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Title: **Plainedge Union Free School District and Unit 18, CSEA Local 1000, AFSCME, AFL-CIO, Nassau Educational Local 865 (2006)**

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Local: **1000, Nassau Educational Local 865**

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Bc/5757

agreement Between

THE "DISTRICT"
THE PLAINEDGE BOARD OF
EDUCATION
PLAINEDGE PUBLIC SCHOOLS

and

THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO,
UNIT 18, NASSAU EDUCATIONAL
LOCAL 865

July 1, 2006 to June 30, 2011

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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Agreement made and entered the 20th day of November, 2006, by and between the "District" (Plainedge Board of Education, Plainedge Union Free School District, Town of Oyster Bay, County of Nassau, New York, and its authorized agents) and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Unit 18, Nassau Educational Local 865 (hereinafter referred to as the Association).

ARTICLE I
RECOGNITION

Section 1. Negotiating Representative

The District recognizes the Association as the sole and exclusive representative and bargaining agent of all Day Cleaner Attendants, Night Cleaner Attendants, Cleaners, Custodians, Maintenance Helpers, Laborers, Groundskeepers, Auto Mechanics, Maintainers, Motor Repair Supervisors, Audio-Visual Technicians, Maintenance Supervisors, Supervising Groundskeepers, Assistant Head Custodians, Head Custodians, Bus Dispatchers (hereinafter referred to as unit employees), employees for negotiating wages, hours and other terms and conditions of employment. This recognition shall continue for the maximum period permissible under Section 208(2) of the Taylor Law.

Section 2. Affirmation

The Association affirms that it does not and shall not assert the right to strike against any government, to assist or participate in any strike, or to impose an obligation to conduct, assist or participate in any such strike.

ARTICLE II
ASSOCIATION RIGHTS

Section 1. Individual Rights

This recognition shall not preclude any individual's right to present to the District any matter relating to this contract provided the Association is given notice and any opportunity to be present at the time such presentation is made.

Section 2. No Discrimination

The Association agrees to represent equally and in a non-discriminating manner all employees without regard to membership or participation in, or association with, the activities of the Association, and to continue to admit unit employees to membership without qualifications other than employment in the school district and payment of dues.

Section 3. Use of Facilities

The Association may use school facilities for meetings provided that such meetings shall not be held during the teaching day or during times which interfere with the instructional program. Regular Building Use Forms will be required except for emergency meetings which are approved by the building principal, the Superintendent or his/her designee.

Section 4. Bulletin Boards

Bulletin board space shall be available in each school for the use by the Unit for the purpose of posting material dealing with proper and legitimate Association business.

Section 5. Mail

The Association shall have the right to use mailboxes of Association members and the district e-mail system for the distribution of communication, notices, circulars and publications to its members.

Section 6. Dues Deductions

The District agrees to make dues deductions from employee's salaries for membership dues of the Association, provided that the employees authorize the District in writing to make such deductions. The District will transmit such funds as directed by the Association.

Section 7. CSEA Conferences

The President and two officers of the Unit shall each be entitled to three (3) days paid leave per year to attend CSEA conferences, workshops and/or conventions with the written approval of the Superintendent of Schools.

Section 8. Meetings

Because the District and Unit #18 are committed to maintaining a collaborative relationship, both groups will meet as needed to discuss matters of mutual interest.

Section 9. Board Minutes

The Board agrees to provide Unit 18 with a copy of the minutes of all regular Board of Education meetings.

Section 10. Office Space

The Board agrees to provide Unit 18 with office space to conduct official union business, if such space is available and not needed for other purposes. The location of this office space will be determined by the District.

Section 11. Release Time

The President of the Plainedge Custodial Unit of the CSEA shall be released from his regular duties for a reasonable time, without loss of pay or benefits, to represent his unit members at all stages of the grievance procedure, to meet with CSEA officials, and to attend all meetings dealing with employee discipline, including investigatory meetings that could lead to disciplinary action.

ARTICLE III
EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Shifts

A) *Custodial employees* shall normally be assigned to one specific building working forty hours per week, 8 hour days, Monday through Friday, on a fifty-two week basis, with the exception of two custodians who shall work in the high school Tuesday through Saturday.

B) *Night Cleaner Attendants* shall normally be assigned to a 26 ½ hour work week plus ½ hour per day for lunch, commencing the first day of the last week in August, and terminating after completion of their shift on the date designated as the official closing of school in June.

C) *Day Cleaner Attendants* shall normally be assigned to a 6 ½ hour day plus ½ hour per day for lunch when school is in session.

D) *Maintenance employees and Groundskeepers* shall normally be assigned an eight hour day between the hours of 7:00 AM and 4:00 PM except when conditions require that their schedule be changed to do emergency work.

E) The *Groundskeepers* shall work within a building on the day shift between October 15th and March 15th, if required by the District.

F) The District may schedule new employees for any five day shift. A new employee is considered any unit member who was hired after July 1, 2006.

G) Full-time employees shall work eight hours per shift with an on-duty meal break of 30 minutes. A rest period of 15 minutes is allowed in each 4-hour work period.

H) If deemed necessary by the District, there will be a 12:00 AM to 8:00 AM shift in any building(s).

