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BC 14786

AGREEMENT

by and between the

CLARKSTOWN CENTRAL SCHOOL DISTRICT

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

Local 1000, AFSCME, AFL-CIO

Clarkstown Buildings and Grounds Unit

Rockland County Local 844

July 1, 2006 - June 30, 2010

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

10859.110/17/2007

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This COLLECTIVE BARGAINING AGREEMENT is entered into by and between the CLARKSTOWN CENTRAL SCHOOL DISTRICT (hereinafter referred to as "the District") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Clarkstown School Buildings and Grounds Employees Unit, (hereinafter referred to as the "Union").

ARTICLE I
RECOGNITION AND UNIT DESIGNATION

The District recognizes the Union as the bargaining agent for its members and all other employees of the District, however classified under Article III, who do custodial, maintenance, and grounds work. Effective July 1, 2009, the positions of Custodian IV and Maintenance Supervisor shall no longer be in the bargaining unit or represented by the Union.

ARTICLE II
DUES CHECKOFF

SECTION 1

The Union shall have the exclusive right to checkoff and transmittal of dues on behalf of each employee in the unit.

SECTION 2

The District agrees to deduct union dues from earned pay of employees covered by this agreement who voluntarily furnish the District with an assignment authorizing such deduction. Union dues shall be deducted and remitted to the union at the address furnished the District.

ARTICLE III
EMPLOYEE CLASSES

SECTION 1

Employees covered by this contract shall be classified as follows:

Full time - an employee who is scheduled to work for forty (40) hours per week on a twelve-month basis.

Less than Full Time - An employee who is scheduled to work at least twenty (20) hours, but less than forty (40) hours per week on a ten- or twelve-month basis. "Less than Full Time" does not include "Part Time."

Part Time - An employee who is scheduled to work less than twenty (20) hours per week on a ten or twelve-month basis.

Seasonal - an employee performing full-time, less than full-time, or part-time work, on a summer or holiday period basis.

The definitions of "Part Time" and "Less than Full Time" have been changed, but the change is one in terminology only. No substantive terms or conditions of employment are intended to be affected by this change in terminology.

SECTION 2

"Part Time" employees shall receive the pay rate provided in Appendix "A" of this agreement for their class of work. The Director of Buildings and Grounds may hire part-time employees at Step 1. "Seasonal" employees shall receive the pay rate provided in Article V, Section 8 of this agreement. "Part Time" and "Seasonal" employees shall not be eligible to receive any other benefits provided by this Agreement.

SECTION 3

Employees hired after February 21, 2001 may be scheduled to work workweeks other than Monday through Friday.

SECTION 4

The District has the authority to require that an employee adjust his/her shift up to an hour earlier or later. Only one such adjustment may be required in any year. The District will seek volunteers before requiring that an employee adjust his/her shift.

ARTICLE IV SENIORITY

SECTION 1

Seniority is defined as length of continuous credited employment in the District's Buildings and Grounds Department from last date of hire. It shall have application to matters as provided by this agreement (except layoff and recall as set forth in Section 3) and shall be considered in filling promotional vacancies.

SECTION 2

Job vacancies shall be posted in the District for five (5) working days to provide the opportunity for an employee to request consideration when such employee is interested in a posted job. In awarding a posted job, the District will give due consideration to qualification, other qualifying factors, and seniority.

SECTION 3

Seniority shall mean continuous service from the first day of hire in the Clarkstown Central School District. Layoffs in the competitive class shall be in accordance with Civil Service regulations. Layoffs in the non-competitive class shall be by inverse seniority within the non-competitive classification. Recall from layoff, when required, shall be in inverse order of layoff by classification (non-competitive class) based upon review by the Supervisor of Buildings and Grounds, and by Civil Service regulations (competitive class).

For purposes of this Section, the classification of maintenance mechanics shall be considered to be their primary trade (e.g., carpenter, electrician, plumber). Any maintenance mechanic who has been notified of a layoff shall have the opportunity to "bump" a less senior maintenance mechanic in a different primary trade, provided that (s)he proves that (s)he is fully qualified to perform the duties of that less senior maintenance mechanic. The employee to be bumped will be the least senior maintenance mechanic in a trade the bumping employee is qualified to do. If the District adds a regular position in a trade that suffered a layoff, the laid-off employee will have a right to recall for two years after the layoff. If there is an arbitration over the qualification of a maintenance mechanic to bump into another trade, the arbitrator's decision will be binding, Article IX notwithstanding. The District may not lay off in a trade unless the amount of work in that trade has been reduced accordingly, in good faith.

The District shall give three weeks' notice of a layoff of a maintenance mechanic. The maintenance mechanic will then have one week to give notice of any other trade or trades in which (s)he believes (s)he is competent. The District will use the remaining two weeks to decide upon any bumping request.

SECTION 4

A seniority list of Buildings and Grounds employees by classification shall be posted in the Buildings and Grounds office and shall be updated thereafter as the need arises.

ARTICLE V COMPENSATION

SECTION 1

Salaries and hourly rates of pay during the term of this agreement shall be in accordance with Appendix "A" attached to this agreement, which reflects the following increases:

Effective 2006-07 . . . 3.5% + increment
Effective 2007-08 . . . 3.5% + increment
Effective 2008-09 . . . 3.5% + increment
Effective 2009-10 . . . 3.5% + increment

Appendix "A" shall include two separate salary schedules: one grid for those hired on or after July 1, 2006 and another grid for those hired before July 1, 2006.

