
AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**FARMINGDALE UNION FREE
SCHOOL DISTRICT**

and
**CSEA, Local 1000 AFSCME,
AFL-CIO**



Farmingdale UFSD Clerical/Custodial Unit #7574-01
Nassau County Educational Local 865

July 1, 2017 - June 30, 2020

CONTENTS

PREAMBLE	4
ARTICLE I – RECOGNITION	4
ARTICLE II – GRIEVANCE PROCEDURES	4
Section 1: Resolution of Board of Education	4
Section 2: Declaration of Policy	4
Section 3: Basic Principles	5
Section 4: Definitions	5
Section 5: Procedures	6
A. Stage 1: Initial Stage	6
B. Stage 2: Intermediate Stage	6
C. Stage 3: Chief Administrator Stage	7
D. Stage 4: Advisory Arbitration	7
Section 6: Distribution of Procedures	8
ARTICLE III – WORKING CONDITIONS	8
Section 1: Hours of Work	8
Section 2: Lunch Period	10
Section 3: Overtime	10
Section 4: Longevity Increment	11
Section 5: Retirement Benefit	11
Section 6: Salary Differential	12
Section 7: Withholding Increase	12
Section 8: Coffee Breaks	12
Section 9: Work Out of Title	12
Section 10: Work Titles	13
Section 11: Ten Month Employees	13
Section 12: Vacation	13
Section 13: Leave Allowance	15
Section 14: Non-Teaching Meetings and Visitations Within or Outside District	21
Section 15: Organizational Conference Days	21
Section 16: Leave of Absence	22
Section 17: Inclement Weather – Schools Closed	22
Section 18: Productivity	23
Section 19: Workshops	23
Section 20: Security Aides Retired from Public Service	23
Section 21: Security Aides Paid on an Hourly Basis	24
ARTICLE IV – PROMOTIONS	24
Section 1: Posting of Notices	24
Section 2: Salary for Provisional Appointees	24
Section 3: Lateral Moves – Salary Adjustments	24
Section 4: Promotion Examinations	25
Section 5: Promotion from Maintenance Helper	25
Section 6: Promotion from Maintainer	25

ARTICLE V – PROMOTION OF NON-TEACHING EMPLOYEES	25
Section 1: Section 75	25
Section 2: Seniority	25
Section 3: Assistance in Assault or Civil Cases	26
Section 4: Legal Counsel	26
Section 5: Compensation for Lost Time	26
Section 6: New Titles	26
Section 7: Protection	27
Section 8: Safety	27
Section 9: Uniforms	27
ARTICLE VI – ON THE JOB INJURIES	29
ARTICLE VII – HEALTH INSURANCE AND LIFE INSURANCE	29
Section 1: Health Insurance Plan	29
Section 2: Dental Insurance	30
Section 3: Life Insurance	30
Section 4: Optical Benefit	30
Section 5: Flex Benefits Plan	30
ARTICLE VIII – ARMED FORCES SERVICE CREDIT	31
ARTICLE IX – RETIREMENT CONTRIBUTIONS	31
ARTICLE X – SALARY SCHEDULES	31
Section 1: Schedules	31
Section 2: Annual Advancement	31
Section 3: Payment Periods (Pay Checks)	31
Section 4: Pay Schedule	31
ARTICLE XI – PERSONNEL FILES	32
Section 1: Access to Files	32
Section 2: Employee Review of Contents	32
Section 3: Employee Responses	32
Section 4: Evaluations	32
Section 5: Memos on Terms and Conditions	32
ARTICLE XII – TRANSFER AND REASSIGNMENTS	32
ARTICLE XIII – ASSOCIATION BUSINESS	34
Section 1: Use of District Facilities	34
Section 2: Bulletin Board	34
Section 3: Meetings	34
Section 4: Standards	34
Section 5: Consultation with the Negotiating Committee	34
Section 6: Changes to Contract	34
ARTICLE XIV – PAYROLL DEDUCTIONS	34
Section 1: Dues and Credit Union	34
Section 2: Union Dues Deductions	35
Section 3: Employee Authorization – Continuance	35
Section 4: Dues Discontinuance	35
Section 5: Disposition of Deducted Dues	35
Section 6: List of Employees with Deductions	35
Section 7: Tax Sheltered Annuities	35

Section 8: Deduction Schedule	35
ARTICLE XV – DAMAGE TO PROPERTY	36
ARTICLE XVI – MUTUALITY OF OBLIGATION	36
Section 1: Items Contrary to Law	36
Section 2: Secret Ballots	36
Section 3: Good Faith	36
Section 4: Legislation	37
Section 5: Consultations and Meetings	37
ARTICLE XVII – COMPUTER LABORATORY EMPLOYEES	37
ARTICLE XVIII – DURATION	37
Section 1: Period of Agreement	37
Section 2: Changes to Contract	37
Section 3: Rules and Regulations	38
Salary Schedule – Clerical Staff	39
Salary Schedule – Operations and Maintenance Staff	41
Salary Schedule – Computer Lab Technicians	43
Appendix A – Bus Driver Arbitration	44
Appendix B – Computer Lab Technicians	57
CSEA Grievance Form	59
APPENDICES	60

PREAMBLE

The Board of Education of Farmingdale Union Free School District (hereinafter called the Board), and Superintendent of Schools, and CSEA, Inc., Local 1000, AFSCME, AFL-CIO, the Certified Union by the Farmingdale School District Local (hereinafter called the Association) recognize that the highest quality of education consistent with community, state, and national resources is a common responsibility. Relationships must therefore be established which are based on this goal and on the concept of education as a public trust.

All parties or their representatives concerned recognize that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board and representatives of the Association to negotiate matters concerning working conditions, salaries, wages, grievance procedures, and fringe benefits, and to seek a mutually satisfactory agreement on these matters. To this end, free and open exchange of views is desirable and necessary with all parties or their representatives participating in deliberations. Therefore, the Board and the Association hereby adopt the following bylaws and procedures:

ARTICLE I -- RECOGNITION

The Board of Education recognizes CSEA, Inc., Local 1000, AFSCME, AFL-CIO, the Certified Union by the Farmingdale School District Unit Local, as the exclusive representative of the nonconfidential clerical, operational, maintenance, bus driver, security, computer lab technician, and three audio visual technician positions of the Farmingdale Union Free School District for the fiscal years July 1, 2017 through June 30, 2020. Commencing July 1, 1988, the position of Bus Dispatcher shall be excluded from representation by the CSEA.

ARTICLE II -- GRIEVANCE PROCEDURES

Section 1: Resolution of Board of Education

The Board of Education of the Farmingdale Union Free School District, Farmingdale, NY, in compliance with Article 16 of the General Municipal Law, Chapter 554 of the Laws of 1962, regarding the establishment of grievance procedures for public employees, adopts the following procedures for the settlement of grievances of the members of this bargaining unit, hereinafter referred to as "the employees."

Section 2: Declaration of Policy

In order to maintain a harmonious and cooperative relationship between the employees, administrators and members of the Board of Education, it is hereby declared to be the purpose of these procedures to provide for the orderly settlement of certain differences promptly and fairly as they arise, and to assure equitable and proper treatment of the employees pursuant to established policies, rules, and regulations of the district. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

Section 3: Basic Principles

- A. It is the intent of these procedures to provide for the settlement of differences at the earliest possible stage in a fair and equitable manner. The resolution of a grievance at the earliest stage is encouraged.
- B. Every employee shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal -- either directly or indirectly.
- C. Every employee shall have the right to be represented at any stage of the procedures by no more than one person of his or her choice. The administration shall also be entitled to an equal number of persons.
- D. Each administrator shall have the responsibility to consider each grievance presented to him or her and make a written determination within the authority delegated to him or her and within the time specified in these procedures.
- E. Each party to a grievance shall have access to all written statements and records pertaining to such case.
- F. All hearings shall be confidential.
- G. It shall be the responsibility of the chief administrator of the district to take such steps as may be necessary to give force and effect to these procedures.
- H. Modification of this procedure shall be instituted in the same manner as in the original development of this grievance procedure.
- I. The function of these procedures is to assure equitable and proper treatment under the policies and rules of the district.
- J. A grievance shall be deemed waived unless presented within thirty days from the time that the facts constituting such grievance are known or reasonably should have been known.

Section 4: Definitions

Administrator shall mean any employee responsible for, or exercising any degree of, supervision or authority over a member of this bargaining unit.