Section 2. Overtime

A) All time worked prior to or after a regular 8 hour day shall be paid at the rate of one and one-half times the hourly rate. Overtime is based on the salary schedules in Appendices A through E; overtime excludes longevity, night differential, and building checks in its calculation.

B) For work (other than snow removal) on a contractual holiday, employees shall be paid at the rate of one and one-half times the hourly rate for hours worked plus one day at the holiday rate.

C) In the event of an emergency call back to work, employees shall be granted a minimum of two (2) hours of overtime at their hourly pay rate; and, on a Sunday, the employee shall be guaranteed a four hour minimum straight time pay.

D) Cleaner Attendants who work a 26 ½ hour week will be granted one and one-half times the hourly rate for any hours worked over 26 ½ hours.

E) When overtime or holiday work is required, at the request of the District, it shall be performed by unit employees. The head custodian shall be responsible for providing employee coverage for such work in his/her building. Over time hours shall be distributed as equally as is possible among building employees, including head custodians. However, all overtime shall be subject to the prior approval of the District.

F) When it is not possible to find coverage in a building for overtime work, the District shall implement a “round robin” process. Each July, the District will survey all unit employees to determine if they are interested in overtime work. If, however, an employee is contacted to work overtime and refuses the assignment three (3) times in a row, that employee will be removed from the list for the duration of the year.

G) Reasonable notice will be given to employees requested to work overtime except in cases of emergency.

H) Notwithstanding the above, the District shall have the right to employ twelve (12) part-time individuals (floaters) who will serve the District as substitute employees. Floaters may be used to cover a vacant position while a search is being conducted to fill that position. Every effort will be made by the District to fill the position as quickly as reasonably is possible.

Section 3. Snow Days/Snow Removal

A) Employees shall work when schools are closed due to inclement weather. Failure to report for work will result in the loss of pay for the absence and loss of one turn of overtime opportunity. The absence may not be charged as a sick or personal day unless previously approved by the District.

B) Time and a half will be paid for work on snow days for any reasonable eight (8) hour shift starting in the morning.

C) Double time shall be paid for hours worked for snow removal on Sunday.

D) Double time shall be paid for hours worked plus one day's pay for snow removal on a contractual holiday.

Section 4. Summer Schedule

During vacation periods, conference days and the summer months when the schools are closed, all employees will work their normal day schedule, except in buildings where summer classes are being held and/or when conditions otherwise require the use of buildings.

Section 5. Out of Title

A) No employee, except during vacations, shall work out of title for more than one week in a four week period, unless properly compensated. Such compensation shall begin with the second week.

B) When an employee fills in for a Head Custodian, (s)he shall receive compensation on his/her salary step computed on the Head Custodian schedule. The employee will not receive overtime for building checks. In no case, shall an employee work out of title without the expressed written consent of the District.

Section 6. Absences

Employees shall be punctual and regular for work. If an employee is detained from work due to illness or other cause, he/she shall notify the Head Custodian as soon as possible, before work period, to explain the absence and its possible duration.

Section 7. Uniforms

A) Color-differentiated uniforms are provided by the District and must be worn at all times. Uniforms are to be kept neat and clean.

- B) Each full time employee will receive five (5) uniforms during their first year of employment, and three (3) new uniforms each year thereafter.
- C) The initial issue will consist of: five (5) trousers and five (5) shirts, either long sleeved and/or short sleeved. Three (3) pairs of trousers and three (3) shirts, either long-sleeved and/or short-sleeved, will be replaced each year thereafter. Additional replacements may be made at the discretion of the District.
- D) Day and Night Cleaner Attendants shall receive three (3) uniforms during their first year of employment, and two (2) new uniforms each year thereafter.
- E) Annual replacements will be provided by the District by September 1 of each year.

ARTICLE IV
SALARY AND BENEFITS

Section 1. Salary

A) Each member's salary shall be increased by 3.5% each year of this contract. This increase is reflected in the following salary schedules:

- APPENDIX A: 2006-2007 Salary Schedule
- APPENDIX B: 2007-2008 Salary Schedule
- APPENDIX C: 2008-2009 Salary Schedule
- APPENDIX D: 2009-2010 Salary Schedule
- APPENDIX E: 2010-2011 Salary Schedule

B) A new employee will be placed on the first step of the schedule appropriate to his/her assigned position unless the employee has transferred from another district, has credit for prior service in Plainedge, or is given credit for prior experience.

C) Promotions of full-time employees shall be made by a lateral move on the salary scale.

D) Unit employees will advance to the next salary step on July 1st, September 1st or February 1st, whichever date is closest to the employee's hiring date.

Section 2. Longevity Pay

A) Longevity Pay will be awarded to employees as follows:

- Cleaner/Attendants shall be eligible for:
 - A total amount of \$400 per year at the beginning of the 11th year
 - A total amount of \$800 per year at the beginning of the 16th year
 - A total amount of \$1,200 per year at the beginning of the 21st year
 - A total amount of \$1,600 per year at the beginning of the 26th year

- Full time employees shall be eligible for:
 - A total amount of \$800 per year at the beginning of the 11th year
 - A total amount of \$1,600 per year at the beginning of the 16th year
 - A total amount of \$2,400 per year at the beginning of the 21st year
 - A total amount of \$3,200 per year at the beginning of the 26th year

B) Longevity payment will be awarded on July 1st, September 1st or February 1st, whichever date is closest to the employee's hiring date.

