



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Hastings-on-Hudson Union Free School District and Hastings Custodial Unit, CSEA Local 1000, AFSCME, AFL-CIO, Westchester County Local 860 (2008)**

Employer Name: **Hastings-on-Hudson Union Free School District**

Union: **Hastings Custodial Unit, CSEA, AFSCME, AFL-CIO**

Local: **Westchester County Local 860, 1000**

Effective Date: **07/01/2008**

Expiration Date: **06/30/2011**

PERB ID Number: **5217**

Unit Size:

Number of Pages: **23**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT

by and between the
BOARD OF EDUCATION
of the
HASTINGS-ON-HUDSON UNION
FREE SCHOOL DISTRICT

and the

CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.
Local 1000, AFSME, AFL-CIO

CSEA
Hastings Custodial Unit
Westchester County Local 860

July 1, 2008 - June 30, 2011

TABLE OF CONTENTS

1.	RECOGNITION.....	Page 1
2.	SALARIES.....	Page 1
3.	RETIREMENT.....	Page 5
4.	HOSPITALIZATION	Page 5
5.	CUSTODIAL WELFARE FUND.....	Page 7
6.	VACATION SCHEDULE.....	Page 7
7.	PAID HOLIDAYS	Page 8
8.	HOLIDAY SCHEDULE	Page 8
9.	BUILDING CHECKS	Page 8
10.	PERSONAL DAYS	Page 8
10A.	SICKNESS IN FAMILY	Page 8
11.	BEREAVEMENT LEAVE.....	Page 8
12.	SUBSTITUTES.....	Page 9
13.	PROTECTION - SECTION 75	Page 9
14.	SENIORITY	Page 9
15.	PROMOTIONS/EVALUATIONS.....	Page 9
16.	PAYROLL DEDUCTIONS	Page 10
17.	INSURANCE.....	Page 10
18.	BULLETIN BOARD.....	Page 10
19.	FIELD REPRESENTATIVE VISITS.....	Page 11
20.	GRIEVANCE REPRESENTATIVE	Page 11

TABLE OF CONTENTS
(CONTINUED)

21. CONTRACTING OUT WORK..... Page 11

22. TEMPORARY ASSIGNMENTS - REASSIGNMENT Page 11

23. DISTRIBUTION OF THE AGREEMENT Page 11

24. CONVENTION OBLIGATION Page 11

25. RECIPROCAL RESPECT Page 12

26. SEPARABILITY Page 12

27. WORKERS' COMPENSATION Page 12

28. SICK LEAVE..... Page 12

29. STIPENDS..... Page 13

30. SNOW DAYS Page 13

31. NEW HIRES..... Page 13

32. SEVERANCE LEAVE PAY Page 13

32A. SERVICE PAY..... Page 13

33. DURATION Page 13

34. LABOR MANAGEMENT COMMITTEE Page 13

35. VISION PLAN Page 14

36. LIFE INSURANCE Page 14

37. CUSTODIAL SALARY AND LONGEVITY SCHEDULES..... Page 14

38. GRIEVANCE PROCEDURE Page 19

This contract between the Board of Education of the Hastings-on-Hudson Union Free School District (hereinafter the "District" or the "Board") and the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO for the Hastings Custodial Unit (hereinafter the "CSEA") is for a three year period commencing July 1, 2008 and ending June 30, 2011.

1. RECOGNITION

The Hastings-on-Hudson Board of Education recognizes the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO for the Hastings Custodial Unit as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for a bargaining unit of custodial and maintenance employees including, but not limited to, the following titles: Custodians, Cleaners, Maintenance, Senior Custodians, Head Custodians, Groundsmen and Laborers.

2. SALARIES

- a. Effective July 1, 2008, each step of the salary schedule in effect shall reflect a three and a half (3.5%) percent increase. Additionally, any employee due an increment shall advance accordingly.

Effective July 1, 2009, each step of the salary schedule in effect shall reflect a three and a half (3.5%) percent increase. A new step 8 shall be added and shall reflect a two (2%) increase over the existing step 7. Additionally, any employee due an increment shall advance accordingly.

Effective July 1, 2010, each step of the salary schedule in effect shall reflect a three point seven five (3.75%) percent increase. Additionally, any employee due an increment shall advance accordingly.