Chief Administrator shall mean the Superintendent of the district.

Day, as used in these procedures, shall be a day in which the employee would perform his or her assigned duties.

Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, policies, rules, or regulations of the school district which relate to or involve the employee in the duties assigned to him or her.

Immediate Supervisor shall mean the administrator to whom the employee is directly responsible. The supervisor may be the building principal, a director or department chairperson, or other individual as assigned or designated by the Superintendent of Schools.

Representative shall mean the person or persons designated by the aggrieved person as his or her counsel or to act on his or her behalf.

Section 5: Procedures

A. Stage 1: Initial Stage

The aggrieved employee shall present the grievance in writing to his or her immediate supervisor within 30 days pursuant to Article II, Section 3J. The immediate supervisor shall hear the grievance with the aggrieved employee or with the employee and his or her representative(s) if any. This hearing shall be held within three (3) school days of the filing of the grievance.

If no mutually agreeable time for a meeting can be arranged within three school days after receipt of the written grievance, then arrangements shall be made to relieve the employee of duties in order to conduct the Stage 1 hearing.

The immediate supervisor shall render his or her determination in writing to the aggrieved employee and to the Superintendent of Schools within three school days after the grievance has been heard.

If such grievance is not satisfactorily resolved at Stage 1, the aggrieved employee may proceed to Stage 2,

B. Stage 2: Intermediate Stage

If the aggrieved employee is not satisfied with the resolution of the grievance at Stage 1, the employee must submit his or her written request for a Stage 2 hearing to the building principal and to the Superintendent of Schools within five (5) school days of his or her receipt of the written decision at Stage 1.

The Superintendent or his or her designee shall arrange for a Stage 2 hearing to be conducted within five (5) school days of receipt of the written request for the Stage 2 hearing.

If the building principal had served as the hearing officer at the Stage 1 level, this proceeding shall automatically advance to Stage 3 and will be heard as specified under Section 5C of this article.

In all other cases, the Stage 2 grievance will be heard by the building principal or by a director as designated by the Superintendent of Schools.

A written decision shall be provided to the aggrieved employee within ten (10) school days of the completion of the hearing.

If the grievance is not satisfactorily resolved at Stage 2, the aggrieved employee may proceed to Stage 3.

C. Stage 3: Chief Administrator Stage

1. Within ten school days after a written determination has been made at Stage 2, the aggrieved employee may submit a written request to the Superintendent of Schools for a Stage 3 hearing. The Superintendent may designate the Assistant Superintendent to act in his or her behalf. The Assistant Superintendent shall have full authority to render a determination. All references to the Superintendent in this section may be construed to mean "or his or her designee."
2. Upon receipt of the aggrieved employee's request for a Stage 3 hearing, the Superintendent shall schedule a Stage 3 hearing. The Stage 3 hearing shall be scheduled not sooner than ten (10) nor later than fifteen (15) school days from the date of the written request for the hearing, and the parties shall have five (5) school days in which to provide the Superintendent with written statements, documents, etc., as the parties choose. The Superintendent will have at least five (5) school days in which to review all written materials submitted.
3. The Superintendent will render his or her written decision on the Stage 3 grievance within ten (10) school days of the hearing. Where transcripts are taken and where the parties agree, the written response of the Superintendent will be delivered as agreed. A copy of the Superintendent's written decision will be provided to the aggrieved employee in the time frame specified above.
4. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to Stage 4.

D. Stage 4: Advisory Arbitration

In the event that the grievance involves a claim of a violation of the express provisions of this agreement and an aggrieved employee is not satisfied with the written decision of his or her Stage 3 grievance, he or she shall have ten (10) school days in which to submit the grievance to the American Arbitration Association for the designation of an arbitrator. Such ten (10) days shall commence upon receipt of the Stage 3 decision. Both designation of the arbitrator and the arbitration proceedings shall be conducted in accordance with the applicable rules of the American Arbitration Association. The arbitrator shall submit the decision or award in writing within thirty (30) days after conclusion of the hearing. Copies of the decision shall be sent to the grievant, CSEA, the Superintendent, and Board Counsel. The decision or award of the arbitrator shall be advisory only. The cost of arbitration

shall be shared 50% by the Board and 50% by CSEA or the grievant, as the case may be.

The arbitrator shall have jurisdiction and authority to advise whether provisions of this Agreement have been complied with. The arbitrator shall not have jurisdiction or authority to add to, subtract from, or alter in any way, the provisions of this Agreement.

- E. All rules and regulations pertaining to personnel shall be written and a copy shall be made readily available to all persons in the library of each school building.
- F. Where disagreement occurs with respect to this grievance procedure, both parties agree to exert every effort to achieve agreement, and to that end, they will use all available resources including:
 - (1) Legal Services, and
 - (2) Advisory Opinions

Section 6: Distribution of Procedures

A copy of these procedures and any amendments, thereto, shall be distributed to all employees and shall be filed with the State Civil Service Commission within fifteen (15) days after their adoption. The procedure shall also be open to public inspection with the Clerk of the District.

ARTICLE III -- WORKING CONDITIONS

Section 1: Hours of Work

- A. A regular work week for all clerical employees shall consist of 35 hours. A lunch period of one (1) hour shall be taken by all clerical employees. This one (1) hour lunch period is not counted within the 35 hour work week.

The regular work day for all clerical employees shall span a period of eight hours, seven of which represent the regular work and one of which represents an unpaid lunch period.

- B. 1 The regular hours of work for the operational, maintenance and grounds employees are 40 hours per week.
- B. 2 The work hours for operational, maintenance and grounds employees during the period from July 1 to the first calendar week before Labor Day, shall be four (4) days per week for ten (10) hours each day, either Monday through Thursday or Tuesday through Friday. During this time period, the days constituting the work week and the hours of the workday shall be determined within the sole discretion of the Superintendent of Schools or his/her designee. Whether particular unit members are permitted to work the aforementioned modified summer work schedule shall be within the sole discretion of the Superintendent or his/her designee; except that if unit members can establish through documentation in acceptable form and substance to the Superintendent or his/her designee that they have an additional non-District job which would make it impossible to work the aforementioned modified summer schedule, the Superintendent or his/her designee will permit them to

work their regular days and hours of their school year schedule. Unit members participating in the modified summer schedule shall not be eligible for pay at the overtime rate unless they work in excess of forty (40) hours per week. After completion of the aforementioned modified summer schedule work period, unit members will return to their regularly scheduled workdays and hours subject to applicable administrative discretion. The provisions of this subsection relating to the modified summer work schedule shall apply only during the aforementioned period and shall not extend beyond such dates. This provision and the aforementioned modified summer work schedule shall expire in their entirety on June 30, 2020.

- C. Work hours for clerical staff shall be eight and one-half hours (8.5) each day (including one-half hour for lunch), Monday through Thursday, for all buildings, from July 1 to the first calendar week before Labor Day. During the aforementioned time period, clerical workers shall have Fridays off. After completion of the aforementioned modified summer work schedule period, clerical workers will return to their regularly scheduled workdays and hours subject to applicable administrative discretion. Whether particular unit members are permitted to work the aforementioned summer work schedule shall be within the sole discretion of the Superintendent or his/her designee. The provisions of this subparagraph relating to the modified summer work schedule shall apply only during the time period referred to above and shall not extend beyond such date. This provision and the aforementioned modified summer work schedule shall expire in their entirety on June 30, 2020.

During the Christmas recess period, the length of the workday for clerical employees is 8 a.m. to 3 p.m. with one (1) hour off for lunch. Lunchtime is to be administratively determined in order to assure coverage in each school or office. The workday for clerical employees during the mid-winter and spring recesses shall be 8 a.m. to 3 p.m. with one-half hour for lunch and no coffee breaks. Lunchtime shall be administratively determined as aforesaid.

The provisions of the subsection relating to hours of work shall apply only during the period referred to herein and shall not extend beyond such date except at the discretion of the Superintendent of Schools. Any such continuation of the summer hour schedule by the Superintendent of Schools shall be for one year only and in no event shall same continue and be considered a working condition beyond the expiration of the contract notwithstanding the provisions of Section 209-A of the Civil Service Law.

- D. Hours of work at various building and department levels shall be established on an annual basis following consultation by central administration and CSEA.
- E. Effective July 1, 2013, the regular work year, week and work day for security aides paid on an hourly basis and who were appointed in the District in such hourly position/title, shall be as scheduled by the Superintendent or his/her designee.