C) Longevity Pay as stated above will not increase during the term of this contract.

Section 3. Night Service

A) Full time employees (40 hour week) including the Assistant Head Custodian at the High School who work the night shift will receive \$371 in addition to their salary for 2006-07. This amount shall increase annually by 3.5% during the term of this contract. The "night" shift for purposes of this differential begins at noon or later.

B) Full time employees (40 hour week) who work the midnight to 8:00 AM shift will receive \$495 in addition to their salary for 2006-07. This amount shall increase annually by 3.5% during the term of this contract.

Section 4. Building Checks

In 2006-07, a stipend of \$1,974 will be added to the Head Custodian's salary or to that individual in each building who is responsible for checking the buildings on Saturdays, Sundays and holidays. This amount shall increase annually by 3.5% during the term of this contract.

Section 5. Pay Periods

Salaries will be paid twice a month, on the 15th and on the last day of each month. In the event that the scheduled pay day is not a working day, checks will be issued on the preceding working day.

Section 6. Health Insurance

A) The District will contribute 80% of the cost of the individual or family health insurance premium during the term of this contract. Family coverage for employees may include domestic partners as defined by the insurance carrier.

B) Upon retirement through the Employee's Retirement System, the District will contribute the State minimum share for eligible employees.

A) Employees who were enrolled in the District's health insurance program for at least two (2) years may opt out in exchange for a lump sum payment equal to 50% of the District's per capita premium contribution for the level of coverage for which the employee is eligible.

Section 7. Dental Insurance

The District shall contribute eleven (\$11.00) dollars per month on behalf of each member of the unit towards the cost of individual dental insurance coverage in a group dental insurance plan to be selected by the Association.

Section 8. Terminal Separation Compensation

A) Eligibility for terminal separation compensation is based upon fulfillment of all of the following conditions:

1. The employee has given thirty days' written notice of resignation.
2. The employee has completed four consecutive, active years of service in the Plainedge School District immediately prior to the termination of employment.
3. The employee is not resigning at the request of the District in order to avoid the filing of charges under the provisions of Section 75 of the Civil Service regulations.

B) The District will provide terminal separation compensation for accumulated sick time to a maximum of 180 days, as follows: 1/10th of 1% of annual salary for first 90 days and 2/10ths of 1% of annual salary for the second 90 days.

Section 9. Tax Sheltered Annuities

All employees will be given an opportunity to participate in a tax sheltered annuity program within the limits established by the District and the Internal Revenue Service.

Section 10. Workers' Compensation

A) The School District shall carry Workers' Compensation Insurance as provided by law.

B) Employees must report all injuries, no matter how slight, immediately to his/her supervisor.

C) An employee who loses time due to an injury covered by the Workers' Compensation Law may elect to charge such time off to his/her accumulated sick leave. When the District is reimbursed by the insurance carrier, the sick leave shall be credited with a number of days equal to the amount of workers' compensation pay received, divided by his/her daily rate of pay.

D) In lieu of the foregoing, the employee may accept Workers' Compensation benefits only.

Section 11. Disability Insurance

The employee disability plan, outlined in the pamphlet, LTD Insurance Plan, Plainedge Union Free School District, CSEA Local 1000, Unit 18 will be provided to eligible members of the unit for the term of this contract. The district shall have the right to change insurance carriers provided that all benefits remain the same.

Section 12. Life Insurance

Subject to availability and the approval of the district's insurance carrier, unit employees with less than three years of service who work 20 or more hours per week are to receive \$8,000 of fully paid life insurance coverage and unit employees with three or more years of service who work 20 or more hours per week are to receive \$20,000 of fully-paid life insurance coverage. If the improvement in this benefit is not available, the parties agree to negotiate another benefit of substantially equal cost.

Section 13. Credit Union

Each unit member shall have the option to have a specified amount deducted from his/her paycheck and deposited by the District in an account in the Nassau Educators Federal Credit Union. Notice must be given by each employee by May 15 of each year as to the amount to be deducted starting September 1 of that year. Adjustments in the specified amount deducted may only be made prior to December 31, to be effective beginning with the first paycheck in February. An employee may withdraw from the plan at any time with three weeks notice. Loan arrangements processed through the Credit Union will constitute an acceptable change during the course of the academic year.

ARTICLE V
VACATIONS AND HOLIDAYS

Section 1. Vacations

A) Employees shall receive:

- One day per each full month as a vacation day, not to exceed 10 days, for all full time employees up to one year of service;
- 10 days after 1 year of service completed by June 30th;
- 15 days after 5 full years of service completed by June 30th.
- 1 added day per year after the 10th year to a maximum of twenty working days completed by June 30th.

B) If the starting date for full time employment occurs on or prior to the 15th of the month, a full day of vacation shall be credited for that month. If a starting date is after the 15th, there will be no vacation credited for that month.

C) The same principle will be applied to computing vacation for the last month preceding termination.

D) Annual vacation compensation will be paid together with the employee's last paycheck prior to the start of approved vacation.

E) If an employee's employment terminates for any reason, the employee or his/her next of kin shall receive his/her pro rata vacation pay at the time of his/her termination of employment.

F) If a holiday as defined in Section 2 of this article should occur during a vacation period, such vacation shall be extended one day.