SECTION 2

An employee who is promoted or advances to a higher paid classification shall receive a minimum salary for the higher paid classification, or such employee's present salary plus an increase, in accordance with the applicable salary schedule in Appendix "A", whichever is greater.

SECTION 3

The Director of Buildings and Grounds shall have the right to withhold salary increments from any employee whose performance he deems unsatisfactory. Salary increments will occur on July 1 for new employees whose performance is satisfactory, providing such employees were hired prior to January 1.

If an increment is to be withheld, the employee shall have the right to a meeting with the Director of Buildings and Grounds to discuss the matter, and to appeal said decision to the Superintendent or his/her designee.

If an increment is withheld, the employee shall have the opportunity to be placed back on the proper scale placement at the next evaluation if, at that time, he is evaluated satisfactorily (e.g. from Step 4 to Step 6).

Increments shall not be unreasonably denied.

SECTION 4

The District shall reimburse employees who use their automobiles for approved job related activities at the rate of 21 cents per mile, or in accordance with the District's current policy, whichever is higher.

SECTION 5

An employee assigned more than seven (7) consecutive days, or fifteen (15) days accumulative, during a school year, in a higher paid classification, shall receive the pay of the higher classification at the equivalent step for the period worked. This provision shall not apply to temporary work assignments as a vacation relief.

SECTION 6

The District will allow the union to offer a Disability Income protection plan, and will allow for voluntary payroll deduction from employees' salaries, to fund such a plan. Employees entering or leaving the plans are required to complete and sign a form for such purpose at least thirty (30) days prior to entering or leaving the plans.

SECTION 7

When an employee is absent because of a compensable injury occurring on the job, the District will pay such employee's regular pay for the 7-day waiting period prior to the commencement of Workers' Compensation benefits. Time absent during this period because of the disability shall not be charged against an employee's credited sick leave.

SECTION 8

The hourly rates for Seasonal employees shall range from \$8 to \$11. The Director of Buildings and Grounds may hire Seasonal employees within that range of rates.

SECTION 9

Unit members with more than 21 full years of service shall receive additional compensation of \$500 per school year. For purposes of Article V(3), this additional compensation shall be considered a salary increment.

ARTICLE VI
HEALTH, DENTAL, AND LIFE INSURANCE

SECTION 1

The District shall make group health, dental and life insurance available to all eligible employees (and dependents) who regularly work at least twenty (20) hours per week. The limits of coverage shall be as provided in the certificates issued by the insurance carrier. The District's contribution to health insurance coverage shall be as follows, with the remainder to be borne by the employee:

<u>Year</u>	<u>Percentage of Premium Paid by the District</u>
2006-07	62%
2007-08	63%
2008-09	64%
2009-10	65%

SECTION 2

A. Employees and their dependents eligible under this agreement shall have the opportunity to elect coverage under one of the group contracts for health insurance entered into between the employer and one of several health insurance providers. The contribution of the employer toward the premium for such group health insurance coverage so elected shall not exceed the percentages set forth above.

B. The Board reserves its right to transfer all or any part of the health benefit plans from the providers currently under contract with the employer to successor providers at any time during the term of this agreement, provided that substantially equivalent coverage is offered to

the insured employees and such employees' covered dependents as a result of such change. Neither the number nor identities of participating providers of health care nor better record keeping nor improved efficiency in the operation of the successor providers shall be taken into account in determining whether a successor carrier(s) is substantially equivalent to its predecessor(s). The Board guarantees that any successor provider will provide substantially equivalent coverage to that currently provided to the District's employees. In making such guarantee the Board shall rely upon the carrier's representations to it that its coverage shall be substantially equivalent to existing coverage including waiver of pre-existing conditions. It is understood and agreed that, in determining substantial equivalence, a successor provider shall be compared with the incumbent provider. Should a dispute arise between the Board and the Union as to a claimed lack of substantial equivalency, the parties hereby incorporate and agree to be bound by the Grievance procedure as contained in the applicable agreement, beginning at the final stage of the internal process, for the purpose of resolving substantial equivalency disputes herein. For the purposes of this issue only, the Union has the right to go to binding arbitration before the American Arbitration Association, White Plains, New York relative to issues of substantial equivalency. Such a grievance must be brought, however, within five (5) days of notice that the District intends to change carriers and shall be expedited. Should the dispute resolution process result in a determination that the plans are not broadly substantially equivalent, then the Board has the option to pay the difference upon presentation of such a claim, either directly or by arranging for payment by the successor carrier or to cancel the change in carriers.

C. Pursuant to New York and Federal Law, as amended, the Board will offer to all eligible employees the option of membership in a qualified Health Maintenance Organization ("HMO") effective the first day of the term of this agreement, or within sixty (60) days after this agreement has been executed by the parties hereto, whichever is later in a manner consistent with its health insurance obligations stated elsewhere herein and in accordance with the law.

D. All persons currently eligible for health insurance coverage as defined in the district's agreements with the Carrier and the HMO(s) shall be covered under the Plan and/or the HMO(s) as required by law.

E. The District shall offer both the current Empire Plan with CORE plus medical and psychiatric enhancements, and the CORE-only plan.

F. All persons enrolled shall receive copies of the Plan and the HMO(s) brochures when available and all new employees shall receive copies when beginning employment.