Section 2: Lunch Period

There shall be an appropriate paid lunch period of no more than twenty (20) minutes for maintenance, operational, grounds and security aide (annual salaried employee) employees in each building. There shall be an appropriate unpaid lunch period of no more than thirty (30) minutes for security aides paid on an hourly basis who work six (6) hours or more per work day. Security aides paid on an hourly basis who work less than six (6) hours in a work day, shall not have a lunch period. The building principal or department supervisor shall post lunch breaks and lunch breaks shall occur at approximately the fourth or fifth hours, or at other times, upon the approval of the building principal, department supervisor, or head custodian. Lunch breaks shall not be taken off of school grounds unless specific permission is expressly granted by the building principal, department supervisor or head custodian, and lunch breaks shall only be taken as delineated herein.

Section 3: Overtime

- A. All clerical, operational and maintenance employees will be paid overtime at the rate of time and one-half for those hours worked before or after a normal work day or on weekends including work performed for outside agencies such as Youth Council, etc. except that operational, maintenance, grounds and security employees assigned to other than a Monday through Friday work week as delineated below, will not receive overtime for Saturday and/or Sunday work, unless Saturday and/or Sunday are not part of their regular work week and they are otherwise eligible for overtime based upon their total number of hours worked.
- B. Overtime due to emergency shall be paid at the prevailing overtime rate based upon actual time on the job with a guaranteed minimum of three hours.
- C. All clerical, operational and maintenance employees who perform work on legal holidays shall be paid at the rate of one and one-half times the employee's pay. Sunday work shall be compensated for at the rate of double pay.
- D. Except as set forth herein, operational, maintenance, grounds and security employees will work a five-day week beginning Monday and ending Friday. However, effective upon the full and complete execution of the Memorandum of Agreement settling the 2006 to 2010 collective bargaining agreement, the District shall have the right to canvas operational, maintenance, grounds, and security employees requesting volunteers for assignment to a regular work week consisting of five (5) consecutive workdays which includes Saturdays and/or Sundays, without the payment of overtime unless otherwise eligible for overtime based upon their total number of hours worked. Such employees who accept such an assignment to work a week which includes Saturdays and/or Sundays, shall continue to work such a regular work week unless and until administration changes the assignment. Furthermore, the District may assign any and all newly hired operational, maintenance, grounds employees and security (those hired after the full execution of the aforementioned Memorandum of Agreement) to a work week including Saturdays and/or Sundays without

the necessity of making a request for volunteers, and employees so assigned shall continue to work such a week unless and until administration changes the assignment.

- E. Effective July 1, 1988, and thereafter, there shall be no compensatory time in lieu of overtime. Employees who have earned compensatory time prior to July 1, 1988, must use same by June 30, 1989.
- F. Effective July 1, 2013, overtime shall be paid to security aides paid on an hourly basis only for work in excess of forty (40) hours actually worked per week.

Section 4: Longevity Increment

Effective July 1, 2017 increase in longevity payments shall be as follows:

	2017-2018	2018-2019	2019-2020
After completing 15 years of service to the District	\$1,016	\$1,030	\$1,040
after completing 20 year of service to the District	\$2,135	\$2,165	\$2,187
After completing 25 years of Service to the District	\$3,460	\$3,508	\$3,543

Effective July 1, 2018, longevity payments shall be made once per year to employees on either of the following dates, depending upon the date such employees are due such longevity payments: employees due longevity payments between July 1 and December 31 shall receive their longevity payment during the first payroll period following July 1; employees due longevity payments during the period between January 1 and June 30 shall receive their longevity payment during the first payroll period following January 1.

Section 5: Retirement Benefit

- A. An employee who has filed for retirement under the provisions of the New York State Employees' Retirement System or the Social Security Act shall be entitled to receive the sum of \$2,790 in year 1 (2017-2018); in year 2 (2018-2019) \$2,829 and in year 3 (2019-2020) \$2,857 at the time of retirement provided he has served in pay status in the District for ten or more consecutive years, \$3,349 in year 1 (2017-2018); in year 2 (2018-2019) \$3,396; and in year 3 (2019-2020) \$3,430 provided he/she has served in pay status in the district for fifteen (15) or more consecutive years and \$4,277 in year 1 (2017-2018); in year 2 (2018-2019) \$4,337; and in year 3 (2019-2020) \$4,380 provided he/she served in pay status in the district for twenty (20) or more consecutive years and provided a written notice of retirement is submitted to the Superintendent thirty (30) days prior to the effective date of the retirement. However, a person reinstated to his or her position in accordance with Civil Service regulations, shall be credited with service rendered to the District prior to reinstatement. This benefit shall be paid pro rata to other than twelve (12) month employees.
- B. Death Gamble Clause included in retirement benefit as follows:

Should an employee who has given ten (10) years of service to the District and is eligible for retirement but does not wish to retire, and he or she dies while employed, the retirement benefit will then be paid to his or her spouse or the employee's estate.

C. Terminal Allowance – Payment for Unused Sick Days Upon Retirement:

	2017-2018	2018-2019	2019-2020
1. First 20 days:	\$25.50	\$25.86	\$26.12
2. Days 21-45:	\$35.70	\$36.20	\$36.56
3. Days 46+:	\$45.90	\$46.54	\$47.01

Section 6: Salary Differential

The pay differential which shall apply to all employees assigned to any shift commencing after 3 p.m. shall be as follows:

	2017-2018	2018-2019	2019-2020
	\$568	\$576	\$582

Section 7: Withholding Increase

Salary increases may be withheld by the Board of Education on the recommendation of the Superintendent of Schools. Such recommendations will be based on unsatisfactory performances by the employee.

An employee shall be provided with a written notice of the Superintendent's intention to withhold his/her salary increase and shall be provided with a written plan for improvement of his/her performance. Final decision to withhold increase shall be reached no sooner than three (3) months from initial notification.

Section 8: Coffee Breaks

Employees shall have a uniform coffee break not in excess of fifteen (15) minutes in the first half of the shift and a similar break in the second half of the shift. In no event shall coffee breaks be used to lengthen the lunch break or shorten the work day. A current schedule of coffee breaks shall be posted in the main office of the building by the building principal or department supervisor. This provision shall not pertain to districtwide maintenance and grounds employees.

Section 9: Work Out of Title

No employee may work out of title unless that employee has received written authorization, signed by the Superintendent, or by the Assistant Superintendent for Business. After thirty

(30) continuous days of temporary service as a replacement approved by Central Administration in a position with a higher title, a person shall receive payment at the rate of the higher title for the rest of the period of this assignment and retroactive to the first day of this consecutive assignment.

Section 10: Work Titles

- A. All employees of the district and appointed by the Board may be granted credit for prior related work experience in the district.
- B. No person shall be employed by the district in a non-teaching capacity who is not qualified under applicable Civil Service laws and regulations.

Section 11: Ten-Month Employees

Ten-month employees shall be granted all benefits such as fringe benefits, salary, sick leave, vacation, etc., on a pro-rata basis. (Note: the award of Arbitrator Edelman regarding vacation and other benefits for District bus drivers is attached hereto at Appendix A, and is incorporated herein).

Section 12: Vacation

- A. Personnel who have rendered one full year of service before July 1, 1970, are entitled to an annual vacation period of fifteen work days. Personnel hired on or after November 6, 1970, shall be entitled to an annual vacation period of ten work days. Personnel hired subsequent to November 5, 1970, shall be entitled to 5/6ths day's vacation for each month served with such vacation entitlement to be used only after serving on the staff six months.

Save harmless for personnel employed between July 1, 1970, and November 15, 1970, regarding vacation and sick leave.

The award of Arbitrator Edelman regarding vacation and other benefits for District bus drivers is attached hereto at Appendix A, and is incorporated herein.
- B. Regular non-teaching personnel are entitled to fifteen (15) working days of vacation after five (5) years of service to the district.
- C. Regular non-teaching personnel are entitled to twenty (20) working days of vacation after ten (10) years of service to the district.
- D. The employee's anniversary date of employment in the district shall determine eligibility for the entitlement of vacation after stated periods in the district. During the period between an employee's anniversary date of employment and the July 1st next succeeding said anniversary date, he/she shall accrue and use the additional vacation entitlement referred to at paragraphs B and C on a pro-rated basis. For example:

<u>ANNIVERSARY DATE</u>	<u>ACCRUAL</u>
July 1	5.00 days
October 1	3.75 days
January 1	2.50 days
April 1	1.25 days

E. For all clerical employees entitled to vacation pursuant to Paragraph A and B above, vacation entitlement shall be taken during the period July 1 to the first week before Labor Day except that:

1. Central office personnel may schedule their vacations, with the approval of the Superintendent, at any time during the calendar year.
2. Those employees with a fifteen (15) day vacation entitlement, as referred to in Paragraph A and B, may take five (5) of such entitlement days during the school year when school is not in session as mutually agreed upon with building supervisors.