- b. Overtime

Time and one-half at the employee's regular hourly rate of pay shall be paid for all work performed by cleaners and custodians above the normal scheduled work week. Maintenance men assigned custodial overtime shall be paid at the applicable step on their salary schedule but at the rate of the corresponding step on the custodial salary schedule. The time and one-half rate of pay shall be paid for all work performed on the sixth day of a defined work week with a minimum of two hours guaranteed. Forty hours shall constitute a work week. Sick time and excused leave with pay shall be deemed a day worked, excluding personal days. Personal days will be considered a day worked for purposes of unforeseen emergency overtime. The Board of Education shall have the right to assign employees to overtime work in the case of an emergency as determined by the Administration.

- c. Double Time

Double time shall be paid for work performed on Sundays and holidays.

d. Overtime Distribution

Where possible, every effort shall be made to equitably distribute custodial overtime between custodians and cleaners and maintenance men at the rate of pay described in 2.b.

e. Premium Pay (Night Differential)

Employees who regularly work the night shift shall receive ten percent (10%) hourly differential in pay for all night shifts worked. For purposes of overtime, any employee assigned to work the night shift shall have his salary adjusted to reflect the ten percent (10%) night differentials.

For substitutes and overtime, the night shift shall be defined as 3:00 p.m. to 6:00 a.m. Regular night shifts shall be defined as 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. or any 8 hour period after 3:00 p.m. and before 7:00 a.m. Night shift differential shall apply to all employees working the regular night shift.

f. Call Outs

An employee who is called in to work before commencement of his regular shift or back to work after the completion of his/her regular shift shall be guaranteed the following minimum hours: Monday through Friday, two hours; Saturday and Sunday, four hours.

g. Longevity

Effective July 1, 2008, a longevity increment shall be granted as follows:

After nine years of service	\$ 802.
After fourteen years of service	\$ 913.
After nineteen years of service	\$1,025.
After twenty-four years of service	\$1,247.

Effective July 1, 2009, a longevity increment shall be granted as follows:

After nine years of service	\$ 827.
After fourteen years of service	\$ 938.
After nineteen years of service	\$1,050.
After twenty-four years of service	\$1,272.

Effective July 1, 2010, a longevity increment shall be granted as follows:

After nine years of service	\$ 852.
After fourteen years of service	\$ 963.
After nineteen years of service	\$1,075.
After twenty-four years of service	\$1,297.

To be eligible, June 30th annually shall be the date for determining full years of service for longevity. Longevity shall be paid in one lump sum on the payroll before Christmas.

h. Work Day – Work Week

To determine overtime, a custodial working day is defined. Day shift shall be defined as 8 hours of work on the job. During this 8 hour period, one 15 minute coffee break in the a.m. and one 15 minute coffee break in the p.m. Night shift shall be defined as hours worked after 3:00 p.m. A regular night shift shall consist of 8 hours including ½ hour off for lunch or a total of 8 hours on the job. A work week is defined as 40 hours. Work week is further defined as Sunday, 12:00 a.m. through Saturday, 12:00 midnight. Overtime for all personnel shall be defined as work performed in excess of 40 hours. In determining whether or not overtime rate is due, time spent eating lunch is not included whether or not the employee receives pay for the time. The work day and work week shall not be changed to affect the payment of overtime.

During the officially adopted school calendar year, the regular work day shall be reduced for custodial and maintenance personnel by one hour during officially designated school recesses when the schools are closed. All other days the regular work day shall apply.

From July 1 to August 31 the work day shall be reduced by one hour.

The District may institute a work week of Tuesday through Saturday (hereinafter "Saturday work week"). In the event such a work week is instituted, any employee assigned to the same shall not be entitled to any premium pay (except for night differential if assigned to the night shift) notwithstanding any other provision of this Agreement.

