

# **AGREEMENT**

by and between the

**BOARD OF EDUCATION**

of the

**ROCKVILLE CENTRE  
UNION FREE SCHOOL DISTRICT**

and

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

**CSEA**

Rockville Centre UFSD Custodial Unit  
Nassau County Educational Local 865

**JULY 1, 2013 TO JUNE 30, 2017**

## TABLE OF CONTENTS

ARTICLE I RECOGNITION	1
ARTICLE II WORKING CONDITIONS	1
ARTICLE III VACATIONS	3
ARTICLE IV EMPLOYEE ABSENCES	4
ARTICLE IV A EXTENDED LEAVE OF ABSENCE	7
ARTICLE V RETIREMENT PLAN	7
ARTICLE VI SAFETY PRACTICES	8
ARTICLE VII ASSISTANCE IN ASSAULT OR CIVIL CASES	8
ARTICLE VIII SENIORITY	8
ARTICLE IX ASSOCIATION BUSINESS	8
ARTICLE X CONSULTATION WITH MEMBERS AND OFFICERS	9
ARTICLE XI DUES DEDUCTIONS AND AGENCY FEE	9
ARTICLE XII PAYROLL DEDUCTION	10

## TABLE OF CONTENTS

ARTICLE XIII COMPENSATION	10
ARTICLE XIV HEALTH INSURANCE	14
ARTICLE XV DENTAL AND OPTICAL INSURANCE	15
ARTICLE XVI LIFE INSURANCE AND CSEA LEGAL FUND	16
ARTICLE XVII HOLIDAYS	16
ARTICLE XVIII PERSONNEL FILES	17
ARTICLE XIX BOILER CLEANING	17
ARTICLE XX GRIEVANCE PROCEDURE	17
ARTICLE XXI CONFORMITY TO LAW SAVING CLAUSE	19
ARTICLE XXII STATUTORY NOTICE	20
ADDENDUM I – SALARY SCHEDULES BUILDINGS AND GROUNDS SENIOR MAINTAINER HEAD CUSTODIAN 2 HEAD CUSTODIAN 1 ASSISTANT HEAD CUSTODIAN/MAINTAINER CUSTODIAN CLEANER/GROUNDSKEEPER/MESSENGER	

**ARTICLE I**  
**RECOGNITION**

**Section 1**

The Civil Service Employees, Inc., Local 1000, AFSCME AFL-CIO, herein shall be referred to as the Association.

The Board of Education of Rockville Centre Union Free School District, Rockville Centre, New York shall hereafter herein be referred to as the Board.

**Section 2**

The Board of Education recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME AFL-CIO, as the sole and exclusive bargaining agent during the period of implementation of this Agreement for all personnel in the operational and maintenance departments, except Supervisor of Operations and Maintenance Foreman.

**Section 3**

Recognition shall be in accordance with the Public Employees' Fair Employment Act (Taylor Law).

**Section 4**

Both parties agree that negotiations for a new contract to replace the extended contract to 2009 will commence on or before June 30, 2008.

**ARTICLE II**  
**WORKING CONDITIONS**

**Section 1 – WORK HOURS**

Shifts shall be determined in accordance with the needs of the individual schools but will have starting time no greater than one (1) hour earlier or one (1) hour later than the schedule listed below:

Day shift	7:00 a.m. to 3:30 p.m.
Evening shift	3:30 p.m. to 12 midnight

Special mid-day schedule may be assigned by mutual agreement.

Unit members hired prior to July 1, 1979 will be assigned to the night shift on a voluntary basis only.

## Section 2 – WORKWEEK

The workweek for the Unit personnel shall be forty (40) hours during five (5) consecutive eight (8) hour days from Monday through Friday.

New hires to the District may be assigned a flexible work week at the discretion of the Superintendent of Schools. Such flexible workweek shall consist of Tuesday through Saturday or any other five (5) days mutually agreed to by the employee, the Superintendent of Schools and the President of the Association. The unit member on the flexible schedule may be assigned the regular workweek at the option of the Superintendent of Schools.

Summer hours: Members of the unit will work 40 hours a week during the summer. Summer hours will be ten (10) hours a day for four (4) days a week. .

## Section 3 – LUNCH HOURS

A thirty minute lunch hour exclusive of hours worked shall be provided, except for schools with only one custodian. In those instances, pay for twenty minute lunch periods within their time on the job will be given.