G) Vacations shall be taken between the close of school in June and August 31st of each year. Vacation periods shall be assigned on a seniority basis in individual buildings. After consultation and discussion with the department head and/or Head Custodian and at the sole discretion of the District, a limited use of vacation days may be allowed throughout the year, during the Christmas recess, and the Easter recess

H) Head Custodians shall not have a summer vacation period longer than two consecutive weeks unless approved by the District. Additional vacation time may be taken by the Head Custodian at the sole discretion of the District.

I) Night Cleaners/Attendants shall receive five (5) paid vacation days during either the Christmas or Easter recess as approved by the District.

Section 2 **Holidays**

A) There shall be fourteen (14) paid holidays each year as follows:

- New Year's Day
- Good Friday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Eve Day
- Martin Luther King's Birthday
- Yom Kippur

B) All employees shall also receive a religious holiday on either Rosh Hashanah or Holy Thursday.

C) If any of the above holidays or Holy Thursday occur on a day when school is in session, the employee shall work, but receive a compensatory day off. This day shall be mutually agreed upon. If no agreement is reached, such compensatory day shall be taken at a time designated by the District.

D) In addition, if Christmas Eve Day occurs on a working day (Monday through Friday), employees will be granted a holiday. In the event that Christmas Eve falls on a Saturday or Sunday, the preceding Friday shall be a holiday.

Section 3. **Sick Leave**

A) All full time employees shall be granted twelve (12) days of sick leave annually, cumulative to 180 days. Such sick days shall accumulate at the rate of one (1) day per month. Accumulated sick leave shall not be applied to vacation time.

B) Any employee who is absent for more than three consecutive working days due to personal illness may be required to submit a doctor's certificate upon return to duty or intermittently as requested by the District. Additionally, any employee out for more than three days will be considered to be on FMLA. FMLA requires employers to maintain group health insurance coverage while the employee is on FMLA status, at the same terms as if the employee continued to work. Any FMLA leave will be counted against the employee's annual FMLA leave entitlement.

C) Employees who fall ill while on vacation due to a Workers' Compensation injury or accident may use their sick time for the remainder of the illness and have their time adjusted, provided, however, that proper notification is given and a doctor's certificate is presented.

D) Leave of Absence without pay—after 12 weeks of absence, an employee can apply for leave without pay status. All benefit costs are the responsibility of the employee; additionally, no vacation, sick or personal time will accrue and seniority will be adjusted accordingly.

Section 4. Special Absence (Personal) Days

A) Full time employees shall be allowed two (2) days per year for personal reasons which require time that cannot be scheduled on Saturdays or after the work day. Part-time employees will receive one (1) special absence per year. Special absence requests shall be submitted to the immediate supervisor on a Special Absence Request Form signed by the employee. Special absence days shall not be used to extend any holiday, long weekend, or vacation, nor may such days be used for outside paid employment.

B) In the case of an emergency, the request may be called in or walked through to the employee's supervisor. In those emergency cases, specific reasons must be stated.

C) Special absence days are not cumulative as such, but when unused shall be applied to accumulated sick leave time.

Section 5. Bereavement Leave

In the event of a death occurring in the immediate family, a domestic partner, or a relative residing in the same house, the employee shall be granted a leave of absence for bereavement, with full compensation, up to 5 work days. Immediate family is defined as the employee's spouse, children, parents, brothers, sisters, grandparents, mothers and fathers-in-law, brothers and sisters-in-law and grandparents-in-law.

Section 6. Jury Duty

Time off will be given if an employee is required to serve as a juror. Compensation will be at regular pay, minus the compensation received for jury duty, for the days on which appearance as a juror was required.

Section 7. Armed Forces Service Leave

Employees called to serve in the Armed Forces of the United States shall be entitled to seniority credits for the time served therein, including increments, upon their return.

ARTICLE VI
SENIORITY, PROMOTIONS AND REASSIGNMENTS

Section 1. Seniority

Seniority (within each job title) shall be based on the date of commencement of most recent continuous full-time working employment in the District.

Section 2. Promotions

An applicant assigned to a promotional position may rescind his application for the promotion at any time with the 30 day period and return to his former position without prejudice. If, after the 30 day period, the employee wishes to leave the promotional position, he must accept whatever opening exists.

Section 3. Job Openings

The District agrees to announce vacancies for all positions covered by this agreement, and will give consideration to all applications from qualified unit members in filling such vacancies.

Section 4. Lay-offs

If lay-offs become necessary, provisional and probationary employees within the District shall be laid off before any permanent employee. If, after all provisional and probationary employees have been laid off and further reductions in the work force are necessary, the employer shall lay off in accordance with the principle of seniority within the District: the last person hired shall be the first person laid off and the last person laid off shall be the first person recalled. Benefits and seniority shall not accrue for time on extended leaves without pay.

Section 5. Recall

A) Before hiring any new employees following a layoff, the available work must first be offered to laid off employees by sending a written notice to the employee by

ARTICLE VII
LEGAL ASSISTANCE

Section 1. Legal Counsel

The Board agrees to defend the employee in any action arising out of employee's proper performance of his/her duty, as provided in Section 3023 of the Education Law.

Section 2. Compensation for Lost Time

If an assault on an employee results in loss of working time, employee shall be paid in full and such paid absence shall not be deducted from any sick leave to which such employee is entitled under this contract. Any workers' compensation benefits due to employee during this period shall be paid to the school district to the extent of the amount paid out by the District.