The District may assign not more than two (2) bargaining unit members to such a work week. The position classification(s) to be assigned, the work shift(s) to be assigned and the District facilities to which the bargaining unit members will be assigned shall be at the sole discretion of the District, provided that if the first employee(s) assigned to the Saturday work week are assigned using subparagraph C below, the District will assign only employees in the position classification of Cleaner. After the first assignment of employees, the procedure set forth herein shall be followed, so long as no bargaining unit member employed as of July 1, 1994 shall be involuntarily assigned to the Saturday work week. Work shift(s) during a Saturday work week, i.e. day and night shift(s) shall be the same hours as presently worked during the work week which does not include Saturday.

The following procedure shall be utilized to determine the bargaining unit employee(s) to work the Saturday work week.

Volunteer(s) from the appropriate position classification(s), as determined by the Superintendent or his designee, will be sought to staff the Saturday work week. The Superintendent or his designee shall have the right, in the event there are more volunteers than positions open, to choose among volunteers.

If there are insufficient volunteers to staff all positions for the Saturday work week and there is or are temporary or substitute employee(s) who have worked in an appropriate position within the District for no less than 6 months, said temporary or substitute employee(s) will be assigned to the Saturday work week.

If the Saturday work week position or positions are not filled, utilizing the procedure set forth above, the least senior member(s) of the bargaining unit in the designated position classification(s) will be assigned to the Saturday work week.

The District shall have the right to change the position classification(s) which are assigned to the Saturday work week. In the event of a change in such position classification(s), which prevent an employee who is currently working the Saturday work week from continuing to so work, the above procedure shall be utilized to select a successor bargaining unit member. The bargaining unit will be given 30 days notice of the initial selection of the job classification(s) to be assigned to the Saturday work week and unless the Superintendent or his designee finds that an emergency situation exists, 30 days notice of any subsequent change of the position classification(s) to be assigned to the Saturday work week.

If a new employee is hired within the bargaining unit in an appropriate position classification (with less seniority than a bargaining unit member working the Saturday work week), said new employee shall be assigned to the Saturday work week within 30 days of hire, in the event the existing Saturday work week employee no longer wishes to work the Saturday work week.

All current practices contained in this agreement which pertain to the existing Monday through Friday work week shall be utilized with regard to the Saturday work week.

In the event the position classification(s) for the Saturday work week are to be revised by the District, the unit shall, upon request, have the opportunity to discuss the same with the Superintendent or his designee.

Subsequent to the commencement of the Saturday work week, if a unit member in an appropriate position classification shall volunteer for the Saturday work week and the unit member then working the Saturday work week does not wish to continue in the Saturday work week, the volunteer unit member shall be placed, by the District, in the Saturday work week within 30 days of the date of his request.

i. Work Shoes

The District will pay to each bargaining unit member the cost, up to a maximum of \$150 annually, for the purchase of work shoes, upon provision of a receipt for purchase of the same to the District. Upon provision to the District of a note from a physician that a bargaining unit member cannot wear work shoes, the District will pay the cost up to a maximum of \$150 annually to an employee, upon provision of a receipt, for purchase of equivalent footwear for work. The District shall reimburse employee no later than 4 weeks after receiving and approving a receipt from the employee.

3. RETIREMENT

It is agreed that in addition to the provisions of Retirement and Social Security Law Section 75i, the provisions of Retirement and Social Security Law Section 41j (approval of Unused Sick Leave as Additional Service Credit on Retirement) shall be granted at no expense to the employee.

4. HOSPITALIZATION

- a. Effective July 1, 1996 members of the bargaining unit opting for health insurance coverage under the terms of this Agreement shall be obligated to pay a portion of the premium through payroll deduction, based upon the schedule set forth below:

Health Insurance Annual Premium Contribution

All current members:

Effective July 1, 2008: 5% of premium

Effective July 1, 2009: 6% of premium

Effective July 1, 2010: 6% of premium

New employees hired as of July 1, 2008:

Effective July 1, 2008: 6% of premium

Effective July 1, 2009: 7% of premium

Effective July 1, 2010: 8% of premium

The above employee contribution to health insurance will be based on the actual premium up to a maximum increase in annual premium of 11%.

- b. Members of this bargaining unit shall receive either individual or family coverage for hospitalization. The Board of Education shall pay the full cost of the premium for all members and any member who elects to take another option i.e., HMO, the District will pay an equivalent sum to that paid for the insurance plan in effect and the employee shall assume any additional cost.