F. For all clerical employees entitled to vacations pursuant to Paragraph C above, vacation entitlement shall be taken as follows:

Three (3) days from September 1-June 30 when school is not in session

Five (5) days from September 1-June 30 when school is not in session or at any other mutually agreed time.

G. Annual vacation compensation will be paid together with the employee's last pay check prior to the start of approved vacation, provided that such request is received by the payroll department at least two (2) weeks prior to the vacation period.

H. Employees who fall ill while on vacation may use their sick time for the remainder of illness and their time adjusted provided proper notification is given and a doctor's certificate submitted. Unused vacation time may be taken with the approval of supervisor but is limited to ten days.

I. Rollover of vacation:

1. Rollover of vacation is defined as the cumulative total of accumulated unused vacation days over the employment of an individual but (except as set forth herein) not more than ten (10) days. Anything that is not used once the ten-day threshold has been reached turns into sick time.
2. Rollover of accumulated unused vacation time can be used any time by the employee subject to approval of his immediate supervisor.
3. Rollover of accumulated unused vacation time will be kept in a separate record.

4. Unused rollover vacation time will not be available as remuneration.
5. Upon termination of employment with the school district either for retirement or any other reason, rollover of accumulated unused vacation time becomes part of sick time and will be paid for as appropriate via the provisions of the contract. However, as per the above, if the additional accumulation exceeds ten (10) days, each additional day shall be converted to sick time.
6. This provision is effective July 1, 2004.
7. Individuals who have accumulated vacation time prior to July 1, 2004 will be entitled to maintain that accumulated vacation time. For example, if an individual has 12 days of accumulated vacation time as of June 30, 2004, they would be able to accumulate another ten (10) days, which result in a total of 22 days for that employee.

Section 13: Leave Allowance

- A. Except as hereinafter noted, all regularly employed employees shall be entitled to approved absences of 11 working days per year, with unused sick days cumulative to 200 days, without loss of salary. Security aides shall be entitled to one (1) paid sick day per year. Security aides' unused sick days shall not be cumulative.

No employee shall be allowed a paid absence or accrue sick time during the first sixty (60) days of employment. In the event a regular appointed employee is not absent during the first sixty (60) days of employment, he/she shall be deemed to have accrued sick leave at the regular 1.13 of a day rate during this period.

- B. Approved Absences -- Deductible from Cumulative Allowance.
 1. Personal Illness -- Temporary -- Employees absent for more than five consecutive working days because of personal illness must submit a doctor's certificate explaining the nature of the illness upon return to duty.
 2. Extended Sick Leave Allowance -- If an employee's illness is to be of an extended duration, he/she shall be authorized extended sick leave provided such leave has been approved by a physician appointed by the District after the appropriate examination. Should the District determine to conduct a physical examination by a District physician pursuant to this paragraph, said physical examination and the report thereof shall be completed within 30 days of the determination. Should the physical examination and report not be completed as indicated herein, the employee shall not lose salary from the expiration of said 30 days until said examination and report are complete.

SALARY ENTITLEMENT

More than three (3) but less than ten (10) years of service in the Farmingdale Union Free School District:

1st quarter.....	Full payment
2nd quarter	3/4 payment
3rd quarter.....	1/2 payment
4th quarter	1/4 payment
5th quarter	1/4 payment

10 to 14 years of service in the Farmingdale Union Free School District:

1st quarter.....	Full payment
2nd quarter	Full payment
3rd quarter.....	3/4 payment
4th quarter	1/2 payment
5th quarter	1/2 payment

15 to 19 years of service in the Farmingdale Union Free School District:

1st quarter.....	Full payment
2nd quarter	Full payment
3rd quarter.....	Full payment
4th quarter	3/4 payment
5th quarter	3/4 payment

20 years and over of service in the Farmingdale Union Free School District:

1st quarter.....	Full payment
2nd quarter	Full payment
3rd quarter.....	Full payment
4th quarter	Full payment
5th quarter	3/4 payment

The above shall not apply to non-tenure employees until 30 days have elapsed after the expiration of the employee's sick leave.

- a. An extended illness is defined as an illness of a least thirty (30) consecutive calendar days.
- b. Employees on extended sick leave do not earn vacation time.
- c. Employees on extended sick leave shall not earn sick leave entitlement except that upon return from extended sick leave as provided for herein. An employee shall be credited with one (1) sick day for each remaining full month of the school year. These sick days shall be non-cumulative.

- d. An extended illness must be verified in a written statement by the employee's attending physician. Periodic verification of continuance of illness may be requested by the Superintendent from the employee's attending physician.
- e. Payment under these provisions will be less any amount received by the employee from Worker's Compensation, Social Security for the employee only, or any insurance provided by and paid for in full by the Board.
- f. An individual who has been on extended sick leave who suffers a relapse or a recurrence of the same illness, or a new illness which requires use of extended leave, will resume extended leave allowance at the point and rate reached when he/she returned to duty prior to such relapse, recurrence, or new illness. No individual shall be entitled to more than a total of five (5) quarters of extended leave allowance. A quarter hereby defined as a calendar quarter.
- g. The above schedule of payments is exclusive of July and August for ten month employees.
- h. Sick leave allowance for the first quarter shall be at full pay unless:
 - 1. For the school year 1979-80, an individual had not accumulated five (5) or more sick days by June 30, 1979; or
 - 2. For the school year 1980-81, an individual has not accumulated fourteen (14) or more sick days by June 30, 1980; or
 - 3. For the school year 1981-82, an individual has not accumulated twenty-two (22) or more sick days by June 30, 1981. This provision (3), although contained in a 1978-82 contract shall be applicable for the school year commencing July 1, 1982.

In the circumstances described in 1, 2, or 3 above, the individual may receive no less than three-quarters (3/4) pay for the first quarter.

The provisions of this sub-paragraph shall not apply to individuals who have exhausted their accumulated sick leave by reason of extended sick leave during the 1978-79 school year or for individuals who are on extended sick leave as of January 1, 1979.

- i. (1) Effective July 1, 1980, and thereafter the District and the CSEA shall establish an Extended Sick Leave Bank for the purpose of providing Extended Sick Leave for members of the bargaining unit. For the school year 1980-81, this bank will consist of one-half day removed from the accumulated allowance of each member of the bargaining unit in that school year. If the Extended Sick Leave Bank is exhausted during that school year, the District will supply whatever additional time

is necessary for extended sick leave for the remainder of the school year under the conditions and schedule in this Article.

(2) A new bank shall be established on July 1, 1981. This bank shall consist of one additional one-half day to be removed from the accumulated allowance of each member of the bargaining unit in that school year and any unused balance from the bank established on July 1, 1980, referred to in I (1) above.

(3) Commencing July 1, 1982, and thereafter, any days remaining in the Extended Sick Leave Bank on June 30 of any year shall be carried over to the next year, and the number of days necessary to bring the total to a number equal to the number of employees in the bargaining unit for that year shall be removed on July 1 from the accumulated allowance of each member of the bargaining unit. If the number of days to be deducted from an individual employee's allocation is less than one-half day on any July 1, the reduction shall not be made until such time in the year when one-half or one full day can be charged to each member of the bargaining unit to bring the total up to the number required.

(4) If the Extended Sick Leave Bank is exhausted during any school year, the District will supply whatever additional time is necessary for Extended Sick Leave for the remainder of that school year under the conditions and schedule described in this Article.

(5) The parties hereto agree that the Triboro Bridge Authority Doctrine of PERB or any other ruling or interpretation of PERB or any other ruling or interpretation of PERB notwithstanding, the subject matter of this paragraph shall be operative and binding on the parties on July 1, 1980, and for succeeding years until change by mutual agreement and that said provisions are not conditioned upon the parties reaching agreement on any other items for the school year 1982-83.

