Rudy Villanyi, Director of Facilities