The Board shall pay eighty-five (85%) percent of the cost of hospitalization for all retired employees who have completed at least ten (10) years of service with the district and their dependents.

The District reserves the right to change health insurance carriers so long as the benefits being offered by the new insurance carrier or self-insured benefits are comparable to the overall benefits schedule being provided by the District for eligible employees, dependents, and retirees at the time of conversion. However, it is understood and agreed that moderate changes in co-pays and deductibles shall not be considered a change in the overall benefit structure.

The Board of Education reserves the right to change health insurance carriers. However, the Board of Education agrees to give the CSEA one hundred twenty (120) calendar days notice prior to a conversion. At the time of such notice, the Board of Education shall also provide details of the plan to which it proposes to change. Within sixty (60) calendar days of such notice, the CSEA shall provide the Board with a statement as to its position on whether the new plan is equal to or better than the overall benefit schedule of the current plan. If the CSEA objects to any portion of the plan it must indicate where the new plan is out of compliance. The parties will work together to resolve areas of alleged non-compliance within thirty (30) calendar days of the CSEA submission. Within ninety (90) calendar days of the Board's original notice, the CSEA may immediately demand expedited arbitration by submitting such a demand to either of the following two arbitrators: Susan Mackenzie, Esq., or Dr. Arthur Jacobs.

If the CSEA does not demand arbitration within the ninety (90) day period, the Board may convert to the proposed plan. An arbitration date will be set by the arbitrator within thirty (30) days of submission of such demand and an award shall be rendered by the arbitrator within ten (10) days of the final date of hearing with a decision to follow thereafter. If the arbitrator determines that the proposed plan is not equal to or better than the overall benefit schedule in effect at the time of the proposed conversion, the Board shall be ordered by the arbitrator to remain in the existing plan. If the challenged portion of the proposed plan is equal to or better than the plan in effect at the time of the proposed conversion, the Board may convert to the new plan.

Members of the bargaining unit who are covered under another health insurance plan through either a spouse or relative may opt to waive coverage under the District's insurance policy for a full year by completing the appropriate form furnished by the District. In order to be eligible for this option, a member of the bargaining unit must certify that he or she has health insurance through another source other than the District. The District will pay these employees an amount equal to 50% of the net savings in premiums that would be expended on their behalf taking into account any retirement or social security that must be paid, should such be necessary. An employee may reduce coverage (i.e., family to individual) and receive 50% of the net savings. Employees electing to waive or reduce coverage must do so by May 1, with the provisions of this paragraph taking effect on July 1. Payment to the employee shall be made in two halves with the first half being made during the first payroll period in December. Reinstatement of full coverage may be made by notifying the District in writing no later than July 1 of the succeeding year.

Reinstatement will take place on January 1. In the event of an emergency causing the loss of insurance through another source, the previously stated notification deadlines may be waived to the extent that there is no conflict with the requirements of the District's insurance carrier. If reinstatement occurs during such an emergency, as permitted by the District's carrier, the employee will repay, pro rata, any amount already forwarded to him or her.

5. CUSTODIAL WELFARE FUND

The following rates shall apply:

Effective July 1, 2008 the Board will contribute \$900 per employee.

Effective July 1, 2009 the Board will contribute \$925 per employee.

Effective July 1, 2010 the Board will contribute \$950 per employee.

6. VACATION SCHEDULE

Employees working less than one year shall accumulate vacation time at the rate of one day per month with a maximum of ten (10) days.

Two weeks vacation after one (1) year of service.

Three weeks vacation after five (5) years of service.

Four weeks vacation after ten (10) years of service.

For all unit members hired prior to July 1, 2008 after twenty-one (21) years of service, an additional day of vacation shall be granted annually up to a maximum of twenty-five (25) days.

Employees may request vacation at a time other than the summer months. However, the vacation schedule for any employee is subject to the approval of the Superintendent of Buildings and Grounds whose determination shall be final. Employees shall submit requests, when possible, no later than March 1st. Employees may request vacation for any time period. However, the vacation schedule for any employee is subject to the approval of the Superintendent of Buildings and Grounds who shall use seniority as the primary consideration for vacation selection. Response from the Superintendent of Building and Grounds shall come no later than May 1st, depending on vacation submission. The decision of the Superintendent of Building and Grounds shall be final. Should a request be denied, the employee shall receive the denial in writing with an appropriate reason for denial. An employee may request his/her paycheck in advance of commencing an approved vacation so long as a written request for such paycheck has been submitted at least three weeks prior to the commencement of the vacation period.