B. A Less than Full Time employee hired before July 1, 1980, after completion of two (2) years of service, shall be credited with six (6) days sick leave per year cumulative up to sixty (60) days. A Less than Full Time employee hired after July 1, 1980, after completion of two (2) years of service, shall be credited with one-half (½) day sick leave per month, to a maximum of six (6) days per year, for personal sickness, cumulative to sixty (60) days.

C. A doctor's certificate is required for absence due to personal sickness or sickness in the immediate family of two (2) or more consecutive days. In addition, the District may require a doctor's certificate for any other absence due to sickness when it has reasonable suspicion to believe that the employee may be abusing sick leave, such as a pattern of attendance indicating possible abuse. In such cases the District shall instruct the employee to report to one of its physicians within twelve hours for a medical examination, in the manner set forth in Article VIII(6)(D).

D. The immediate family is defined as parent or legal guardian, wife, husband, children, brother, sister, and the parents of the husband or wife, or any relative residing in the personal household of the employee. The extended family is defined as: brother-in-law, sister-in-law, grandparents, grandparents of wife or husband, grandchild, daughter-in-law, son-in-law.

E. In its sole discretion, if an employee's accumulated sick leave, sick pay and vacation time has expired or been exhausted, the District may grant up to an additional six (6) months of sick leave at half pay. All requests for sick leave at half pay must:

1. Be in writing through the supervisor.
2. Be supported by a physician's statement which is subject to confirmation by a District physician.
3. Have a prognosis of two (2) weeks or more duration.

F. All persons who have accumulated sick days prior to June 30, 1986, shall retain the accumulation but sick days after that date shall accumulate per Sections A and B above. All Less than Full Time employees who, as of June 30, 1986, had five (5) or more years of service shall continue to accrue twelve (12) sick days per year.

G. Unit members will be entitled to the benefits available under Section 41-j of the Retirement and Social Security Law.

SECTION 2 - BEREAVEMENT LEAVE

For each death in the immediate family, five (5) calendar days (which are not accumulative) shall be allowed. For each death in the extended family three (3) calendar days (which are not accumulative) shall be allowed). The days shall be consecutive scheduled work days. The immediate and extended family shall be as defined in this Article.

SECTION 3 - PERSONAL LEAVE

A. Up to three (3) days per year, two (2) of which may be consecutive, may be allowed for emergency personal affairs that can be attended to only during working hours. These days are not accumulative. Personal leave days may be taken in one-half (½) day increments.

B. Written application on a form for such request shall be presented to the supervisor with reason(s) in advance. In an emergency, the supervisor may give verbal approval before the application is submitted. If there is any question on the part of the supervisor, the request shall be submitted to the Director of Personnel. Personal leave days beyond those allowed shall be deducted at the regular hourly rate or salary. Reasons for personal leave request shall be:

- I. Legal
 - (a) Required in court
 - (b) Closing on property
 - (c) Marriage
- II. Professional
 - (a) Civil Service Examination
 - (b) Civil Service certification problem
- III. Other
 - (a) Child's graduation from Secondary or Post Secondary school
 - (b) Home accidents/emergencies with verbal explanation

C. One of the three personal leave days per year may be taken without giving a reason therefor, but such day must be requested at least one week in advance. Such request may be denied only because of staffing requirements.

SECTION 4 - JURY DUTY

A. Upon receipt of a summons for jury duty, unit members must immediately notify the Assistant Superintendent for Business. If the Assistant Superintendent so directs, the unit member shall request an adjournment of the jury service to a date determined by the Assistant Superintendent. When serving jury duty, unit members shall take all steps available to them to minimize work time missed, consistent with their legal duty. Vacation days shall not be denied because an employee has recently returned from jury duty that has been rescheduled in accordance with the above.

B. An employee required to serve on a jury shall be paid the difference between jury duty pay received per day of service, or part thereof, and such employee's regular rate of pay.

C. To receive payment, the employee must give the District prior notice that jury duty is required and furnish evidence that jury duty was performed on days payment is claimed. On days an employee is released from jury duty, such employee shall contact the supervisor for instructions on reporting for work or forfeit jury duty pay. An employee will not be eligible for

jury duty pay when jury service occurs on a day or during hours the employee was not scheduled to work, or on any day the employee would receive pay under other provisions of this agreement.

SECTION 5 - VACATIONS

A. Paid vacation time off for full-time (40 hour) employees with continuous credited service with the District shall be as follows:

Years Completed	Vacation Days Per Year
1st through 4th	10
5th	13
6th	15
7th	16
8th	17
9th	18
10th	19
11th through 15th	20

B. Less than Full Time employees who work at least twenty (20) hours a week and who work at least ninety percent (90%) of their scheduled hours shall receive pro rata vacation time off with pay.

C. Employees shall be permitted to take paid vacation time off at anytime during the contract year with the prior approval of the Supervisor of Buildings and Grounds or his designee. Notification at least two weeks in advance must be given for vacation time of five days or more. Notification at least one week in advance must be given for vacation time of two, three, or four consecutive days. Emergency situations where the required notice is not practicable will be handled on an individual basis by the Supervisor of Buildings and Grounds or his designee.

D. Employees who are terminated after one (1) year's service with the District shall receive pro-rata vacation pay.

SECTION 6 - PAID HOLIDAYS

A. Each school year, the District shall develop a schedule of fifteen (15) paid holidays which may vary from year to year because of the school calendar. The holiday schedule shall be added to this Agreement each year as "Schedule B."