ARTICLE VIII
MISCELLANEOUS

Section 1. Personnel Files

There shall be only one official employee personnel file. Upon request by the employee, he/she shall be permitted to examine material in such file, relative to his/her service in the District. The employee shall have the right to answer in writing any material filed relative to his/her service in the District, and his/her answer shall be attached to the file copy.

Section 2. Hazardous Conditions

It shall be the duty of all employees to see that all working conditions are free from hazards. Such situations should be immediately reported to his/her supervisor.

Section 3. Mileage

Employees (with the proper approval) will be reimbursed for use of their personal vehicles at the rate prescribed by the Board of Education.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 1. Definition of Grievance

The term "grievance" shall mean any dispute between the parties hereto with respect to the meaning or interpretation of any provision of this agreement. The denial of tenure shall not constitute a grievance within the meaning of this contract and shall not be an arbitral matter.

Section 2. Procedure

A) Stage 1 - An employee of the unit who claims to have a grievance shall present his grievance to his immediate supervisor, i.e., custodian to head custodian; head custodian to District supervisor in writing within ten working days after the grievance occurs specifying the grievance and requesting a conference to discuss the grievance.

The Supervisor shall discuss the grievance with the employee and shall make such investigation as he deems appropriate.

Within ten working days after presentation of the grievance to the Supervisor, said Supervisor shall make his/her decision and communicate the same in writing to the employee presenting the grievance, to the Superintendent of Schools, or his designee, and to the President of the Unit.

B) Stage 2 - If the grievance is not resolved, an appeal from the first stage may be made to the Superintendent of Schools, or his designee, within five working days of receipt of written decision as follows:

- a) C.S.E.A. or the employee and/or his representative may request in writing, a hearing with the Superintendent of Schools, or his designee, to review the determination made in the 1st stage of this procedure. The Office of the Superintendent of Schools shall set a date for said hearing within five working days of the receipt of this request, and shall notify the grievant and/or the C.S.E.A. of this date. The hearing shall take place within ten (10) working days of the receipt of the request. The Superintendent of Schools shall submit to the C.S.E.A. or the employee and/or his representative his findings and/or decision upon such review within (10) working days after the conclusion of said hearing.
- b) The C.S.E.A. has the right at the hearing to make an oral or written presentation of its view on the grievant.

C) Stage 3 - Either party to this agreement may appeal from the determination of the Superintendent of Schools after the completion of the 1st stage and the 2nd stage, as outlined under this procedure, upon written notice to the American Arbitration

Association, copy thereof mailed simultaneously to the other party. The Voluntary Labor Arbitration Rules of American Arbitration Association shall apply. The cost of any such arbitration excluding attorney's fees shall be borne equally by the District and the C.S.E.A.

- a) The arbitrator shall have no power or jurisdiction to add to, delete from, or modify any of the terms of this agreement made supplementary hereto.
- b) The award of such arbitration shall not be final or binding but shall be advisory in nature only and shall include a statement of the arbitrator's findings of fact, conclusions and recommendations.
- c) The Board had the legal responsibility to make a determination in these cases. However, the Board pledges to give careful consideration to the recommendations of the arbitrator in exercising this responsibility. Action by the Board will be taken within thirty (30) days after receipt of the arbitrator's report and recommendations.
- d) The employee instituting a grievance shall have the right to appear personally, or through the C.S.E.A., or any other representative of his own choice. If the employee does not designate the C.S.E.A., it shall have the right to be present at all stages of the procedures.
- e) The Superintendent of Schools, or his designee, and the C.S.E.A. may, by mutual agreement, agree to waive the first stage of the foregoing grievance procedure for matters which are of district-wide implication.

ARTICLE X
CONFORMITY WITH SECTION
204-a OF THE TAYLOR LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE 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.

ARTICLE XI
FAIR LABOR STANDARDS ACT

The parties agree to reopen negotiations on any matter which may be subject to the Federal Fair Labor Standards Act and its impact on this contract.

ARTICLE XII
DURATION

The provisions of this Agreement shall be effective July 1, 2006 and shall continue in full force and effect until June 30, 2011.

By: Michael J. Howard
President Unit # 18

11/22/06
Date

By: John A. Griffin
Superintendent of Schools

11/22/06
Date

This contract was approved by the Plainedge Board of Education at their Regular Business Meeting of November 16, 2006.