The amount of vacation which may be utilized by an employee shall be determined as of July 1 following an employee's anniversary date.

Vacation days will be prorated for employees who have not served one full year effective July 1, following the employee's date of hire.

7. PAID HOLIDAYS

Sixteen (16) paid holidays shall be guaranteed for each year of the contract.

8. HOLIDAY SCHEDULE

Specific dates of holidays are to be arranged between the Union and the Superintendent or his designee. The holiday schedule shall be compatible with the officially adopted school district calendar. Holidays occurring between July 1 and the date of school opening in September shall be included in the schedule for custodial personnel.

9. BUILDING CHECKS

Those employees assigned to check buildings on weekends shall receive a minimum of three (3) hours at time and one-half (1 ½) the hourly rate for Saturdays and a minimum of three (3) hours at double the hourly rate for Sundays.

10. PERSONAL DAYS

Five days personal leave shall be granted each employee, not to be cumulative. Two of these five days may be granted as personal without reason. Three days may be used for official religious observance, house closings, legal court appearances, off-spring's graduation from high school and above, and such other cogent reasons as determined by the Superintendent of Schools. Permission must be obtained in advance and will not be withheld without just cause. Personal days shall not be deducted from cumulative sick leave. If at the end of the fiscal year, an employee has not used his unexplained personal days, they shall be forwarded to his accumulated sick leave.

10A. SICKNESS IN FAMILY

Three days may be allowed in each year for emergency illness in the immediate family: Mother, Father, Legal Guardian, Brother, Sister, Husband, Wife, Child, Legal Ward, Mother-in-law, Father-in-law, Step-Mother, Step-Father.

11. BEREAVEMENT LEAVE

Up to five days per year per occurrence non-cumulative shall be granted each employee as bereavement leave in the event of death in the immediate family. Immediate family shall be defined as Mother, Father, Legal Guardian, Brother, Sister, Husband, Wife, Child, Legal Ward, Mother-in-Law, Father-in-Law, Step-father or Step-mother.

12. SUBSTITUTES

Whenever an employee is absent, a substitute should be hired when available and when, in the opinion of the immediate supervisor, such a substitute is required. If substitutes are not available, regular employees may be called in and paid in accordance with this agreement.

13. PROTECTION – SECTION 75.

Protection under Section 75 of the Civil Service Law will be granted to all non-competitive and labor class employees upon completion of one (1) year satisfactory service as a regular full time employee.

14. SENIORITY

- a. Seniority shall commence from most recent date of full time employment and shall be used in determining vacation plans when a conflict occurs, and in any other area where seniority has a bearing on the issue.
- b. Seniority shall be a consideration on lateral openings and seniority shall prevail when such persons are qualified and acceptable to those who will be responsible for their supervision.
- c. Where, because of economy, consolidation or abolition of functions, curtailment of activities or otherwise, all non-competitive class employees of the District will be afforded the same seniority rights as competitive class employees provided said employees in the opinion of the employer meet the qualifications for the available position.

15. PROMOTIONS/EVALUATIONS

- a. Notice of all promotional opportunities shall be posted and eligible employees may apply for same and be considered ahead of non-employees of the district. Where more than one person applies, and all are equally qualified, the one with highest record of performance and the most seniority will be given preference. (Provisional appointments or non-competitive titles). This rule will also be taken into consideration as far as is possible when appointments are to be made from a certified open-competitive or promotional civil service list.
- b. Whenever a person is promoted from one classification to another classification, the person shall be moved to a corresponding salary on the salary guide for the higher classification. On promotion the minimum amount of salary increase shall be \$200 or the nearest step thereafter.
- c. Members of the bargaining unit will be evaluated at least annually and will be given an annual performance appraisal.