## Section 4 – UNIFORMS (SHOES AND GEAR)

Uniforms to be provided by the District shall be worn by members of the Unit, during all work hours, including using appropriate footgear. Each non-probationary member of the Unit shall be paid \$350.00 for the 2009/10 school year, \$300.00 for the 2010/11 school year, \$300.00 for the 2011/12 school year and \$300.00 for the 2012/13 school year for uniform maintenance (shoes) during the first accounts payable period in July of each year. The District will provide one set of foul weather gear per building. Custodial and cleaning staff shall be provided with winter jackets every three years.

## Section 5 - CONFERENCES AND EDUCATION

Unit members may propose educational courses and/or conference attendance for District's consideration. District may mandate conference or educational course attendance. In the event that the District mandates attendance or approves a proposal from a unit member, the District shall pay all reasonable costs associated with such attendance.

**ARTICLE III**  
**VACATIONS**

**Section 1**

Vacations will be granted for continuous service in the school district computed as of July 1<sup>st</sup> each year as follows:

10 working days after 1 year.  
15 working days after 5 years.  
20 working days after 10 years.

**Section 2**

Vacations shall be scheduled during the summer months and the three vacation periods. However, unit members will have the ability to utilize up to ten (10) vacation days when school is in session. At no time shall more than 50% of the assigned staff of any school be on vacation. Requests for vacation time will be made to the Assistant Superintendent who will grant vacation on the basis of seniority, insofar as possible.

**Section 3**

If starting date for full time employment occurs on or prior to the 15<sup>th</sup> of the month, a full day of vacation shall be credited for that month. The same principle will be used in computing vacation for the last month of employment preceding termination.

**Section 4**

Vacations shall not accrue during the first 26 weeks of employment. At the end of the 26 weeks, the accrued vacation will be retroactive and made available and at the next scheduled vacation period depending on the period worked.

Example: April employment – Probationary; October – Permanent Vacation accrued for April, May and June to be taken during Christmas, Mid-Winter and Easter vacations. The remaining vacation will be accrued in accordance with normal procedure.

November employment – Probationary; April - Permanent Vacation accrued will be carried forward to the summer and be made available with the credit for May and June added.

**ARTICLE IV**  
**EMPLOYEE ABSENCES**

A. Absences of employees may be permitted without deduction of salary up to an annual allowance of 15 days per year. Of these 15 days, 10 may be allowed for personal illness and 5 for reasons other than personal illness may be used for reasons listed in Subdivision G. Unused days shall be cumulative to a maximum of 180 days with the cumulative portions available for personal illness leave only. Effective July 1, 2014, unused days shall be allowed as an unlimited accumulation of sick day carryover. The following shall apply to these leaves:

1. "PERSONAL ILLNESS" – 10 days per year. An employee, who has been absent more than five consecutive working days because of personal illness, shall submit a physician's statement within the 10<sup>th</sup> school day of the commencement of the absence. Employees MUST be prepared to provide a physician's statement of personal illness for ANY sick day taken once 5 separate sick days have been used during each school year.

2. "REASONS OTHER THAN PERSONAL ILLNESS" – 5 days per year as further defined in Subdivision G. Absences will be permitted for single days or two consecutive days for only reasons listed in Subdivision G. The signing of Form X is the employee's certification that the reason (s) for the absence conform to the list in Subdivision G.

B. For part-time (40% or more) persons, whose contract of employment is longer than six months, the proportionate amount of leave shall apply.

C. Whenever an employee expects to be absent he must notify his Principal or other supervisor in advance, so that a replacement can be secured. Upon return from any absence, the employee shall file statement of the date(s) and reason (s) for such absence on Form 35.

Absences for reasons other than those for personal illness, in excess of five days in a year, which are authorized and for which full deduction is applicable may, at the discretion of the Superintendent, have such deduction modified to deduction at the minimum rate of substitute pay.

D. The following absences are non-deductible from cumulative allowance, shall be without loss of salary and request thereof shall be made on Form Y as prescribed in Subdivision G.

1. DEATH IN IMMEDIATE FAMILY – Three (3) working days of absence will be approved for each death in the immediate family. For purposes

of this paragraph only, "immediate family" shall include parent, child, sister, brother, spouse, mother-in-law, father-in-law and grandparents. Effective July 1, 2014, Immediate Family shall include Brother-in law and Sister-in-law.