Catherine Kelley
Catherine Kelley, District Clerk

11/22/06
Date

Appendix A

Salary Schedule July 1, 2006 - June 30, 2007

Steps	Day Cleaner/ Attendant	Night Cleaner/ Attendant	Cleaner	Custodian	Groundskeeper	Auto Mech/ Maintainer	Motor Repair Supv.	AV Technician	Senior Maintainer	Maintenance Supervisor	Supervising Groundskeeper	Asst. Bus Dispatcher	Asst. Head Custodian	Head Custodian I	Head Custodian II	Head Custodian III
1	20,463	21,856	36,474	38,922	42,204	43,136	50,670	48,878	44,351	45,966	45,497	38,982	41,973	44,537	45,966	50,247
2	21,158	22,379	37,404	39,854	43,136	44,069	51,660	50,857	45,284	46,916	46,443	39,914	42,927	45,492	46,916	51,201
3	21,857	22,905	38,335	40,784	44,069	44,998	52,721	52,847	46,212	47,874	47,396	40,848	43,882	46,443	47,874	52,149
4	22,561	23,527	39,500	41,948	45,237	46,169	53,650	54,829	47,383	49,062	48,580	42,016	45,066	47,631	49,062	53,339
5	23,259	24,193	40,668	43,117	46,397	47,337	54,639	56,814	48,551	50,247	49,773	43,179	46,253	48,819	50,247	54,527
6	23,655	24,816	41,833	44,283	47,565	48,501	55,635	58,799	49,714	51,436	50,967	44,346	47,441	50,004	51,436	55,720
7	24,663	25,586	43,239	45,682	48,970	49,897	56,629	60,787	51,110	52,859	52,382	45,742	48,870	51,435	52,859	57,136
8	25,354	26,351	44,635	47,082	50,367	51,299	57,615	62,773	52,512	54,286	53,817	47,146	50,296	52,859	53,977	58,565
9	26,054	26,992	45,801	48,248	51,533	52,465	58,609	63,714	53,679	55,475	55,006	48,312	51,485	54,286	55,720	60,001
10	26,445	27,397	46,488	48,972	52,306	53,252	59,603	64,670	54,484	56,307	55,831	49,037	52,258	55,506	56,938	61,219

Appendix B

Salary Schedule July 1, 2007 - June 30, 2008

Steps	Day Cleaner/ Attendant	Night Cleaner/ Attendant	Cleaner	Custodian	Groundskeeper	Auto Mech/ Maintainer	Motor Repair Supv.	AV Technician	Senior Maintainer	Maintenance Supervisor	Supervising Groundskeeper	Asst. Bus Dispatcher	Asst. Head Custodian	Head Custodian I	Head Custodian II	Head Custodian III
1	21,179	22,621	37,750	40,284	43,681	44,646	52,443	50,589	45,903	47,574	47,090	40,346	43,442	46,096	47,574	52,006
2	21,899	23,162	38,713	41,249	44,646	45,611	53,468	52,638	46,869	48,558	48,068	41,311	44,429	47,084	48,558	52,994
3	22,622	23,707	39,677	42,212	45,611	46,573	54,567	54,697	47,830	49,550	49,055	42,277	45,418	48,068	49,550	53,974
4	23,351	24,350	40,883	43,417	46,821	47,785	55,528	56,748	49,041	50,780	50,280	43,487	46,643	49,298	50,780	55,206
5	24,073	25,039	42,091	44,626	48,021	48,994	56,551	58,802	50,251	52,006	51,515	44,690	47,872	50,528	52,006	56,436
6	24,483	25,685	43,297	45,833	49,230	50,199	57,582	60,857	51,454	53,236	52,751	45,898	49,101	51,754	53,236	57,670
7	25,527	26,481	44,753	47,281	50,683	51,643	58,611	62,915	52,899	54,709	54,215	47,343	50,581	53,235	54,709	59,136
8	26,242	27,274	46,197	48,729	52,130	53,094	59,632	64,970	54,350	56,186	55,700	48,796	52,057	54,709	55,866	60,615
9	26,966	27,937	47,404	49,936	53,337	54,301	60,660	65,944	55,558	57,417	56,931	50,003	53,287	56,186	57,670	62,101
10	27,371	28,356	48,115	50,686	54,137	55,116	61,689	66,933	56,391	58,278	57,785	50,753	54,087	57,449	58,931	63,361

Appendix C

Salary Schedule July 1, 2008 - June 30, 2009

Steps	Day Cleaner/ Attendant	Night Cleaner/ Attendant	Cleaner	Custodian	Groundskeeper	Auto Mech/ Maintainer	Motor Repair Supv.	AV Technician	Senior Maintainer	Maintenance Supervisor	Supervising Groundskeeper	Asst. Bus Dispatcher	Asst. Head Custodian	Head Custodian I	Head Custodian II	Head Custodian III
1	21,920	23,413	39,071	41,694	45,210	46,209	54,279	52,359	47,510	49,240	48,738	41,758	44,962	47,710	49,240	53,826
2	22,665	23,973	40,068	42,693	46,209	47,208	55,340	54,480	48,510	50,257	49,751	42,757	45,984	48,732	50,257	54,848
3	23,414	24,537	41,066	43,689	47,208	48,203	56,476	56,611	49,504	51,284	50,772	43,757	47,008	49,751	51,284	55,864
4	24,168	25,202	42,314	44,936	48,459	49,457	57,471	58,734	50,758	52,557	52,040	45,009	48,276	51,023	52,557	57,139
5	24,916	25,916	43,564	46,188	49,702	50,709	58,530	60,861	52,009	53,826	53,318	46,255	49,547	52,296	53,826	58,411
6	25,340	26,584	44,812	47,437	50,953	51,956	59,597	62,987	53,255	55,100	54,597	47,505	50,820	53,565	55,100	59,688
7	26,420	27,408	46,319	48,935	52,457	53,450	60,663	65,117	54,750	56,624	56,113	49,000	52,351	55,099	56,624	61,206
8	27,160	28,228	47,814	50,435	53,955	54,952	61,719	67,244	56,252	58,153	57,650	50,504	53,879	56,624	57,822	62,737
9	27,910	28,915	49,063	51,684	55,204	56,202	62,784	68,252	57,502	59,426	58,924	51,753	55,152	58,153	59,688	64,275
10	28,329	29,349	49,799	52,460	56,032	57,045	63,848	69,276	58,365	60,318	59,807	52,530	55,980	59,459	60,994	65,579