3. Family Illness

a. 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.

b. Serious illness in Immediate Family or of "Substitute Parent" -- Serious illness applies to immediate family and "substitute parent" and shall be construed to mean any illness which the family physician considers to be of such a nature as to require the employee's attendance. The employee shall submit a written statement explaining such absence substantiated by a physician's statement in those cases extending beyond three consecutive school days.

Immediate family includes spouse and children: employee's mother, father, sister, brother.

“Substitute parent” is defined as a relative with whom the employee has lived for a minimum of 12 consecutive months.

For such serious illness, a maximum of five (5) days absence per year cumulative to twenty (20) days will be approved.

C. Approved Absences -- Non Deductible from Cumulative Allowance without Loss of Salary.

1. Death in Immediate Family or of “Substitute Parent”

Five working days of absence will be approved for each death in the immediate family or of “substitute parent” as defined above and domestic partner as defined by the District’s health insurance plan. An additional five days, deductible from sick leave may be used in each such case.

2. Personal days which are not used during the year, are to be added to cumulative sick days.

3. Death of Other Than Immediate Family Members -- A maximum of three working days of absence will be approved for each death of other than immediate family members. Under this sub-division other immediate family member is defined as grandparents, mother-in-law, father-in-law, or grandchildren of employee.

A maximum of two (2) working days of absence per year will be approved in connection with the death of any of the following relations: sister-in-law, brother-in-law. This entitlement shall be per year and not per death.

4. Court and/or Governmental Agency Appearance -- The number of days necessary will be approved if one of the following conditions exists:

a. The school district is involved and the employee is a party or witness to the action.

b. The employee is to appear as a witness to testify facts and/or testimony of general interest before a Federal, State, or County Grand Jury.

c. The employee is required to appear before any Federal, State, County, Town or Village Agency and is not personally involved.

NOTE: Subpoenas must be presented to the building principal.

5. Jury Duty -- Notice of jury duty must be submitted to the school principal. The employee shall reimburse the district in the amount equal to the jury fee received.

6. Holidays

a. Legal holidays established in school calendars constitute approved absence from school.

b. Clerical, operational and maintenance employees shall have seventeen (17) paid holidays per year. Designated Federal legal holidays shall be included as paid holidays for the above unit members, provided such inclusion does not cause the above-referenced maximum number of paid holidays to be exceeded, and that the selection of legal holidays designated as Presidents Day (the third Monday in February) and Columbus Day shall be discussed and agreed to by the parties by May 31st each year. The selection of any remaining paid holidays for the above unit members shall also be subject to discussion and agreement by the parties by such date. Federal holidays or those designated by the parties, for the months after the end of the work year for ten month employees, in the summer, shall not apply to such ten month employees. There shall be no paid or other holidays for such unit members on days when students are in attendance at school.

c. A member of the bargaining unit shall be paid in connection with a day declared to be a paid holiday provided he/she works on the work days immediately preceding and following the said holiday unless the holiday falls within the employee's regularly scheduled vacation or medical evidence of illness or injury is provided which is satisfactory to the Superintendent or his or her designee.

The foregoing provision shall not apply if the absence on the day before or the day after the holiday was due to one of the following approved absences as contained in Article III, Section 13C:

Death in Immediate Family or of "Substitute Parent"

Death of Relations

Court and/or Governmental Agency Appearance

Jury Duty

Personal days (at sole discretion of the Superintendent)

The Superintendent or his or her designee may request satisfactory substantiating evidence for such absence.

7. Personal Leave -- A maximum of three working days per year will be approved for personal reasons. Request for such absence will be submitted in writing in advance to the building principal or immediate supervisor, except in cases of emergency when advance notice cannot be given. Employees need not specify the exact nature of the personal business day if the reason is listed below:

a. Legal Matters: House closings, income tax hearings, adoption proceedings, court appearances for traffic violations, probating wills, obtaining licenses.

- b. Funerals: Not of immediate relatives.
- c. Ceremonies: Graduation of employee or child, day of wedding ceremony, participation in religious ceremonies such as confirmation, circumcision of child, honors and awards ceremonies involving an immediate member of the family.
- d. Education: Required educational examinations, attending educational meetings not covered by professional trip regulations, required parental visits by parents to colleges, professional advancement.
- e. Religious Observances: The employee may use personal days for religious holiday observances of his/her particular faith not covered in the regular school calendar.
- f. Travel Time: Round trip travel time for any of the above.

Section 14 -- Non-Teaching Meetings and Visitations Within or Outside the District

- A. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract, shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the employer and the employee and the uninterrupted operations of Government.
- B. School conference to be held on school time.
- C. Medical examinations shall be held on school time.
- D. Selective Service examinations shall be excused without loss of pay for such purpose.

Section 15 -- Organizational Conference Days

- A. Officers of the Association or its authorized representatives shall be entitled to attend professional conferences with which the Association is affiliated without loss or deduction in time or money. Such authorization is limited to two employees. Up to three conferences of two days each may be attended.
- B. Conferences, workshops and outside training opportunities which receive prior approval from the Office of the Superintendent will be funded by the Board of Education within the limits of the approved budget restraints. Applications for such approvals should be made through the Office of the Building Principal or the Office of the Superintendent.

Section 16 -- Leave of Absence

- A. **Maternity/Paternity:** Upon request, permanent employees will be granted leaves of absence without pay not to exceed one year (leave may be extended, on request, for a second year) and shall be reinstated in the same or comparable position upon the employee's return. Permanent employees may be granted such leave at the discretion of the Board.
- B. **Leave for Personal Health and Family Hardship:** Members of the non-teaching staff who are permanent and have three (3) years of service in the district are eligible to take leaves without pay not in excess of one year in length for rest, restoration of health, or the alleviation of hardship involving themselves or their immediate family.
- C. **Thirty-day written notice to the Superintendent is required for any leave of absence. The Superintendent at his or her discretion may waive the requirement.**

Section 17 -- Inclement Weather -- Schools Closed

- A. **The district may designate members of a snow removal team at each building. Those individuals would be called in during days that schools and offices are closed due to inclement weather to perform specified snow removal and related duties such as boiler checks, telephone communication, building security, etc. Those individuals would be paid at a rate of time and one-half (regular day's pay plus the hours worked performing snow removal and related duties paid at the rate of time and one-half). This rate of pay shall apply only on days when employees are not requested to work pursuant to Paragraph D.**
- B. **All other operational and maintenance employees and all clerical employees shall not be required to report to work and shall receive full pay without loss of leave entitlement when schools and offices are closed due to inclement weather.**
- C. **The Superintendent of Schools or his or her designee, may request individual operational, maintenance, or clerical employees to report to work during such days for performance of other than snow removal duties as referred to above. Attendance under such circumstances shall be voluntary. Employees who report for duty pursuant to such a request shall be paid at the rate of time and one-quarter pay for each hour served.**
- D. **The Superintendent of Schools shall have the right to determine that offices are open and to require that all operational, maintenance and clerical employees report for normal duties on days when schools are otherwise closed for inclement weather. If an employee does not report when so required, he/she shall be charged to a vacation day or a personal day. The provisions of this paragraph shall not affect absences for which use of accumulated sick leave is sought and which are occasioned by legitimate illness, provided acceptable medical proof of such illness is received by administration as to each such day.**
- E. **Notwithstanding the aforementioned provisions, when a unit member is called in to work to perform snow removal duty at each building, and such snow removal work is actually performed during other than the regularly scheduled hours of the employee's work shift,**

then such employees shall be paid at the rate of time and one half for the time the aforementioned work is performed. This rate of pay for such snow removal work performed other than during the employee's regularly scheduled shift hours shall apply whether schools are open to students or not.

Section 18 -- Productivity

In order to improve and maintain the quality of the educational environment in our school buildings, the CSEA agrees to establish a joint committee of administrative and operational personnel to establish standards of cleanliness, appearance and maintenance, and to monitor the application of these standards through peer evaluation.

The CSEA agrees to provide six (6) persons to be selected by the CSEA to serve on such a standing committee, and the CSEA pledges its support to the efforts for effective implementation toward the end of improving total building appearance and maintenance. This committee shall report at mutually determined times and evaluation of their visits, with recommendation for improvement, shall be provided to the building personnel involved with copies to the Board of Education. The Board of Education shall agree that such evaluations will not be used in any disciplinary action, but will be used to improve the quality of building appearance and maintenance. Compensation for those serving on this committee for hours beyond the normal work day shall be provided under the provisions of the CSEA workshop clause.