2. **JURY DUTY** – Notice of Jury Duty must be submitted to the Superintendent. The employee shall reimburse the district in a amount equal to the jury fee received. (See also Policy 4156).
  3. **QUARANTINE** – Employees absent by reason of quarantine imposed by Doctor's order due to illness caused by a contagious disease of a resident member of the household will submit a doctor's certificate explaining the order. Absence will be approved for the duration of the quarantine.
- E. Full deduction of pay shall be applied for days of unauthorized absence.
- F. In unusual circumstances, the Board of Education may, on the recommendation of the Superintendent of Schools, grant full time members of the staff leave of absence for health reasons in addition to provisions stipulated above.
- G. Employees who expect to be absent for reasons other than personal illness and "illness in the immediate family," prior to the absence, must submit a completed Form X to the Superintendent and a copy to the Principal.

Requests for absences that conform to the reasons listed below are to be submitted on Form X. All other requests for absences are to be submitted on Form Y. In emergency situation, employees are expected to make every effort to communicate with the Principal or Supervisor prior to the absence if insufficient time is available for the written request. In these cases, the employee should submit Form Y on his return.

On return from any absence, an employee shall file a completed Form 35 with his immediate Supervisor who will forward it to the Superintendent's Office.

The following are approvable as absences for reasons other than personal illness as certified by the employees and should be requested on Form X.

**Legal:** To appear in Court  
To appear at Internal Revenue Office for audit purposes  
To close on a house

**Family:** To take son or daughter to college

To attend son's, daughter's or spouse's college graduation  
 To be with someone in immediate family having a serious operation  
 To take or bring home from the hospital a member of the immediate family  
 To move to a new home  
 Illness in the immediate family  
 Additional days for death in the immediate family beyond the three non-deductible days permitted by Subdivision D-1 above.

Education: To take a comprehensive or qualifying examination for an advanced degree  
 To receive a degree

Religious: To attend a special religious ceremony involving a member of the immediate family  
 To attend funerals of persons other than immediate family  
 To observe a total of two religious holidays provided request thereof is made on Form X prior to June 15 of the preceding school year. When the date of employment makes such a request date impractical, the employee will submit his request within two weeks of the commencement of employment.

Emergency: To attend to an emergency which requires immediate attention, which can be documented if necessary, such as an appliance repair, loss of heat, plumbing service, etc.

NOTE: A request to be absent for additional religious observance is to be filed on Form Y and, if the request is granted, deduction will be made at the minimum substitute rate.

H. The Superintendent may designate a district supervisor to visit the employee who calls in sick. The first visit may take place the same day between the hours of 7:00 a.m. and 3:30 p.m. The visitor shall identify himself when calling at the residence of the employee who has reported himself as sick, and request that he speak to the employee. He shall politely inform the employee to sign an inspection form if he is physically able. The visitor will then depart. If the employee is not at home, he shall provide the Superintendent with a satisfactory explanation therefore.

I. Monies paid to employees for perfect or near perfect attendance will be as follows:

0 days absent	\$700.00
1 day absent	\$500.00
2 days absent	\$300.00

**ARTICLE IV A**  
**EXTENDED LEAVES OF ABSENCE**

A. **Leave of Absence**

A leave of absence for one year, without pay, may be granted upon recommendation of the Superintendent, which shall not be withheld unreasonably, and approval of the Board of Education, to any permanent employee with at least 5 (five) years of District service for disability or for temporary employment in the interest of public service or professional growth. This leave shall be for one full year only.

B. **Leaves of Absences for Childbearing and/or Child Rearing**

1. Upon written request, an employee shall be granted a leave of absence for up to two (2) years for the purposes of childcare and child rearing. Said leave shall be without pay and shall commence at any time between a) the birth of a child to the employee, the birth of a child fathered by the employee or the birth of an adopted child and b) one year after the birth of said child.
2. Except where an emergency prevents the giving of such notice, the employee's written request for a child care and/or child rearing leave shall be made to the Superintendent or his designee at least thirty (30) days prior to the effective date on which the employee's leave is to begin. The above leave may be extended for successive one (1) year periods at the sole discretion of the Superintendent.
3. If an employee has been granted a total of four years leave of absence under this provision no further childcare leave shall be granted to that person.

**ARTICLE V**  
**RETIREMENT PLAN**

Benefits are available to Service Unit employees who are members of the New York State Employees Retirement System under the 1/60 program retroactive to April 1938 in accordance with law and applicable tiers.

**ARTICLE VI**  
**SAFETY PRACTICES**

The parties recognize the necessity of the following good safety practices in all job classifications. The Board will provide adequate equipment and safe working conditions. Any conditions, which are felt to be unsafe, shall be reported, promptly investigated and corrections made where required.