B. If the District declares an extra day off, full-time and part-time employees shall receive the day off with pay.

C. An employee scheduled to work on a declared snow day shall receive time and one half (1-1/2) pay. An employee who does not work on such days shall not be paid.

If schools are closed for four or more days due to snow and/or ice, all unit members who have worked at least three of the initial four closed days shall receive one extra personal-personal day. The Director of Facilities is empowered to make exceptions to the three-out-of-four-day requirement when there are legitimate reasons for an employee's absence (e.g., the employee was away on a vacation approved well in advance on the day school was closed). Additional personal-personal days awarded under this paragraph must be used by July 31 following the close of the school year in question.

D. Prior or subsequent to a holiday or vacation period the supervisor of Building and Grounds may require an employee who calls in sick to report to one of the District's physicians for an examination. Upon failure to so report within twelve (12) hours, or upon report by the physician that the employee was not ill, the employee will not be paid for the sick day and the holiday and vacation period.

SECTION 7 - RETIREMENT

The District shall provide retirement benefits under the New York State Employees Retirement Plan Section 75-i.

ARTICLE IX GRIEVANCE PROCEDURE

SECTION 1

A grievance is defined as a complaint which may arise between the District and the Union or an employee covered by this agreement, pertaining to the interpretation, application or compliance with its specific terms and provisions. A grievance, as defined herein, may be processed through the grievance procedure.

SECTION 2

Should a grievance arise, there shall be no suspension or interruption of work, and a diligent, sincere, and honest effort by all parties shall be made to settle the grievance as soon as possible in accordance with this procedure.

SECTION 3

A grievance must be presented to the supervisor within five (5) days of its occurrence or within five (5) days from the time the employee had knowledge of, or should have had knowledge of, its occurrence.

SECTION 4

A grievance may be processed in the following manner:

STEP I

An aggrieved employee shall orally present the grievance to the supervisor who shall arrange a mutually convenient time and place to informally discuss the grievance with the employee. Within ten (10) days after the informal discussion, the supervisor shall give his answer on the grievance to the employee.

If the aggrieved employee is not satisfied with the supervisor's answer, the grievant or the grievance committee may appeal on a written grievance form to the supervisor for review and reconsideration. The grievant and/or grievance committee shall clearly and concisely state the nature of the grievance, the specific section(s) of the agreement violated and the remedy requested. The written grievance shall be signed by the aggrieved employee(s). Within ten (10) days after receipt of the written grievance, the supervisor shall give his answer in writing on the grievance form, granting or denying the grievance.

STEP II

If a grievance is not settled in Step I, the aggrieved employee may appeal the grievance within ten (10) days to the Superintendent of Schools by letter. On receipt of the written grievance, the Superintendent or his/her designee shall set a mutually convenient time and place to informally hear the grievance. The grievant may be represented by the grievance committee. The parties shall have the obligation to introduce all relevant testimony and written evidence they have knowledge of, or in their possession, in support of their position on the grievance. Within twenty (20) days after the hearing, the Superintendent or his/her designee shall give his/her written answer on the grievance to the aggrieved employee and the Union, setting forth findings of facts, granting or denying the grievance, and the basis upon which the answer is reached.

STEP III

If this grievance is not settled in Step II of this procedure, the grievance may be appealed within twenty (20) days to the President of the Board of Education by letter. The appeal must be accompanied by written grievance and all evidence and documents introduced at Steps I and II of the grievance procedure. On receipt of such letter and material, the Board President shall determine if a grievance hearing is required before causing the grievance to be answered by the Board. The grievant may be represented by the grievance committee. The Board may appoint a subcommittee to conduct the hearing. If a hearing is held, the parties shall have opportunity to introduce relevant oral and written evidence in support of their position within thirty (30) days after receipt of a grievance, or a Board or subcommittee hearing in the grievance, whichever is later, the Board President shall cause an answer to be prepared on the grievance and forwarded to the Union and the grievant. The Board's answer shall include its findings on the evidence

offered, a statement denying or granting the grievance, and the basis upon which the Board reached its decision.

STEP IV

If a grievance is not settled in Step III of this procedure, the Union may submit to the Superintendent a written demand for arbitration. This demand must be received by the Superintendent within 20 calendar days of the Union's receipt of the Board's Step III decision. The Union and the District shall thereafter attempt in good faith to agree upon an arbitrator to hear the parties' dispute and advise a resolution. If the Union and the District cannot agree on an arbitrator, or if the only mutually agreeable arbitrators are not available to schedule a hearing within six months of the date they are contacted, the Union shall submit the demand for arbitration to the American Arbitration Association, and an arbitrator shall then be selected pursuant to the AAA's Voluntary Labor Rules. The demand for arbitration must be submitted to the AAA within thirty (30) calendar days of when it was first submitted to the Superintendent. Fees and expenses of the arbitrator and/or the AAA shall be shared equally by the parties. The arbitrator shall have no authority to issue a recommendation that would add to, subtract from, or modify the collective bargaining agreement. The decision of the arbitrator shall be advisory only.

SECTION 5

A grievance not appealed to another Step of the grievance procedure shall be considered settled on the basis of the last answer on the grievance.

SECTION 6

Up to two (2) employee grievance committee members from the Union shall be given paid time off to attend a grievance hearing conducted during such employees' scheduled hours of work.

ARTICLE X MISCELLANEOUS

SECTION 1

This agreement is made pursuant to the provisions of the Public Employees' Fair Employment Act. Neither the District nor the Union will discriminate in favor or against any employee with respect to any matter in relation to employment by reason of membership or non-membership in the Union.