Section 19 -- Workshops

After-hours workshops shall be provided based on the planning efforts of a non-paid joint committee. Workshops shall be provided on a voluntary basis at mutually agreed upon times, with a pre-registration requirement. Should the pre-registration requirement not be met, the workshops will not be held. Effective July 1, 2015, compensation shall increase from \$14.98 to \$15.35. Effective July 1, 2016, compensation shall increase from \$15.35 to \$15.70.

Section 20 – Security Aides – Retired From Public Service

Security aides who have previously retired from positions in law enforcement, or other public employment, shall strictly adhere to any and all applicable Retirement System and legal requirements regarding, and including but not limited to hours or days worked, compensation, maximum allowances, limits or restrictions. A failure to strictly comply with such provisions shall be grounds for immediate summary dismissal of the subject employee from his/her District position(s). CSEA and the local bargaining unit agree to defend, indemnify and hold the District, its Board of Education, Board Members, Administrators, employees, agents and representatives harmless from any and all violations, penalties, claims, assessments, fines, damages or any other liability of any kind and nature, imposed by the applicable State, Federal or local government, agency, department or other entity exercising jurisdiction over such violations (etc), or imposing such penalties (etc)., and/or in connection with all actions or proceedings of any kind and nature commenced against the District, and/or the employee.

Section 21 – Security Aides Paid on an Hourly Basis

- a. Except as specifically otherwise set forth herein, and except as to Article I – Recognition, Article V, Section IX regarding uniforms, Article XIV, Section 2 (A) regarding the deduction of Union dues, Section 3 regarding continuance of Union dues deductions, Section 4 regarding discontinuance of Unions dues deductions, Section 5 regarding disposition of deducted dues, Article XVI at Section 3 – Good Faith, and Section 4 – Legislation; no contract provision, right or benefit contained in the aforementioned Collective Bargaining Agreement or past practice including but not limited to those provisions or practices regarding the grievance procedure, health, life, dental, or optical insurance coverages, differentials, protections, vacation, sick, personal or other leaves, longevity payments, leave allowances, and holiday pay, or any other provision or benefit shall apply or be provided to security aides paid on an hourly basis. Furthermore, the grievance procedure contained in Article II, shall only apply to security aides paid on an hourly basis for alleged violations of only those contract provisions which are specifically made applicable to such employees by this agreement, and these employees are not permitted to use the grievance procedure or file grievances with regard to any other alleged violation or claims.
- b. Security Aides paid on an hourly bases will be paid at the hourly rate of \$21.85. Security Aides paid on an hourly basis will not be added to the salary schedules/steps and will not have annualized salaries.

ARTICLE IV -- PROMOTIONS

Section 1 -- Posting of Notices

When promotional positions are open, one notice will be sent to each building to be posted for all employees of the District. District will request the Civil Service Commission to give both Promotional and Open Competitive Examinations to obtain qualified applicants to fill the vacant positions.

Section 2 -- Salary for Provisional Appointees

Provisional appointees are to receive the salary equal to the new position's salary scale, as negotiated, immediately.

Section 3 -- Lateral Moves -- Salary Adjustments

Clerical, Operational and Maintenance employees' promotional salary adjustment shall be compensated on a lateral move on the salary schedule.

Section 4 -- Promotion Examinations

When the Civil Service Commission advises the schedule of examinations to be held, the District will request a promotion examination to be given in the categories that exist in this school district.

Section 5 -- Promotion from Maintenance Helper

To be eligible for promotion from Maintenance Helper to Maintainer, a minimum of one year of satisfactory performance as Maintenance Helper will be required.

Section 6 -- Promotion from Maintainer

To be eligible for promotion from Maintainer to Senior Maintainer, a minimum of one year of satisfactory performance as a Maintainer will be required.

ARTICLE V -- PROTECTION OF NON-TEACHING EMPLOYEES

Section 1 -- Section 75

- A. All employees who are appointed from a civil service list are afforded the protection of Section 75 of the Civil Service Law.
- B. All employees in the non-competitive labor (exempt) class after six months of service shall also be afforded the protection of Section 75 of the Civil Service Law.

Section 2 -- Seniority

- A. Seniority shall be based upon the effective date of provisional or probationary appointment in the District.
- B. In transferring employees, preference and primary, but not exclusive, consideration shall be given to seniority.
- C. If layoffs become necessary, provisional and probationary employees within the district shall be laid off before any permanent employees shall lose any time. If, after all provisional and probationary employees have been laid off and any other reductions in the work force are necessary, the employer shall lay off in accordance with the principles of seniority (group classification) within the district. The last person hired shall be the first person laid off and the last person laid off shall be the first person rehired.
- D. Before hiring any new employees the available work must first be offered to employees on layoff by sending a written notice to the employee by registered or certified mail, return receipt requested, directing him to return to work at a date and time not less than seven days from the date of the mailing of such notice.

- E. Officers of the Association shall be given the highest seniority while in office. This seniority entitlement should not pertain to voluntary transfers; actual seniority only shall be considered for voluntary transfer considerations under this clause.

Section 3 -- Assistance in Assault or Civil Cases

- A. Non-teaching employees shall be required to report all cases of assault suffered by non-teaching employees and/or civil actions filed against them in connection with their employment to the Superintendent of Schools within 24 hours. The Superintendent of Schools shall acknowledge receipt of such report within three days.
- B. The School Attorney shall inform the employee immediately of his or her rights under the law and shall provide such information in a written document.
- C. The School Attorney shall notify the employee of his or her readiness to assist the employee as follows:
 - 1. by obtaining from police and/or from the principal relevant information concerning the incident.
 - 2. by accompanying the employee in court appearances.
 - 3. by acting in other appropriate ways as liaison between employee, police and the courts.
- D. If an employee has been found guilty of having provoked an assault, any required absences for court appearances shall be deducted from sick leave.

Section 4 -- Legal Counsel

The Board agrees to provide legal counsel to defend any employee in any action arising out of an assault on an employee or any disciplinary action taken against a student by an employee.

Section 5 -- Compensation for Lost Time

If an assault on an employee results in loss of time, the employee shall be paid in full up to a maximum of 12 months and such paid absence shall not be deducted from any sick leave to which such employee is entitled under this contract. Any Workers' Compensation benefits due to the employee during this period shall be paid to the School District to the extent of the amount paid out by the district.

Section 6 -- New Titles

When new titles are created by the district which may fall within the negotiating unit, the salaries for these positions shall be consistent and proportionate to the salaries of other

employees within the unit, taking into consideration the relationship of such position to other existing positions.

Section 7 -- Protection

Every reasonable effort will be made to see that no employee works alone in a building or in an isolated area therein.

Section 8 -- Safety

- A. It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards.

Such situations should be reported in writing to the immediate supervisor who will in turn report this condition to the Director of School Facilities and Operations with a copy to be sent to the Assistant Superintendent for Business and to the Building Principal.

- B. No employee may be ordered to drive any vehicle which is in any way defective for some operating condition. Defective vehicle shall be defined as a vehicle that would fail a New York State inspection. It shall be the responsibility of the operator to submit to his or her supervisor a written report of defect or defects. Defective equipment shall include but not be limited to:

1. faulty brakes
2. defective lights
3. bald tire
4. mirrors, horn, windshields or any other mechanical failure to deem the vehicle as unsafe for driving use
5. seat belts, spare tire, dashboard padding, jack, flares

Section 9 -- Uniforms

- A. Basic Uniforms

1. Basic uniforms will be issued by February 1 each year.
2. Following are the basic uniform allowances:

<u>Type</u>	<u>No. Of Basic Sets</u>
Maintenance Foreman	4
Maintenance	4
Grounds	4
Head Custodian	4
Custodial	4
Security	4

- a. Uniform colors shall be determined in the discretion of the Superintendent or his/her designee. All of the above may be substituted with any combination of shirts, pants, coveralls, sweatshirts, summer shorts, T-shirts or shoes. Items subject to final approval of the Superintendent or his/her Designee, and subject to the dollar amount restrictions of the annual budget for the basic sets above.
- b. Uniforms will be worn by all of the personnel cited as "2" above when on duty, except as follows:
 1. Messenger/transportation aide
 2. For certain functions, the uniform requirement for head custodian may be waived by the principal in consultation with the Superintendent or his/her Designee.

B. Jackets

All maintenance, grounds, and security personnel will be issued fall/winter jackets as approved by the Superintendent or his/her Designee on alternating years if individual need can be demonstrated to the Superintendent or his/her Designee. His/her decision shall be final.