**ARTICLE VII**  
**ASSISTANCE IN ASSAULT OR CIVIL CASES**

Employees shall be required to report all cases of assault against them and/or civil actions filed against them, in connection with their employment, to the Superintendent of Buildings and Grounds and the Superintendent of Schools.

The Superintendent of Schools' office shall acknowledge receipt of such report within three days.

**ARTICLE VIII**  
**SENIORITY**

**Section 1**

If layoffs become necessary, each title will be a separate classification for lay-off purposes:

Custodian	Cleaner
Maintenance	Messenger
Groundskeeper	

**ARTICLE IX**  
**ASSOCIATION BUSINESS**

**Section 1 – Use of District Facilities**

Permission shall be granted for the use of district facilities for meetings within the policy covering taxpayer use of school facilities. Appropriate application must be filed and approved by authorizing person.

**Section 2 – Bulletin Board**

At least one bulletin board shall be reserved at an accessible place in each building for the exclusive use of the Association for the purpose of posting. Such material shall deal with proper and legitimate Association business.

**Section 3 – Distribution of Agreement**

This agreement shall be reproduced without cost to the Association and copies shall be distributed within a reasonable period.

**Section 4**

The Association President shall meet monthly to consult with the Supervisor of Operations on matters of mutual concern, which shall not include matters, which would otherwise be the subject matter of negotiations.

**ARTICLE X**  
**CONSULTATION WITH MEMBERS AND OFFICERS**

Promotional vacancies will be posted. Seniority will be considered among other qualifications, by the district. In the event that a member applied for a vacant promotional position and is not appointed, the Supervisor of Operations shall consult with the member.

**ARTICLE XI**  
**DUES DEDUCTIONS AND AGENCY FEE**

**Section 1**

The District agrees to deduct an agency fee from the salaries of non-member Unit employees for the Association, and its affiliates, and to transmit such monies to the Association.

**Section 2 – Disposition of Dues Deducted by District**

The Association assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Civil Service Employees Association, Inc.

**Section 3 – Dues Check-Off List**

Upon request annually, the Association shall provide the Board with a list and signed cards of those employees who have voluntarily authorized the Board to deduct dues for the Association.

**ARTICLE XII**  
**PAYROLL DEDUCTION**

The District agrees to provide a credit union payroll deduction for employees who request such deduction.

**ARTICLE XIII**  
**COMPENSATION**

**Section 1 – Salary Schedules**

Salaries shall be increased as follows and shall be paid in accordance with the annexed schedules:

2009/10	0.00%	2013/14	0.00%	Effective July 1, 2013
2010/11	3.00%	2014/15	4.00%	Effective July 1, 2014
2011/12	3.00%	2015/16	2.00%	Effective January 1, 2013
2012/13	3.00%	2016/17	1.00%	Effective July 1, 2016

**Section 2 – Overtime and Notification for Snow Days**

- A. Time and one-half pay shall be paid for all authorized overtime including Saturday.

Overtime pay shall be paid provided the unit member has actually worked forty (40) hours in the same workweek. Included in the calculation of actual hours worked, the use of vacation, holidays, death in immediate family (Article 4D), jury duty (Article 4D), and quarantine (Article 4D) shall be counted as hours worked. However, the use of sick, personal or days of absence attributable to Workers' Compensation shall not be counted as hours worked. This shall not apply to the calculation of overtime for removal of snow as per practice.

- B. For work required on one of the holidays designated by the School Administration time and a half pay will be given in addition to regular pay. Double time (twice the regular rate) shall be paid for any time that is worked on Sunday.
- C. An employee called for duty for an emergency, except snow, shall receive a minimum of four hours pay at the prevailing overtime rate, which will commence when he arrives on the job.
- D. An Administrator will be responsible for notifying appropriate unit member when duty on a snow day is necessary. Employees shall receive compensatory time off for snow days worked. In addition, all custodial and maintenance employees who report to work and complete their eight (8)

hour shift, will be paid an additional \$100 for each day. This "snow pay" will be paid to employees in a separate check that coincides with the last payroll check in June.

### **Section 3 – Terminal Pay**

- A. A Unit member who shall give to the Board a written statement of intention to retire under the New York State Employees' Retirement System 2 ½ months in advance of such retirement shall be entitled to receive a Terminal pay allowance. : Effective July 1, 2010, all unused sick time shall be paid at the rate of \$70.00 per day up to a maximum of 300 days. Effective July 1, 2014, all unused sick time shall be paid at the rate of \$80 per day upon retirement up to a maximum of 300 days.  
To qualify for this benefit:
1. such member shall have, upon the effective date of retirement completed at least 10 years of service in the School District; and
  2. such unused days shall have been accumulated solely in the School District and shall comprise (a) at least 50 days at the time of retirement. .
- B. A Unit member shall not be eligible for the allowance set forth if the member has been discharged pursuant to Article 75 et seq. of the Civil Service Law or the member has resigned at the request of the School District.