Appendix D

Salary Schedule July 1, 2009 - June 30, 2010

Steps	Day Cleaner/ Attendant	Night Cleaner/ Attendant	Cleaner	Custodian	Groundskeeper	Auto Mech/ Maintainer	Motor Repair Supv.	AV Technician	Senior Maintainer	Maintenance Supervisor	Supervising Groundskeeper	Asst. Bus Dispatcher	Asst. Head Custodian	Head Custodian I	Head Custodian II	Head Custodian III
1	22,687	24,232	40,439	43,153	46,792	47,826	56,178	54,192	49,172	50,963	50,444	43,220	46,536	49,379	50,963	55,710
2	23,459	24,812	41,470	44,187	47,826	48,860	57,276	56,387	50,208	52,016	51,492	44,254	47,594	50,438	52,016	56,768
3	24,233	25,396	42,503	45,218	48,860	49,890	58,453	58,592	51,237	53,079	52,549	45,289	48,653	51,492	53,079	57,819
4	25,014	26,084	43,795	46,509	50,155	51,188	59,483	60,790	52,534	54,396	53,861	46,584	49,965	52,809	54,396	59,138
5	25,788	26,823	45,089	47,804	51,441	52,484	60,579	62,991	53,830	55,710	55,184	47,873	51,281	54,126	55,710	60,456
6	26,227	27,514	46,381	49,097	52,737	53,774	61,683	65,192	55,119	57,028	56,508	49,168	52,599	55,440	57,028	61,778
7	27,345	28,368	47,940	50,648	54,293	55,321	62,786	67,396	56,666	58,606	58,077	50,715	54,183	57,027	58,606	63,348
8	28,111	29,216	49,487	52,200	55,843	56,876	63,879	69,597	58,221	60,188	59,667	52,272	55,764	58,606	59,845	64,933
9	28,887	29,927	50,780	53,493	57,136	58,169	64,981	70,641	59,515	61,506	60,986	53,565	57,083	60,188	61,778	66,524
10	29,320	30,376	51,542	54,296	57,993	59,041	66,083	71,701	60,408	62,429	61,901	54,368	57,939	61,540	63,129	67,874

Appendix E

Salary Schedule July 1, 2010 - June 30, 2011

Steps	Day Cleaner/ Attendant	Night Cleaner/ Attendant	Cleaner	Custodian	Groundskeeper	Auto Mech/ Maintainer	Motor Repair Supv.	AV Technician	Senior Maintainer	Maintenance Supervisor	Supervising Groundskeeper	Asst. Bus Dispatcher	Asst. Head Custodian	Head Custodian I	Head Custodian II	Head Custodian III
1	23,481	25,080	41,854	44,664	48,430	49,500	58,145	56,088	50,893	52,747	52,209	44,732	48,164	51,108	52,747	57,660
2	24,280	25,680	42,922	45,734	49,500	50,570	59,281	58,360	51,965	53,837	53,294	45,802	49,260	52,203	53,837	58,755
3	25,081	26,284	43,991	46,801	50,570	51,637	60,499	60,643	53,030	54,937	54,388	46,874	50,356	53,294	54,937	59,842
4	25,890	26,997	45,328	48,137	51,911	52,980	61,565	62,917	54,373	56,300	55,746	48,215	51,714	54,658	56,300	61,208
5	26,690	27,762	46,667	49,478	53,242	54,320	62,699	65,195	55,714	57,660	57,116	49,549	53,076	56,021	57,660	62,572
6	27,145	28,477	48,004	50,816	54,582	55,656	63,842	67,473	57,048	59,024	58,485	50,888	54,439	57,380	59,024	63,940
7	28,302	29,361	49,618	52,421	56,194	57,258	64,984	69,755	58,650	60,657	60,109	52,490	56,080	59,023	60,657	65,565
8	29,095	30,239	51,219	54,027	57,798	58,866	66,115	72,033	60,258	62,295	61,756	54,101	57,716	60,657	61,940	67,205
9	29,898	30,974	52,557	55,365	59,136	60,205	67,255	73,113	61,598	63,659	63,120	55,439	59,081	62,295	63,940	68,853
10	30,347	31,439	53,346	56,196	60,023	61,108	68,395	74,210	62,522	64,614	64,067	56,271	59,967	63,694	65,338	70,250



DISTRICT ADMINISTRATION BUILDING
241 WYNGATE DRIVE, N. MASSAPEQUA, NY 11758
(516) 992-7455 FAX (516) 992-7446

JOHN A. RICHMAN, ED. D.
SUPERINTENDENT OF SCHOOLS

March 7, 2007

Mike Powers, President
Unit 18, CSEA Local 865

RE: Calculation of Overtime

As per our conversation of January 24, 2007, the contract incorrectly defines the term "overtime" in Article III, Section 2.

The current language reads:

...overtime **excludes** longevity, night differential, and the building checks in its calculation.

The corrected language shall read:

...overtime **includes** longevity, night differential, and the building checks in its calculation.