SECTION 2

All formal notices, requests, or inquiries by either party to the other shall be in writing, addressed, in the case of the District, to the Superintendent of Schools office, and in the case of

the Union, to the Union President and delivered or mailed to the President's home address or to the President's workplace in the District.

SECTION 3

This agreement constitutes a complete agreement between the District, the Union, and its members with respect to terms and conditions of employment, and no other matters shall be the subject of collective negotiations during the term of this agreement except by mutual agreement by the parties. It may be changed by a signed instrument in writing after appropriate action by their governing agencies.

SECTION 4

The District shall not change any unit members' terms and/or conditions of employment without first discussing the reason for the change with the employee.

SECTION 5

The Union may place bulletin boards in or about employee locker rooms and post employee notices thereon.

SECTION 6

With prior approval, the Superintendent will grant the Union the use of school premises for meetings without cost after school hours, providing such use does not interfere with educational programs. The Union shall be responsible for the proper care of premises used for meeting purposes.

SECTION 7

The District agrees to make enough legible copies of this agreement available to the Union for distribution to all employees covered by this agreement.

SECTION 8

The District and the Union shall establish a joint committee to discuss ways of minimizing the loss of District-owned tools.

SECTION 9

A Labor-Management Committee shall be established to discuss the following matters related to buildings and grounds in the District:

- uniforms to be purchased
- qualifications needed to become an Experienced Auto Mechanic, Experienced Maintenance Mechanic, and an Experienced Groundskeeper

SECTION 10

The District will allocate up to \$125 for each employee on an annual basis toward the purchase of shoes.

SECTION 11

The District has the right to monitor employee attendance and work hours, including the right to require that employees punch in and out on time clocks. The District will discuss the rules of the time clock system with the Union.

SECTION 12

All unit members must be trained in the use of AED (Automated External Defibrillators) and CPR, and must obtain AED/CPR certification. The time for training will be provided during the normal workday or will be otherwise compensated by the District. Only unit members so certified shall be eligible for overtime work when there is a school-sponsored event in the building unless a sufficient number of other certified unit members as determined by the District is on duty, in which case a noncertified member may work.

SECTION 13

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XI DRUG AND ALCOHOL TESTING

A. The purpose of this Article is to establish a written procedure for conducting tests of an employee when there is reasonable suspicion that the employee is under the influence of or using illegal controlled substances or alcohol as set forth in paragraph C below. An employee will be tested only when reasonable suspicion exists that the test would yield a positive result for the presence of illegal controlled substances or their metabolites or alcohol.

B. The use of illegal controlled substances or alcohol by an employee, regardless of the position held, adversely affects the accomplishment of the Employer's ability to safely deliver services, impairs the efficiency of the workforce, endangers the lives of employees and the public and undermines the public trust and is, therefore, prohibited. In order to identify possible illegal controlled substance usage, and to curtail the use of illegal controlled substances and alcohol, procedures to test for the use of illegal controlled substances and alcohol upon reasonable suspicion have been established in this Article.

C. Members of the bargaining unit shall be subject to testing based upon a reasonable suspicion as defined below in this paragraph. Any employee who refuses to submit to testing may be subject to discipline, including discharge.

1. In determining whether to order a test in a particular case, the Employer must balance an employee's reasonable expectation of privacy from unreasonable intrusions against the Employer's interest in assuring the integrity and fitness of its employees and the safe delivery of its services.

2. The order to submit to testing must be justified by a reasonable suspicion that the employee has reported for duty under influence of illegal controlled substances or alcohol or is engaging in the possession, use, distribution or sale of illegal controlled substances either on or off duty.

3. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.

4. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

5. Reasonable suspicion may be based upon, among other matters: observable phenomena, such as direct observation of use and/or the physical symptoms of using or being under the influence of illegal controlled substances such as, but not limited to, slurred speech; disorientation; a pattern of abnormal conduct or erratic behavior which warrants employer inquiry because of a direct bearing of the mental faculties of the employee on the health and safety of others; action(s) inconsistent with normal conduct or behavior; or information provided either by reliable and credible sources or which is independently corroborated.

6. The Employer will not test solely on the information of anonymous sources unless the information is reliable and credible, or there is corroborative evidence to support the reliability of that information.

7. It is intended that where a decision is made to test, the employee will be given a direct order to submit to the test and the Union shall be notified of the order.

D. Urinalysis shall be in accordance with the standards and procedures incorporated in the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, issued April 11, 1988 and the following:

1. The employee being tested shall have the right to an independent analysis from a lab of his/her choice from a list mutually agreed to by the Employer and the Union. The employee shall designate, at the time the specimen is given, the laboratory, if any, chosen by the

employee, and a specimen shall be provided to that laboratory, as well as to the laboratory designated by the Employer. Copies of all test results shall be sent to the employee member and the Employer.

2. All tests required by the Employer will be fully paid for by the Employer. The employee shall pay for any test requested by him or her.

3. The time required of the employee by the employer to take the ordered test shall be considered paid time if it extends beyond the employee's normal workday.