The allowance paid to the member, pursuant to Paragraph "A" shall be paid in one lump sum within 30 days following the effective date of retirement. The said payment, however, shall not constitute part of the member's salary for the purpose of computing benefits payable under the Employees' Retirement System.

### **Section 4 – Building Checks**

Two hours pay will be given for building checks of the Middle and Senior High Schools. Pay will be given for one hour for building checks of the elementary schools. Building checks shall only be performed from December 15<sup>th</sup> through March 15<sup>th</sup> unless authorized in advance by the Assistant Superintendent or Director of Facilities.

**Section 5 – Night Differential**

The annual rate for night differential will be \$1,400.00 for the 2009/10 school year, \$1,500.00 for the 2010/11 school year, \$1,600.00 for the 2011/12 school year and \$1,700.00 for the 2012/13 school year. Effective July 1, 2014, night differential shall increase by \$200. Effective July 1, 2015, night differential shall increase by \$100. Effective July 1, 2016, night differential shall increase by \$100. This differential applies to regularly assigned duty hours, which may begin at some point after noon and involve work after 5 p.m.

**Section 6 – Temporary Pay Differential**

An employee working temporarily in a classification higher than his classification shall receive the pay of the higher classification after performing those duties for more than eight (8) consecutive workdays.

**Section 7 – Longevity Pay**

Additional pay for longevity will be given as follows:

After 15 years of service in the school district:

09/10 school year	\$1,700.00
10/11 school year	\$1,900.00
11/12 school year	\$2,100.00
12/13 school year	\$2,300.00
13/14 school year	\$2,700.00
14/15 school year	\$2,900.00
15/16 school year	\$3,100.00

After 20 years of service in the school district:

09/10 school year	\$2,500.00
10/11 school year	\$2,700.00
11/12 school year	\$2,900.00
12/13 school year	\$3,100.00

After 25 years of service in the school district:

09/10 school year	\$2,900.00
10/11 school year	\$3,100.00
11/12 school year	\$3,300.00
12/13 school year	\$3,500.00

### Section 8 – Merit

If, in the opinion of the Board of Education, the service of any member of the Buildings and Grounds Staff is unsatisfactory, an increment may be denied. If, in the opinion of the Board of Education, the service of any member of the

Buildings and Grounds Staff is of extraordinary merit, a larger increment may be given or the maximum exceeded. Merit pay will be based upon an evaluation by an immediate supervisor in consultation with the Assistant Superintendent or his designee.

In order to receive merit pay, members of the unit must apply to a committee that will be comprised of two (2) members of the bargaining unit and two (2) representatives from the school district. Three (3) votes by members of this committee will constitute a recommendation to the Superintendent of Schools, who must agree to the recommendation before bringing it to the Board of Education for final approval.

The criteria for earning merit pay will be established by this committee prior to January 1<sup>st</sup> of each year of the contract subject to approval by the Superintendent of Schools.

### Section 9 – Extra Pay

- A. Unit members will receive a lump sum check equaling one day's pay for each six months of perfect attendance commencing July 1<sup>st</sup> or January 1<sup>st</sup> of each year of the contract. For purposes of this subdivision, perfect attendance shall mean no sick or unauthorized days taken.
- B. A second option for a bonus provides unit members with a lump sum check equaling \$150 for two days off per year, \$350 for one day off per year or \$550 for no days off per year commencing July 1<sup>st</sup> of each year of the contract. For purposes of this annual perfect attendance bonus option the only excusable (authorized) absences are death in immediate family, jury duty and quarantine.

### Section 10 – Stipend for Necessary Licenses

The District agrees to pay a stipend and/or the cost of maintaining a particular license in the event that the District determines that the maintenance of such license is beneficial to the District.

### **Section 11 – Workers' Compensation**

An employee who is injured in the course of his/her employment with the District and who qualifies for Workers' Compensation, shall receive the difference between his/her regular salary and compensation payments for a period not to exceed six (6) months during the employee's tenure as an employee in Rockville Centre, or until permanent disability has been determined to exist, whichever occurs first. Sick days shall be charged concurrently for each workers' compensation day taken beyond the first seven (7) calendar days following the date of the injury. These sick days will be restored only when the Workers' Compensation Board authorizes the claim as compensable.