16. PAYROLL DEDUCTIONS

- a. The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, N.Y. 12210 on a payroll period basis. No other labor organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

The employer agrees to submit to the Civil Service Employees Association Inc., 143 Washington Avenue, Albany, N.Y. 12210, each payroll period, a list itemizing the deductions of each employee.

- b. The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, N.Y. 12210.

CSEA hereby holds the School District harmless for any funds deducted and transmitted pursuant to this provision and agrees to indemnify the School District from any liability resulting from such deductions. The CSEA hereby represents that it has instituted a lawful rebate procedure which complies with all statutory and constitutional mandates. If for any reason said rebate procedure is deemed unlawful by a Court of competent jurisdiction, the School District shall no longer have an obligation to deduct agency shop dues until such time as CSEA's rebate procedure is deemed lawful by an appropriate authority.

17. INSURANCE

The District agrees that an insurance company representative designated by the local CSEA shall be allowed to canvass eligible employees as to whether or not they wish to participate in said optional insurance program. Such canvassing shall only be done with prior arrangements with the school administration so that such will not interfere with the necessary work of the employee.

18. BULLETIN BOARD

The local CSEA shall have the right to post appropriate notices and communications on bulletin boards maintained on the premises and facilities of the employers in the custodial employees' area.

19. FIELD REPRESENTATIVE VISITS

The President of the Westchester Local 1000 of the CSEA, or his designated agent, or the designated Field Representative shall have the right to visit the facilities of the employer under the conditions prescribed in the Board of Education "Visitors to School."

20. GRIEVANCE REPRESENTATIVE

Employees designated or elected for the purpose of adjusting grievance and maintaining administration rights of the agreement shall have freedom to discuss same, provided such discussions do not interfere with the completion of their regularly assigned duties.

21. CONTRACTING OUT WORK

Work usually performed by employees in the bargaining unit will not be contracted out if it will result in the loss of basic employment to employees covered by this assignment.

22. TEMPORARY ASSIGNMENTS – REASSIGNMENT

An employee may be assigned temporarily to perform the duties of a higher classification only in emergencies for the purpose of replacing another employee who is off with pay, on leave of absence, sick leave, bereavement leave, personal leave or vacation. Where an employee is assigned temporarily to perform the duties of a higher classification, no change in pay shall be made until such assignment has been performed for five consecutive working days. On the sixth day, the employee shall be entitled to the salary at the step of the higher classification which reflects the lowest increase over the employee's current salary. If the difference in salary is less than \$200 annually, the employee shall receive the amount reflected in the next step of the higher classification.

When an employee is temporarily assigned to perform the duties of a lower classification, he shall be guaranteed his regular rate of pay. In the event it is deemed necessary to transfer an employee or change his/her work hours, consultation with the person to be transferred shall be made one week prior to the transfer unless there are any extenuating circumstances.

23. DISTRIBUTION OF THE AGREEMENT

The employer agrees to furnish the local President copies of the agreement for distribution to all employees.

24. CONVENTION OBLIGATION

The right of one elected delegate of the unit to attend CSEA State Organizational Conferences; such time will be allowed with full pay under personal leave policy of this Agreement, not to exceed four man days per year.

25. RECIPROCAL RESPECT

Upon ratification of the agreement, it shall be the obligation of both the Board and the Hastings Unit CSEA and its employees to loyally support the agreement. Neither the employer nor the local CSEA through their officers, members, representatives, agents, or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of the agreement.

26. SEPARABILITY

If any legislation or court decision renders any portion of this agreement invalid or unenforceable, the invalid or unenforceable provisions shall be severed from this contract and the remaining provisions shall continue in full force.

27. WORKERS' COMPENSATION

Employees who are deemed to be disabled as the result of a work related incident by the Workers' Compensation Board, shall incur no loss of sick leave and shall maintain his/her regular rate of pay pursuant to the following formula: One month for each year of service with a minimum of six months. Thereafter, sick leave will be credited on a pro-rata basis.