4. Within ten calendar days after the test, the employee acting on his own, or the Union upon written request by the employee to the Union "certified mail, return receipt requested," may pursue binding arbitration for any dispute pertaining to the Employer's reasonable suspicion under Section C of this Article, by serving written notice upon the Personnel Officer. Except for the foregoing, the other procedures of the Agreement's arbitration provisions shall apply. If the Notice of Arbitration is not given within ten calendar days after the test, the employee may raise the issue of reasonable suspicion in any disciplinary proceeding initiated by the Employer against the employee in connection with which the drug test is used; but in no event shall the employee and/or the Union be able to litigate the issue of "reasonable suspicion" in both proceedings.

E. In the event that test procedures reveal the presence of illegal controlled substances or their metabolites or alcohol, the employee may be subject to discipline, including discharge. However, in the first instance of a positive alcohol or drug test, any disciplinary charges related to the positive test may be suspended in the Employer's discretion if the employee agrees in writing to complete counseling and treatment on his/her own time for the illegal controlled substances or alcohol usage in a program recommended or approved by the District's Employee Assistance Plan (EAP) and allows the EAP to provide progress reports to the Personnel Officer. The employee shall agree, as a condition to the suspension of the disciplinary charges, that if he or she fails to attend or complete the recommended program, he or she shall be deemed to have resigned. The employee shall also agree, as a condition to the suspension of the discipline or penalty, that for a period of four months following the completion of treatment, he or she shall be subject to periodic illegal controlled substances and/or alcohol testing, and that, if he or she completes counseling and treatment but tests positive for illegal controlled substances or alcohol during that four month period, the Employer may reinstitute the suspended charges. Upon completion of treatment, as outlined above, and the four-month period, the original disciplinary charges or penalty shall be considered resolved. The record of the charges and their resolution (the charges, the answer and the Stipulation) shall remain in the employee's file unless the parties otherwise agree.

ARTICLE XII
EARLY RETIREMENT INCENTIVES

SECTION 1

A one-time retirement incentive of a lump-sum payment of \$15,000 will be paid to any unit member eligible to retire under the New York State Employees Retirement System, is 55 years of age and has worked for the District for 15 consecutive years of full-time service. The unit member must tender their irrevocable letter of resignation to the District no later than June 30, 2007. (Any unit member who tendered his or her resignation prior to ratification of the Memorandum of Agreement adding this provision shall not be eligible for their retirement incentive.) In lieu of the lump-sum payment said retiree may opt for a credit of \$15,000 towards the cost of health insurance in retirement.

SECTION 2

For any employee who has at least 15 consecutive years of service of full-time service and who retires in the year they turn 55 shall be eligible for full health insurance payable until they reach age 65. At that time they shall revert to the percentage then being paid for retirees. This provision shall only apply to members who tender their retirement notice after ratification.

ARTICLE XIII
TERM OF AGREEMENT

This agreement shall be effective from July 1, 2006 thru June 30, 2010.

FOR THE CLARKSTOWN CENTRAL
SCHOOL DISTRICT

FOR CSEA, INC., LOCAL
1000 AFSCME, AFL-CIO

PRESIDENT, BOARD OF EDUCATION

PRESIDENT, UNIT 836601

DATE: _____

DATE: _____

DR. MARGARET KELLER-COGAN
SUPERINTENDENT OF SCHOOLS

STEPHEN CHANOWSKI
CSEA LABOR RELATIONS SPECIALIST

DATE: _____

DATE: _____

APPENDIX A

GROUP

- A Custodial Worker
 Grounds Worker
- B Custodian I
 Groundskeeper
 Assistant Maintenance Mechanic
 Assistant Maintenance Mechanic (automotive)
- C Custodian II
 Maintenance Mechanic
 Maintenance Mechanic (automotive)
- D Maintenance Mechanic (Exp.)
 Maintenance Mechanic (automotive) (Exp.)
 Groundskeeper (Exp.)
- E Custodian III
- F Custodian IV Maintenance Supervisor* *Effective July 1, 2009, these positions
shall be removed from the bargaining unit

Salary Schedule for 2006-2007						
Hired AFTER 7/1/06						
Step	A Custodial Worker	B Custodian I/Asst. Maint. Mec.	C Custodian II/ Maint. Mec.	D Maint. Mec. Exp.	E Custodian III	F Custodian IV, Maint. Spvsr.
1	27,096	30,285	36,865	40,451	40,451	43,609
2	27,841	31,118	37,878	41,563	41,563	44,808
3	28,607	31,974	38,920	42,706	42,706	46,040
4	29,394	32,853	39,990	43,881	43,881	47,306
5	30,202	33,756	41,090	45,087	45,087	48,607
6	31,033	34,685	42,220	46,327	46,327	49,944
7	31,886	35,639	43,381	47,601	47,601	51,317
8	32,763	36,619	44,574	48,910	48,910	52,729
9	33,664	37,626	45,800	50,255	50,255	54,179
10	34,590	38,660	47,059	51,637	51,637	55,668
11	35,541			53,057	53,057	57,199
12	36,518				54,517	58,772
13	37,523				56,016	60,389
14	38,554				57,556	62,049
15	39,615				59,139	63,756
16	40,704				60,765	65,509
17	41,823				62,436	67,310
18	42,974				64,153	69,161
19	44,155				65,918	71,063
20	45,370				67,730	73,018