### **Section 12 – Section 457(b)**

The District shall provide all unit members with the ability to participate in a Section 457(b) Plan (subject to compliance with the Internal Revenue Code and I.R.S. requirements) adopted by the District for immediate implementation following ratification by the Board of Education and the Association.

## **ARTICLE XIV** **HEALTH INSURANCE**

- A. The Board of Education shall provide health insurance coverage to unit members in accordance with terms set forth below. Regardless of the health plan provided, effective July 1, 2010, active unit employees will contribute 10% of the plan premium costs for each year of the contract. Effective July 1, 2014, active unit employees will contribute 12% for family and/or individual health insurance plan premiums. Effective January 1, 2016, active unit employees will contribute 13% for family and/or individual health insurance plan premiums. Effective July 1, 2016, active unit employees will contribute 14% for family and/or individual health insurance plan premiums. Retired employees will pay ten (10%) percent of the cost of the plan premium. Retired employees whose gross income falls below that income that would make them eligible for the senior citizen property tax exemption as established by Nassau county will be exempt from paying the 10% cost of the plan premium.

The Rockville Centre Custodial Association will agree to allow the Administration to pursue alternative health insurance programs under the following conditions:

1. Employee representation, exclusive of principals, assistant principals, deans, etc., on benefit committees and all other administrative committees must be equal to administration

representation. Votes of any trust committee or benefit committee must be by two-thirds majority.

2. Any plan considered by the District must have benefits equivalent to the Empire Plan as it exists on September 1, 1988.
3. Any health plan considered by the District must be presented to the Custodian's Association for independent analysis and approval in advance of implementation.
4. The administration agrees to continue to provide health insurance coverage for retirees in the same program as is provided for active employees. The District agrees to acknowledge the Rockville Centre Custodian's Association as the agent for the retirees with regard to any disputes, complaints, controversies or grievances that arise in violation of this health insurance provision other than disputes over benefit structure.
5. Active unit members shall have the option to withdraw from the health insurance program. Active unit members who exercise this option must notify the District in writing by August 1 and shall receive in June a lump sum payment equal to 50% of the premium the district would have paid on their behalf.

According to the New York State Department of Civil Service Employee Benefits Division, active unit members either returning to the health insurance plan while still employed by the school district and/or contemplating retirement, shall have the right to re-enter the health insurance plan provided that the unit member reactivates his/her membership three (3) month's prior to his/her decision to re-enter the plan or his/her retirement date. Therefore, notice of intent to re-enter the health insurance plan should be given to the district at least thirty (30) days prior to the three-month period.

#### **ARTICLE XV** **DENTAL AND OPTICAL INSURANCE**

The District agrees to contribute \$550.00 annually per unit member to provide dental insurance. It is noted that the dental plan to which the contributions are made is the CSEA/EBF plan. The District will contribute \$225.00 annually per unit member for the Silver 24 Optical Plan.

**ARTICLE XVI**  
**LIFE INSURANCE AND CSEA LEGAL FUND**

- A. The District shall make a contribution to the custodians for the purpose of that association purchasing life insurance policies for each full time member of their group. The policy so purchased by the association shall be for not less than \$4,000 nor more than \$6,000 on the life of the employee. Any portion of the annual payment for this purpose not expended for actual premiums shall be returned to the Board. The Board shall be entitled to and receive the cash for any dividends.

The securing of the insurance carrier and the administrative duties involved in the maintenance of life insurance program shall be the sole

responsibility of the Association. Granting this benefit in no way obligates the Board of Education to maintain this benefit in future contracts.

- B. The School District will pay \$1.50 per pay period for any member of the custodial bargaining unit who wishes to participate in the CSEA Legal Fund.
- C. The District shall make available a payroll deduction line for CSEA Insurance.

**ARTICLE XVII**  
**HOLIDAYS**

- A. It has been agreed that paid holidays selected by the school administration are granted each year to the custodial and maintenance employees after the school calendar for pupil attendance has been established each year. Fifteen paid holidays will be given annually. The District agrees to meet with the unit president to discuss and get input from the union prior to establishing holidays.
- B. A floating holiday will be added to the fifteen (15) holidays currently assigned to the unit. The employee will make application for the use of this floating holiday by June 15<sup>th</sup> of the year prior to its use, subject to approval by the Superintendent or his/her designee. New employees will become eligible for the floating holiday as of July 1<sup>st</sup> of the fiscal year following their date of appointment. Approval of floating holiday will be for requests that do not cause the district to incur additional costs and, therefore, for some persons, must be taken during times when school is not in session.