C. Foul Weather Gear

1. Definition: "Foul Weather Gear" means bib, jacket, and boots as approved by the Superintendent or his/her designee. For those custodial employees who are members of the snow team, their equipment shall include the above-referenced items and a winter weight jump suit, insulated boots and insulated gloves.
2. All custodial, maintenance, ground and security personnel will be issued foul weather gear which shall remain the property of the district and which shall be returned upon its replacement or upon termination of employment.
3. All buildings will be supplied with foul weather gear to be assigned to the head custodian for issue as needed. Each building shall be allocated such gear as follows:

Northside:	2
Albany Avenue:	3
Woodward Parkway	3
East Memorial/ Mill Lane	3
Howitt East	2
Howitt West	2
High School	4

4. The head custodian shall be responsible for accounting for this gear.

- D. There will be a \$75 annual shoe allowance for Building and Grounds employees. The type and/or configuration of the shoes purchased with the aforementioned allowance shall only be as specified by administration.

ARTICLE VI -- ON-THE-JOB INJURIES

Employees shall receive regular salary less Workers' Compensation benefits so that the employee will not suffer a loss of income for the number of days necessary with respect to absence resulting from on-the-job injuries, but limited to a maximum of six (6) months total of fully paid leave for the employee's entire career irrespective of the employee's circumstances and/or the number of on-the-job or other injuries, incidents, accidents, or leaves taken for such purposes, or the length of such leaves, the severity, or exacerbation of such injuries. No days shall be deducted from the employee's accumulated sick leave for such injuries. The number of days of absence shall be determined by the school physician in consultation with the employee's physician.

An employee who returns to work following an absence occasioned by a job-related injury and is thereafter absent again due to the original claimed injury, may be required to submit a doctor's note after the first day of such additional absence.

ARTICLE VII -- HEALTH INSURANCE AND LIFE INSURANCE

Section 1 -- Health Insurance Plan

The Board agrees to remain a participating employer in all the options of the State Employee's Health Insurance Plan or other alternative as agreed to by the parties for the employee and his/her immediate family both while he/she is working and after retirement: The district shall pay the employer's and employee's share as follows:

For the contract year, 1987-88 and thereafter, the Board shall pay 80% of the Statewide Plan for individual coverage and 80% of the Statewide Plan for dependent coverage.

When an individual or dependent reaches the age requirement contained in the applicable laws, rules and regulations, he/she must enroll in Medicare Part A if still actively employed and Medicare Parts A and B if retired. Application should be made to Social Security for enrollment three months before attaining the age delineated above.

Reimbursement as mandated by Law will be made for each individual covered by Medicare once a year during the month of December.

To be eligible for fully paid health insurance upon retirement, an employee must have served at least ten (10) consecutive years with the District immediately preceding actual retirement from the New York State Employees Retirement System. For employees hired after December 8, 1996, fifteen (15) years of consecutive service is required in order to be eligible for insurance in retirement pursuant to this paragraph.

All employees hired effective on or after December 8, 1996, after at least fifteen (15) years of consecutive service with the District immediately preceding actual retirement from the New York

State Employees Retirement System will be entitled to health insurance paid for 80% by the District for individual or family coverage.

Section 2 -- Dental Insurance

The Board agrees to continue to be a participating employer in the CSEA Employees Benefit Fund, dental option. It is specifically agreed that the Board's obligation as a participating employer shall be limited to the maximum contribution, per employee, per year, as stipulated below:

Effective July 1, 2017:	\$1,383.34
Effective July 1, 2018:	\$1,402.71
Effective July 1, 2019:	\$1,416.74

To the extent that the cost of dental insurance is greater than the District's annual contribution per employee, same shall be borne solely by the employees.

Section 3 -- Life Insurance

The Board agrees to provide and pay the full cost of a group term life insurance policy in the sum of \$10,000 for employees covered under this agreement. To the extent permitted, pursuant to the provisions of the group life insurance policy, individual employees may obtain increased coverage at his/her own expense.

Section 4 -- Optical Benefit

The Board agrees to be a participating employer in the CSEA Employees Benefit Fund, optical benefit. It is specifically agreed that the Board's obligation as a participating employer shall be limited to the maximum contribution, per employee, per year, as stipulated below:

Effective July 1, 2017:	\$240.70
Effective July 1, 2018:	\$244.07
Effective July 1, 2019:	\$246.51

To the extent that the cost of optical benefits is greater than the District's annual contribution per employee, same shall be borne solely by the employees.

Section 5 -- Flex Benefits Plan

Effective March 1, 1993 and thereafter, the Farmingdale Union Free School District agrees to implement a Flex Benefits Plan, hereinafter referred to as "Plan," in accordance with Section 125 of the Internal Revenue Service Code and Regulations. All members of the bargaining unit who make application are eligible to participate in the Plan. Participants in the Plan may pay for health and health-related expenses, to the extent this Plan is currently offered by the District to other bargaining units, by way of "pre-tax" payroll deductions. These expenses may include health insurance premiums, medical bills, dental bills, certain dependent care costs, and other

expenses as defined and approved by Internal Revenue Service guidelines and regulations. Any savings realized by the District, including but not limited to reduced FICA payments, shall remain District property.

ARTICLE VIII -- ARMED FORCES SERVICE CREDIT

Non-teaching personnel who have served in the Armed Forces of the United States shall be entitled to veteran's credits as provided for under the law.

ARTICLE IX -- RETIREMENT CONTRIBUTIONS

The Board agrees to contribute to the New York State Employee's Retirement System pursuant to Plan 75 (I) for Tier I and II; Article XIV and XV for all other employees.

Employees shall receive the retirement system credit for accumulated sick leave as delineated under Section 41 (J) of the New York State Retirement and Social Security Law, provided they are eligible for such credit, under the terms and conditions contained in the law, or applicable rule and/or regulation.

ARTICLE X -- SALARY SCHEDULES

Section 1 -- Schedules

Salaries are indicated on a separate salary schedule annexed hereto.

Section 2 -- Annual Advancement

Except as set forth herein, each employee shall be advanced annually to the next salary schedule step on the anniversary date of employment in school district. (See Article III Section 7 for exception).

Effective January 1, 2008, employees hired July 1 to December 31 shall receive increment on the next July 1; employees hired January 1 to June 30 shall receive increment the next January 1.

Section 3 -- Payment Periods

Unit members shall be paid twice per month on a twenty-four (24) payroll periods basis.

Section 4 -- Pay Schedule

The Board agrees to pay the employees, covered by this agreement, during the term of this agreement in accordance with the salary schedules annexed hereto.

Year 1 (2017-2018):	2.0% + applicable step/increment
Year 2 (2018-2019):	1.40% + applicable step/increment
Year 3 (2019-2020):	1.0% + applicable step/increment

Effective July 1, 2017, add new steps 15 and 16 to the “Operations and Maintenance Salary Schedule (including 10 month Bus Drivers)”, “Computer Laboratory Technicians” Salary Schedule, and the Clerical Salary Schedule with steps/increments of 1.0% above each previous step/increment.*

*(Note: unit members will be moved to such new steps provided they are eligible for same, at the rate of one (1) step per year of this contract. For example, a unit member who has already worked in the District for 18 years will move to Step 15 in Year 1 (2017-2018) and to Step 16 in Year 2 (2018-2019).

ARTICLE XI -- PERSONNEL FILES

Section 1 -- Access to Files

Upon request by the non-teaching employee, he/she shall be permitted to examine his/her official employment and personnel file with the exception of original letters of recommendation. Official employment and personnel files are located in the Personnel Office.

Section 2 -- Employee Review of Contents

No material derogatory to a non-teaching employee’s conduct, service, character, or personality shall be placed in the Personnel Office file or Principal’s file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he had read such material by affixing his or her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he read the material to be filed, and does not necessarily indicate agreement with its content.

Section 3 -- Employee Responses

The employee shall have the right to answer any material filed and his or her answer shall be attached to the file copy.

Section 4 -- Evaluations

An evaluation rating must be in writing to said employee by his or her supervisor.

Section 5 -- Memos on Terms and Conditions

Copies of memoranda relating to terms and conditions of employment to be furnished to CSEA President.