Add to CONTRACT
B/M PRINTING
11/6/07

Step	A Custodial Worker	B Custodian I/Asst. Maint. Mec.	C Custodian II Maint. Mec.	D Maint. Mec. Exp.	E Custodian III	F Custodian IV, Maint. Spvsr.
2	27,252	30,440	37,020	40,606	40,606	43,764
3	29,319	32,755	39,708	43,528	43,528	47,248
4	31,506	35,200	42,558	46,612	46,612	50,931
5	33,816	37,783	45,539	49,866	49,866	54,825
6	36,252	40,510	48,697	53,298	53,298	58,939
7	37,422	41,819	50,147	54,861	54,861	60,999
8	38,591	43,127	51,598	56,424	56,424	63,058
9	39,808	44,441	53,046	57,986	57,986	65,116
10	41,023	44,878	54,496	59,548	59,548	67,174
11	42,172	45,240	55,918	61,081	61,081	69,193
12	43,320	47,448	57,339	62,614	62,614	71,212
13	44,499	48,767	58,797	64,186	64,186	73,289
14	45,709	50,125	60,294	65,795	65,795	75,430
15	46,559	50,975	61,144	66,645	66,645	76,280
16	47,409	51,825	61,994	67,495	67,495	77,130
17	48,259	52,675	62,844	68,345	68,345	77,980
18	49,109	53,525	63,694	69,195	69,195	78,830
19	49,959	54,375	64,544	70,045	70,045	79,680
20	50,809	55,225	65,394	70,895	70,895	80,530

Salary Schedule for 2007-2008						
Hired AFTER 7/1/06						
Step	A Custodial Worker	B Custodian I/Asst. Maint. Mec.	C Custodian II/ Maint. Mec.	D Maint. Mec. Exp.	E Custodian III	F Custodian IV, Maint. Spvsr.
1	28,045	31,345	38,155	41,867	41,867	45,135
2	28,816	32,207	39,204	43,018	43,018	46,376
3	29,608	33,093	40,282	44,201	44,201	47,652
4	30,423	34,003	41,390	45,417	45,417	48,962
5	31,259	34,938	42,528	46,665	46,665	50,308
6	32,119	35,899	43,698	47,949	47,949	51,692
7	33,002	36,886	44,899	49,267	49,267	53,113
8	33,910	37,900	46,134	50,622	50,622	54,574
9	34,842	38,943	47,403	52,014	52,014	56,075
10	35,800	40,013	48,706	53,445	53,445	57,617
11	36,785	41,114	50,046	54,914	54,914	59,201
12	37,796	42,244	51,422	56,425	56,425	60,829
13	38,836	43,406	52,836	57,976	57,976	62,502
14	39,904	44,600	54,289	59,571	59,571	64,221
15	41,001	45,826	55,782	61,209	61,209	65,987
16	42,129	47,087	57,316	62,892	62,892	67,802
17	43,287	48,381	58,892	64,622	64,622	69,666
18	44,478	49,712	60,512	66,399	66,399	71,582
19	45,701	51,079	62,176	68,225	68,225	73,551
20	46,958	52,484	63,886	70,101	70,101	75,573

Salary Schedule for 2007-2008						
Hired PRIOR TO 7/1/06						
Step	A Custodial Worker	B Custodian I/Asst. Maint. Mec.	C Custodian II Maint. Mec.	D Maint. Mec. Exp.	E Custodian III	F Custodian IV, Maint. Spvsr.
3	30,346	33,901	41,098	45,051	45,051	48,901
4	32,609	36,432	44,048	48,244	48,244	52,714
5	34,999	39,105	47,133	51,612	51,612	56,744
6	37,521	41,928	50,401	55,164	55,164	61,002
7	38,732	43,283	51,902	56,781	56,781	63,134
8	39,942	44,637	53,404	58,399	58,399	65,265
9	41,201	45,996	54,902	60,015	60,015	67,395
10	42,459	46,448	56,403	61,632	61,632	69,525
11	43,648	46,823	57,875	63,218	63,218	71,615
12	44,836	49,108	59,346	64,806	64,806	73,705
13	46,056	50,474	60,855	66,432	66,432	75,855
14	47,309	51,879	62,404	68,098	68,098	78,070
15	48,188	52,759	63,284	68,978	68,978	78,950
16	49,068	53,639	64,164	69,857	69,857	79,829
17	49,948	54,519	65,043	70,737	70,737	80,709
18	50,828	55,398	65,923	71,617	71,617	81,589
19	51,707	56,278	66,803	72,497	72,497	82,469
20	52,587	57,158	67,683	73,376	73,376	83,348

Salary Schedule for 2008-2009						
Hired AFTER 7/1/06						
Step	A Custodial Worker	B Custodian I/Asst. Maint. Mec.	C Custodian II/ Maint. Mec.	D Maint. Mec. Exp.	E Custodian III	F Custodian IV, Maint. Spvsr.
1	29,026	32,442	39,490	43,332	43,332	46,715
2	29,824	33,334	40,576	44,524	44,524	47,999
3	30,645	34,251	41,692	45,748	45,748	49,319
4	31,487	35,193	42,839	47,006	47,006	50,676
5	32,353	36,161	44,017	48,299	48,299	52,069
6	33,243	37,155	45,227	49,627	49,627	53,501
7	34,157	38,177	46,471	50,992	50,992	54,972
8	35,096	39,227	47,749	52,394	52,394	56,484
9	36,062	40,306	49,062	53,835	53,835	58,037
10	37,053	41,414	50,411	55,315	55,315	59,633
11	38,072	42,553	51,798	56,836	56,836	61,273
12	39,119	43,723	53,222	58,399	58,399	62,958
13	40,195	44,925	54,686	60,005	60,005	64,690
14	41,300	46,161	56,189	61,656	61,656	66,469
15	42,436	47,430	57,735	63,351	63,351	68,297
16	43,603	48,735	59,322	65,093	65,093	70,175
17	44,802	50,075	60,954	66,883	66,883	72,105
18	46,034	51,452	62,630	68,723	68,723	74,087
19	47,300	52,867	64,352	70,613	70,613	76,125
20	48,601	54,321	66,122	72,554	72,554	78,218