**ARTICLE XVIII**  
**PERSONNEL FILES**

Upon request by the Civil Service employee, he/she shall be permitted to examine his/her official employment and personnel file, exclusive of pre-employment information. No material derogatory of a Civil Service employee's conduct, service, character or personality shall be placed in the business office file or Principal's file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read the file with the understanding that such signature merely signifies that he/she read the material to be filed, and does not necessarily indicate agreement with its content. The employee shall have the right to answer any material filed and his/she answer shall be attached to the file copy.

**ARTICLE XIX**  
**BOILER CLEANING**

A boiler cleaning company will clean the boilers at least once a year.

**ARTICLE XX**  
**GRIEVANCE PROCEDURE**

**Preamble**

The Board recognizes the right of staff members to present their grievances and to be assured of a prompt and fair resolution of such grievances. The Board has adopted the following for the settlement of grievances in order to assure continuing harmonious and cooperative relationships among all personnel.

**Definitions**

"Grievance" will mean any claimed violation, misinterpretation, or inequitable application of laws, ethics, school district policy, administrative regulations, or administrative authority. A grievance may concern any working condition tending to endanger or handicap an individual in the proper discharge of his/her duty.

"Counsel" will mean any advisor selected by the individual.

**Basic Standards and Principles**

1. It is the intent of this policy to encourage the resolution of grievances on an oral and informal basis in a atmosphere of free discussion.

2. Each individual will have the right to present his/her grievance according to the provisions of this policy, free from interference, coercion, restraint, discrimination, or reprisal.
3. Beginning with the first formal stage any of the parties will have the right to a hearing at which he/she may appear in person and/or be represented by counsel and at which he/she may present oral and written statements.
4. Copies of every written statement submitted at each stage will be provided for each party to the grievance.
5. Time limits will be adhered to strictly unless unusual circumstances require a delay. In that case, the party desiring a delay will notify all concerned in writing, specifying the reason for the delay and indicating a substitute date.
6. No part of this document will be interpreted as limiting in any way the right of the individual to discuss informally with his/her supervisors any matter that is of concern to him/her.
7. The grievance procedure will be reviewed annually by the Board.

#### Informal Stages

**Note:** For employees who are directly supervised by the Superintendent, omit stage one.

1. The aggrieved individual will present his/her grievance orally to his/her supervisor, who shall orally and informally discuss the grievance with the individual. The supervisor will inform the individual of his/her decision within five school days. If the decision is not satisfactory to the individual, he/she may proceed to the second informal stage.
2. Within a time limit of 20 school days, the aggrieved individual will present his/her grievance orally to the Superintendent who will orally and informally discuss the grievance with the individual. The Superintendent will inform the individual of his/her decision within five school days. If the decision is not satisfactory to the individual, he/she may proceed to the first formal stage within a time limit of 40 school days.

### Formal Stages

Note: For employees who are directly supervised by the Superintendent, omit stage one.

1. The first stage will begin with the aggrieved individual's presentation of his/her grievance in writing to his supervisor. The supervisor will notify the individual in writing of his findings of fact and conclusions within five school days. If the decision is not satisfactory to the individual, he/she may proceed to the second stage within a time limit of 40 school days.
2. The second stage will begin with a written request by the aggrieved individual for a review of his/her grievance by the Superintendent. With his request the individual will include a copy of the original statement of his/her grievance and the supervisor's written reply.
3. The third stage will begin with a written request by the aggrieved individual for a review of his/her grievance by the Board. Within 10 days, the individual, at Board request, will furnish the Board with copies of all written statements previously submitted.

If a hearing is held by the Board, it will be in executive session unless all parties consent to a public session. The Board will notify all parties to the grievance in writing of its findings of fact and conclusions within one calendar month of the appeal.

### ARTICLE XXI CONFORMITY TO LAW SAVING CLAUSE

- A. If any provision of this Agreement is or shall at any time be contrary to law, as determined by a body having competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law.
- B. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in full force and effect.
- C. This Agreement shall supersede any existing Board policy, instruction or direction where the same is in conflict with any provision of this Agreement and, to that extent, the provisions of this Agreement shall be controlling.

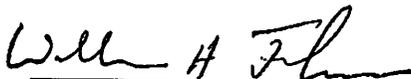
**ARTICLE XXII**  
**STATUTORY NOTICE**

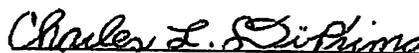
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS BEEN GIVEN APPROVAL.