As a result of the error in language, adjustments on overtime will be made retroactive to July 1, 2006 as soon as is reasonably possible.

Agreed upon by:

A handwritten signature in black ink, appearing to read 'John A. Richman', written over a horizontal line.

Dr. John A. Richman, Superintendent of Schools

A handwritten signature in black ink, appearing to read 'Mike Powers', written over a horizontal line.

Mike Powers, President, Unit 18

Dated: March 7, 2007

C: Tricia Rufo, Assistant Superintendent for Business
Cathy Kelley, District Clerk

THIS RENEWAL AGREEMENT, made this 20th day of April, 2007, between **PLAINEDGE SCHOOL DISTRICT (CUSTODIAL)** (hereinafter the EMPLOYER) with offices located at 241 Wyngate Drive, No. Massapequa, New York 11758 and the **CSEA EMPLOYEE BENEFIT FUND** (hereinafter the FUND), a Trust, with offices located at One Lear Jet Lane, Suite One, Latham, New York 12110-2395.

WHEREAS, the parties have heretofore entered into an agreement dated June 28, 1996 (the "Original Agreement"), for the provision by the FUND of certain benefits to the EMPLOYER'S covered employees, which Original Agreement was most recently extended by Renewal Agreement dated June 18, 2003 (as extended, the "Agreement"), and

WHEREAS, the parties desire to continue the provision of said benefits upon the terms and conditions contained in the Agreement, except as modified hereby,

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. The FUND shall provide benefits to the EMPLOYER'S covered employees under the following benefit PLAN(S) established by the FUND:

DUTCHESS DENTAL PLAN

2. The EMPLOYER shall pay the FUND the following amounts per covered employee per month:

A. **DUTCHESS DENTAL PLAN**

- (i) from July 1, 2006 to June 30, 2007, \$75.89;
- (ii) from July 1, 2007 to June 30, 2008, \$87.88;
- (iii) from July 1, 2008 to June 30, 2009, \$90.96;
- (iv) from July 1, 2009 to June 30, 2010, \$95.51;
- (v) from July 1, 2010 to June 30, 2011, to be determined pursuant to paragraph 3 hereof.

3. The parties acknowledge that as of the date hereof, the FUND has not established rates for the PLAN(S) described in Paragraph 1 hereof beyond June 30, 2010. On or before December 31, 2009, the FUND shall advise the EMPLOYER of the rates to be charged under the applicable PLAN(S) for the period from July 1, 2010 to June 30, 2011. The FUND's obligations to provide benefits to covered employees under the applicable PLAN(S) for any period after June 30, 2010 shall be contingent upon the EMPLOYER's written agreement to pay the rates established by the FUND for the period in question and provided to the EMPLOYER as aforesaid.

4. The rates set forth in Paragraph 2 above are based on the EMPLOYER'S agreement to enroll one hundred percent (100%) of the employees required to be covered under the applicable collective bargaining agreement. In the event that the EMPLOYER ceases to pay for one hundred percent (100%) of such employees to be covered, the FUND shall have the right to adjust upward the amount of the payments required to be made for each employee under Paragraph 2 hereof to reflect the actual participation percentage, rounded to the nearest ten percent (10%) (e.g., if the participation percentage were 63%, the rate would be the 60% rate and if the participation percentage were 66%, the rate would be the 70% rate).

5. Article II, Section 1 and Article IV, Section 1 are hereby amended by deleting "One hundred percent (100%)" therefrom and substituting "Ninety percent (90%)" in place thereof.

6. Article I, Section 3 of the Agreement is hereby deleted and replaced with the following:

"3. ELIGIBLE EMPLOYEE shall mean every public sector employee validly appearing on the EMPLOYER's payroll who is neither assigned to a bargaining unit represented by a union that competes with CSEA nor eligible to be unionized under applicable laws; provided, however, that any eligible employee assigned to a bargaining unit represented by a union that hereafter begins to compete with CSEA shall cease to become an eligible employee as of the last day of the month in which such other union begins to compete with CSEA."

7. Article IX, Section 2 of the Agreement is hereby deleted and replaced with the following:

"2. If, at the expiration of the collective bargaining agreement guaranteeing benefits under the PLAN(S) no successor agreement has been negotiated between the EMPLOYER and the union, the EMPLOYER agrees (a) to continue coverage in the PLAN(S) identified in this Agreement pursuant to Section 209-a of the Civil Service Law of the State of New York, and (b) to pay for such coverage for its employees at the rates established by the FUND which are in effect as of the day after expiration of the collective bargaining agreement and thereafter come into effect, for the period(s) until a successor collective bargaining agreement has been signed;"


8. This Renewal Agreement is effective as of July 1, 2006 and shall terminate on June 30, 2011 unless sooner terminated by virtue of the decertification of CSEA as the representative of the employees in the bargaining unit required to be covered under this Agreement.

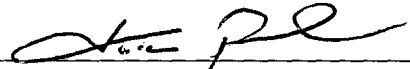
9. Except as expressly modified herein, the terms and conditions of the Agreement are hereby ratified and affirmed and incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement the day and year first above written.

CSEA EMPLOYEE BENEFIT FUND

PLAINEDGE SCHOOL DISTRICT
(CUSTODIAL UNIT)

By: 
Danny Donohue, Chairman

By: 
John A. Richmond, Superintendent of
Schools