28. SICK LEAVE

- a. Sick leave shall be cumulative to 200 days.
- b. Sick leave shall accumulate at the rate of one and a quarter (1 ¼) days per month.
- c. After five (5) or more consecutive work days of illness, a medical certificate may be required before a member of the bargaining unit can qualify for further sick leave under this Article. Additional medical certificates must be provided every two weeks that an employee remains on sick leave. Further, the employee must furnish a verification of total fitness from a physician upon his/her return to work. Also, sick leave may be used for pregnancy related disability pursuant to the terms of this Article.
- d. Members of the bargaining unit are eligible to participate in a sick leave incentive program covering personal illness and family illness that provides a stipend to custodial unit members who meet one of three attendance requirements according to the following guidelines:

No days taken during a fiscal year (July 1 – June 30) - \$500
One day taken during a fiscal year (July 1 - June 30) - \$400
Two days taken during a fiscal year (July 1 – June 30) -\$200

This provision will sunset at the end of the current contract.

29. STIPENDS

Those employees with supervisory responsibilities, Senior custodians, Maintenance Mechanics and Custodial Groundsmen, will receive a yearly stipend of \$1,500.00.

30. SNOW DAYS

- a. Members of the bargaining unit are expected to report for work when school is closed due to inclement weather. If members of the bargaining unit are required to work beyond four (4) hours on days when school is closed due to inclement weather they will be paid time and one-half (1 ½) for all hours beyond four (4) hours.
- b. It is understood that a snow day schedule for night shift personnel will be mutually developed.
- c. All employees called out for snow removal shall receive double time for all hours worked up to the start of the regular work day.

31. NEW HIRES

The president of the Unit will be notified of all new hires within the Bargaining Unit.

32. SEVERANCE LEAVE PAY

Because of reorganization, consolidation or for any other reason, other than disciplinary, an employee released from the District shall be granted severance pay in the amount of one week's salary for each year of employment in the District, up to a maximum of five weeks.

32A. SERVICE PAY

After 20 years of service to the Hastings School District, an employee who gives the District at least 3 months of advance notice to retire into the New York State Retirement System shall receive a lump sum payment equal to \$150 per year for each full year of service.

33. DURATION

This is the entire agreement between the parties. This agreement shall remain in effect for the three (3) year period from July 1, 2008 through June 30, 2011.

34. LABOR MANAGEMENT COMMITTEE

A Labor Management Committee shall be formed consisting of the Superintendent of Schools and/or his/her designees, and no more than two (2) selected members of the CSEA bargaining Unit.

Said committee shall meet at mutually agreed upon times.

No decision of this committee, if or when implemented, shall act as a precedent in any future situation and shall not, in any circumstances, bind the District, the Board of Education or the CSEA to take a particular action in any future situation.

35. VISION PLAN

All unit member employees shall be provided with the CSEA Family Employee Benefit Fund Platinum 12 Vision Care with progressive additional lenses and glare resistant treatment at an additional cost of \$2.04 per employee per year over the life of this agreement.

36. LIFE INSURANCE

All unit member employees shall be provided with life insurance in the amount of \$40,000.00

37. CUSTODIAL SALARY AND LONGEVITY SCHEDULE

The salary schedule will be changed by moving the laborer position from column I to column II. The senior custodian position will move from column III to column IV. Custodial Salary and Longevity Schedule Charts begin on next page.

Hastings-on-Hudson UFSD

2008-2009 Custodial Salary Schedule

(Effective July 1, 2008)

	I	II	III	IV	V
	-Cleaner	-Custodian -Laborer		Senior Custodian Custodial Groundsman Maintenance Mechanic Bldg.	-Head Custodian
1A. Base Rate	38,096	41,063	43,999	45,546	57,036
1.	39,430	42,500	45,538	47,140	59,031
2.	41,826	44,325	47,339	49,134	61,039
3.	43,824	46,143	49,134	51,134	63,051
4.	46,291	48,309	51,483	53,491	65,501
5.	47,215	49,275	52,507	54,559	66,811
6.	48,161	50,261	53,557	55,650	68,148
7.	49,123	51,266	54,628	56,764	69,510

Longevity: 9 years \$802
 14 years \$913
 19 years \$1,025
 24 years \$1,247

Hastings-on-Hudson UFSD
2% Step 8
2009-2010 Custodial Salary Schedule
(Effective July 1,2009)