IN WITNESS WHEREOF, the Board and the Association have executed this Agreement by their duly authorized officers.

FOR THE DISTRICT

FOR CSEA INC. LOCAL 1000





Superintendent of Schools

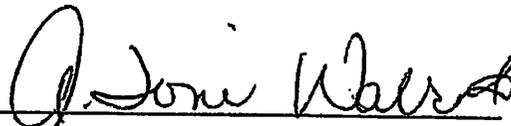
President, Rockville Centre  
Custodial Unit

Date: 4/9/14

Date:



President Board of Education  
Rockville Centre UFSD



Collective Bargaining Specialist  
CSEA Inc.

Date: 4/9/14

Date: 4/9/14

Senior Maintainer				
	13/14	14/15	15/16	16/17
1	54,483	56,663	57,796	58,374
2	55,747	57,976	59,136	59,727
3	57,012	59,292	60,478	61,083
4	58,275	60,606	61,818	62,436
5	59,543	61,924	63,163	63,795
6	60,803	63,235	64,499	65,144
7	62,255	64,745	66,040	66,700
8	63,327	65,860	67,177	67,849
9	64,585	67,168	68,511	69,196
10	65,504	68,124	69,486	70,181
11	66,760	69,431	70,819	71,527
12	68,026	70,747	72,161	72,883

GUIDE 1

Head Custodian 2				
	13/14	14/15	15/16	16/17
1	52,417	54,514	55,604	56,160
2	53,682	55,830	56,946	57,516
3	54,944	57,142	58,285	58,868
4	56,206	58,454	59,623	60,219
5	57,471	59,770	60,965	61,575
6	58,736	61,086	62,307	62,931
7	59,997	62,397	63,645	64,282
8	61,258	63,709	64,983	65,633
9	62,528	65,029	66,330	66,993
10	63,789	66,341	67,667	68,344
11	65,051	67,653	69,006	69,696
12	66,310	68,962	70,342	71,045

GUIDE 2

Head Custodian 1				
	13/14	14/15	15/16	16/17
1	50,513	52,534	53,585	54,121
2	51,783	53,855	54,932	55,481
3	53,039	55,160	56,264	56,826
4	54,302	56,474	57,604	58,180
5	55,574	57,797	58,953	59,542
6	56,838	59,112	60,294	60,897
7	58,096	60,420	61,628	62,244
8	59,360	61,735	62,969	63,599
9	60,622	63,047	64,308	64,951
10	61,887	64,362	65,649	66,306
11	63,139	65,664	66,978	67,647
12	64,420	66,996	68,336	69,020

GUIDE 3

Asst Head Custodian/Maintainer				
	13/14	14/15	15/16	16/17
1	49,365	51,340	52,366	52,890
2	50,623	52,648	53,701	54,238
3	51,883	53,958	55,037	55,588
4	53,149	55,275	56,381	56,944
5	54,407	56,583	57,715	58,292
6	55,680	57,907	59,065	59,656
7	56,938	59,215	60,399	61,003
8	58,199	60,527	61,737	62,354
9	59,465	61,844	63,081	63,711
10	60,725	63,154	64,417	65,061
11	61,986	64,465	65,755	66,412
12	63,253	65,783	67,098	67,769

GUIDE 4

Custodian				
	13/14	14/15	15/16	16/17
1	45,781	47,612	48,564	49,050
2	47,054	48,936	49,915	50,414
3	48,313	50,245	51,250	51,763
4	49,582	51,566	52,597	53,123
5	50,836	52,869	53,927	54,466
6	52,097	54,181	55,264	55,817
7	53,364	55,499	56,609	57,175
8	54,625	56,810	57,947	58,526
9	55,892	58,128	59,290	59,883
10	57,151	59,437	60,625	61,232
11	58,419	60,756	61,971	62,591
12	59,678	62,065	63,307	63,940

GUIDE 5

Cleaner/Groundskeeper/Messenger				
	13/14	14/15	15/16	16/17
1	43,281	45,012	45,912	46,371
2	44,535	46,317	47,243	47,715
3	45,799	47,631	48,584	49,070
4	47,067	48,950	49,929	50,428
5	48,328	50,261	51,266	51,779
6	49,586	51,569	52,601	53,127
7	50,850	52,884	53,942	54,481
8	52,126	54,211	55,296	55,849
9	53,376	55,511	56,622	57,188
10	54,642	56,827	57,964	58,544
11	55,905	58,141	59,304	59,897
12	57,169	59,456	60,645	61,252

GUIDE 6