Salary Schedule for 2008-2009						
Hired PRIOR TO 7/1/06						
Step	A Custodial Worker	B Custodian I/Asst. Maint. Mec.	C Custodian II Maint. Mec.	D Maint. Mec. Exp.	E Custodian III	F Custodian IV, Maint. Spvsr.
4	33,750	37,707	45,589	49,932	49,932	50,613
5	36,224	40,474	48,782	53,418	53,418	54,559
6	38,834	43,395	52,165	57,095	57,095	58,730
7	40,088	44,798	53,718	58,769	58,769	63,137
8	41,340	46,199	55,273	60,443	60,443	65,343
9	42,644	47,606	56,824	62,116	62,116	67,550
10	43,945	48,074	58,377	63,789	63,789	69,754
11	45,176	48,462	59,901	65,431	65,431	71,958
12	46,405	50,827	61,423	67,074	67,074	74,121
13	47,668	52,241	62,985	68,757	68,757	76,284
14	48,964	53,695	64,588	70,481	70,481	78,509
15	49,875	54,606	65,499	71,392	71,392	81,713
16	50,785	55,516	66,409	72,302	72,302	82,623
17	51,696	56,427	67,320	73,213	73,213	83,534
18	52,606	57,337	68,231	74,123	74,123	84,444
19	53,517	58,248	69,141	75,034	75,034	85,355
20	54,428	59,158	70,052	75,944	75,944	86,265

Salary Schedule for 2009-2010					
Hired AFTER 7/1/06					
Step	A Custodial Worker	B Custodian I/Asst. Maint. Mec.	C Custodian IV/ Maint. Mec.	D Maint. Mec. Exp.	E Custodian III
1	30,042	33,578	40,872	44,849	44,849
2	30,868	34,501	41,996	46,082	46,082
3	31,717	35,450	43,151	47,349	47,349
4	32,589	36,425	44,338	48,651	48,651
5	33,486	37,426	45,557	49,989	49,989
6	34,406	38,456	46,810	51,364	51,364
7	35,353	39,513	48,097	52,776	52,776
8	36,325	40,600	49,420	54,228	54,228
9	37,324	41,716	50,779	55,719	55,719
10	38,350	42,863	52,176	57,251	57,251
11	39,405	44,042	53,610	58,826	58,826
12	40,488	45,253	55,085	60,443	60,443
13	41,802	46,498	56,600	62,106	62,106
14	42,746	47,777	58,156	63,814	63,814
15	43,921	49,090	59,755	65,568	65,568
16	45,129	50,440	61,399	67,372	67,372
17	46,370	51,827	63,087	69,224	69,224
18	47,646	53,253	64,822	71,128	71,128
19	48,956	54,717	66,605	73,084	73,084
20	50,302	56,222	68,436	75,094	75,094

Salary Schedule for 2009-2010					
Hired PRIOR TO 7/1/06					
Step	A Custodial Worker	B Custodian I/Asst. Maint. Mec.	C Custodian II Maint. Mec.	D Maint. Mec. Exp.	E Custodian III
5	37,492	41,890	50,490	55,288	55,288
6	40,193	44,914	53,991	59,093	59,093
7	41,491	46,366	55,599	60,826	60,826
8	42,787	47,816	57,207	62,558	62,558
9	44,136	49,272	58,813	64,290	64,290
10	45,483	49,757	60,421	66,022	66,022
11	46,757	50,158	61,997	67,721	67,721
12	48,030	52,606	63,573	69,422	69,422
13	49,337	54,069	65,190	71,164	71,164
14	50,678	55,575	66,849	72,948	72,948
15	51,620	56,517	67,791	73,890	73,890
16	52,563	57,459	68,734	74,833	74,833
17	53,505	58,402	69,676	75,775	75,775
18	54,448	59,344	70,619	76,718	76,718
19	55,390	60,287	71,561	77,660	77,660
20	56,333	61,229	72,503	78,602	78,602

CA

**CLARKSTOWN CENTRAL SCHOOL DISTRICT
PERSONNEL OFFICE**

**2007-2008 PAID HOLIDAY CALENDAR
PLEASE POST**

July 4, 2007 (Wednesday)	Independence Day
September 3, 2007 (Monday)	Labor Day
October 8, 2007 (Monday)	Columbus Day
November 12, 2007 (Monday)	Veterans' Day (observed)
November 22, 2007 (Thursday)	Thanksgiving
November 23, 2007 (Friday)	Day After Thanksgiving
December 24, 2007 (Monday)	Christmas Eve
December 25, 2007 (Tuesday)	Christmas Day
December 31, 2007 (Monday)	New Year's Eve
January 1, 2008 (Tuesday)	New Year's Day
January 21, 2008 (Monday)	Martin Luther King Jr. Day
February 18, 2008 (Monday)	Presidents' Day
March 21, 2008 (Friday)	Good Friday
April 21, 2008 (Monday)	Passover
May 26, 2008 (Monday)	Memorial Day

Revised 6-8-07