	I	II	III	IV	V
	-Cleaner	-Custodian -Laborer		Senior Custodian Custodial Groundsman Maintenance Mechanic Bldg.	-Head Custodian
1A. Base Rate	39,429	42,500	45,539	47,140	59,032
1.	40,810	43,988	47,132	48,790	61,097
2.	43,290	45,876	48,996	50,854	63,175
3.	45,358	47,758	50,854	52,924	65,258
4.	47,911	50,000	53,285	55,363	67,794
5.	48,868	51,000	54,345	56,469	69,149
6.	49,847	52,020	55,431	57,598	70,533
7.	50,842	53,060	56,540	58,751	71,943
8.	51,859	54,121	57,671	59,926	73,382

Longevity: 9 years \$827
 14 years \$938
 19 years \$1,050
 24 years \$1,272

Hastings-on-Hudson UFSD

2010-2011 Custodial Salary Schedule

(Effective July 1, 2010)

	I	II	III	IV	V
	-Cleaner	-Custodian -laborer		Senior Custodian Custodial Groundsman Maintenance Mechanic Bldg.	-Head Custodian
1A. Base Rate	40,908	44,094	47,247	48,908	61,246
1.	42,340	45,638	48,899	50,620	63,388
2.	44,913	47,596	50,833	52,761	65,544
3.	47,059	49,549	52,761	54,909	67,705
4.	49,708	51,875	55,283	57,439	70,336
5.	50,701	52,913	56,383	58,587	71,742
6.	51,716	53,971	57,510	59,758	73,178
7.	52,749	55,050	58,660	60,954	74,641
8.	53,804	56,151	59,834	62,173	76,134


Longevity:

- 9 years \$852
- 14 years \$963
- 19 years \$1,075
- 24 years \$1,297

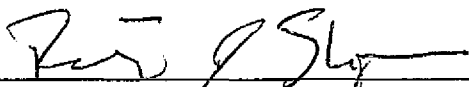
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT

Dated 11/7/09.

BY 
President, Board of Education

Dated 11/7/09

BY 
Superintendent of Schools

CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000, AFSCME, AFL-CIO
FOR THE HASTINGS CUSTODIAL UNIT.

Dated 11/25/08

BY 
President

Dated 11/25/08

BY 
Collective Bargaining Specialist

GRIEVANCE PROCEDURE

DEFINITIONS

1. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of this contract, or of applicable existing laws, rules, procedures, regulations, administrative orders, or work rules, which relate to or involve employee health, safety, physical facilities, materials or equipment furnished to employees or supervision of employees.
2. "Immediate Supervisor" shall mean the next higher ranking person in line of supervision.
3. "Chief Administrator" shall mean the Superintendent of Schools.
4. "Days" shall mean calendar days.
5. "Representative" shall mean the person or persons designated by the aggrieved employee to act in his behalf.
6. "Arbitrator" shall mean a person designated by the Public Employees Relations Board of the American Arbitration Association.

PROCEDURE

Step One:

The aggrieved party shall orally or in writing, present his grievance to his immediate supervisor. The immediate supervisor shall have five (5) full school days to render his decision to the aggrieved employee. If such grievance is not satisfactorily resolved at this step, the aggrieved employee may proceed to the next step.

Step Two:

The aggrieved party or his representative shall present his appeal in writing to the Superintendent of Schools. Within five (5) days of receiving this appeal, the Superintendent of Schools shall meet with all parties to the grievance. His decision will be forwarded to the aggrieved, the association representative and the immediate supervisor within ten (10) days of the meeting.

Step Three:

If the aggrieved party is not satisfied with the disposition of the grievance at step two, the aggrieved party or his representative shall present his appeal formally

and in writing to the Board of Education. Within fifteen (15) days of receiving this appeal, the Board will meet with all parties to the grievance.

Step Four:

If the aggrieved is not satisfied with the disposition of the grievance at step three, and such grievance is based on an interpretation of the contract, he may, within ten (10) days notify the Board of Education in writing requesting that his grievance be submitted to binding arbitration before the American Arbitration Association.

The decision of the Board of Education shall be final on any grievance not claimed as a violation of this contract.

The arbitration shall be held in accordance with Public Employment Relations Board rules.

The cost for the services of the arbitrator, including expenses, if any, shall be shared equally between the Board and the CSEA.