ARTICLE XII -- TRANSFER AND REASSIGNMENTS

The Board recognizes that frequent reassignment and/or transfer of non-teaching employees from one school to another is disruptive to the efficiency of the maintenance of the District and interferes with optimum employee performance. In filling such positions, preference and primary, but not

exclusive consideration, shall be given to presently employed employees over newly appointed employees. Should a presently employed employee be selected, preference and primary, but not exclusive, consideration, shall be given to seniority. Therefore, it is agreed as follows:

1. Vacancies in non-teaching positions will be posted. In filling such positions, preference and primary, but not exclusive consideration shall be given to appointed staff members who are currently employed within the specific job classification for the vacant position.
2. a. Involuntary transfers may be necessary from time to time in order to best utilize existing staff. The Superintendent or his/her designee may order an involuntary transfer providing that the assignment is within the employee's existing job classification and shift. All transfers shall be made after consultation with the CSEA. An employee may appeal the involuntary transfer to the Superintendent or his/her designee where the employee feels that the reassignment will cause undo hardship. The decision of the Superintendent shall be final on these matters.

b. Notwithstanding the above, only in the event that involuntary transfers become necessary as a result of the abolishment of a position or positions, or layoffs, Administration, in the first instance, will ask for volunteer(s) for a resulting transfer and/or shift change. Administration will make the determination in good faith as to whether or not a volunteer is acceptable to it for such transfer or shift change, and such determination shall not be unreasonable, arbitrary or capricious. Volunteers shall be accepted for such transfers unless they have received an overall evaluation rating of unsatisfactory in their last formal annual evaluation. In the event that there is no volunteer and/or there is no volunteer who is acceptable to Administration, then the District may involuntarily transfer unit members, even if there is a resulting change in shift, provided the unit member being transferred is the least senior employee in the District assigned to the shift from which the position is being abolished and/or laid off, in the title. If, however, the employee holding the position being abolished and/or laid off is not the least senior employee in the District on that shift and in that title, upon abolishment and/or layoff of the position involved, the employee, provided same is not prohibited by the Nassau County Civil Service Commission, shall displace ("bump") the least senior employee on the same shift. The less senior employee who is displaced may then be transferred to another position in the District, even if such position is on a different shift, or may be laid off accordingly. Unless the parties agree otherwise, the abolishments or layoffs aforementioned which result in transfers shall continue for a period of two (2) years. Nothing contained herein shall be deemed an amendment to, or waiver of, management's right and/or prerogative to abolish positions or lay off employees; and this provision shall not constitute a conversion of the issue of abolishments or layoffs, from a management prerogative to a mandatory subject of bargaining.

c. No posting of positions is required for an involuntary transfer. However, Administration shall issue a written notice of the need for volunteers, as per the above, a reasonable period of time in advance of such transfers.
3. District to notify CSEA of newly hired permanent personnel.

ARTICLE XIII -- ASSOCIATION BUSINESS

Section 1 -- Use of District Facilities

Permission shall be granted for the use of district facilities for meetings. 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 school for the exclusive use of the Association for the purpose of posting material dealing with proper and legitimate Association business.

Section 3 -- Meetings

The Unit President may call a meeting of the Association members which will not interfere with the work schedule. Arrangements will be made for the time and place of the meeting through the Principal's office.

Section 4 -- Standards

The Board of Education reserves the right to see that generally accepted standards of good taste and honesty are maintained wherever the use of District facilities is involved.

Section 5 -- Consultation with the Negotiating Committee

The Superintendent of Schools or his or her designee and the Negotiating Committee shall meet periodically as requested by either party during the school year on school time to consult on matters and questions relating to the implementation of this agreement.

Section 6 -- Changes to Contract

Any change in this contract relative to employees' working conditions must first be discussed with Association representatives and mutually agreed upon in writing before being implemented.

ARTICLE XIV -- PAYROLL DEDUCTIONS

Section 1 -- Dues and Credit Union

- A. The Board agrees to deduct from the salaries of its employees dues and insurance premiums for the Association as said employees individually and voluntarily authorized the Board to deduct and to transmit such monies to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. Employee authorization shall be in writing and a manner consistent with Section 93B of the Municipal Law and Chapter 392 of the Laws of 1967.
- B. Employees covered by this agreement shall be entitled to payroll deduction for the Nassau Educators Federal Credit Union.

Section 2 -- Union Dues Deductions

- A. Dues deductions shall be made uniformly and consistently the first payday beginning October 1, 1975. Funds thus collected shall be transmitted within one month to the Treasurer of the Civil Service Employees Association, Inc.
- B. Ten-month employees shall have their dues pro-rated and deducted uniformly and consistently each payday of the month accordingly so that the year's dues are equally divided into their ten-month period and shall start October 1, 1975 or there about.

Section 3 -- Employee Authorization: Continuance

Dues deductions authorized by any non-teaching employee shall continue as so authorized unless and until such non-teaching employee notifies the Board of his or her desire to discontinue or to change such authorization during the recess period.

Section 4 -- Dues Discontinuance

Notification of discontinuance of dues deductions shall be in writing and signed by the non-teaching employee and submitted to the Board during the open recess period, which is 120 days to 90 days preceding expiration of the contract, in duplicate; one copy shall be forwarded by the Board to the Treasurer of the Civil Service Employees Association, Inc.

Section 5 -- Disposition of Deducted Dues

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 6 -- List of Employees with Deductions

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

Section 7 -- Tax Sheltered Annuities

Effective January 2, 1980, the District shall permit members of the bargaining unit to participate in the existing tax sheltered annuity program as administered by the District in connection with other employees.

Section 8 -- Deduction Schedule

Commencing as soon as possible, deductions shall be made from all paychecks.

ARTICLE XV -- DAMAGE TO PROPERTY

The Board of Education will reimburse any member of the non-instructional staff for damage and/or loss to personal property when such damage and/or loss occurs on premises of the school district to the following conditions:

- A. An employee shall be compensated by the District for the damage and/or loss to personal property up to a maximum of \$300 per claim.
- B. Any damage and/or loss for which a claim will be filed against the Board of Education must be reported to the building principal, or the employee's immediate supervisor, on the premises wherein the damage and/or loss was sustained, within 24 hours of the occurrence, exclusive of Saturdays, Sundays, and Holidays.
- C. Proof of damage and/or loss and determination of the amount of damage and/or loss will be in accordance with accepted insurance procedures for filing claims.
- D. It is understood by the Board of Education and the employee involved that this action is intended only to cover damage and/or loss inflicted by a third party and damage and/or loss resulting from negligence of the employee is excluded.
- E. In the event of some damage and/or loss occurring, the employee may be required to notify the police department if so requested, in writing, by the building principal or immediate supervisor.

ARTICLE XVI -- MUTUALITY OF OBLIGATION

Section 1 -- Items Contrary to Law

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 effect.

Section 2 -- Secret Ballots

Neither the Board, nor any of its agents, shall at any time seek to violate the principle of the secret ballot.

Section 3 -- Good Faith

It is understood and agreed that the Board and the Association will make every good-faith effort to carry out the spirit as well as the letter of this Agreement, subject to law. Both parties further agree to take no action that will demean the process or be contrary to the laws of the State of New York pertaining to strikes or work stoppages by public employees during the duration of this Agreement.

Section 4 -- Legislation

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 therefore, shall not become effective until the appropriate legislative body has given approval.

Section 5 -- Consultations and Meetings

The Assistant Superintendent for Business, or his or her representative, and the Unit President, together with a committee of two other representatives, shall meet at a mutually agreed upon time once a month during the school year upon one week's notice, by either party, to consult informally on matters of concern to the Association and to the District. Either party may, if it desires, submit a listing in advance of the items to be discussed.

ARTICLE XVII -- COMPUTER LABORATORY EMPLOYEES

Effective July 1, 2001, the wages, longevity payments, benefits, and terms and conditions of employment for computer laboratory employees shall be governed by this collective bargaining agreement except that computer laboratory employees shall not receive paid vacation; and the provisions contained in their latest prior Memorandum of Agreement regarding in-service courses and payment for same, work year, work day, hourly rate for additional hours, and accumulation of unused sick days (provided the maximum limit on the accumulation contained in this collective bargaining agreement applies) contained in the Memorandum of Agreement dated January 30, 1990, shall remain in effect as written (re: Memoranda of Agreement attached hereto as an addendum). Computer laboratory employees, as ten month employees, shall be granted all benefits as referred to above such as longevity payments, fringe benefits, sick leave, etc. on a pro-rata basis.

ARTICLE XVIII -- DURATION

Section 1 -- Period of Agreement

The provisions of this contract shall be effective as of July 1, 2017 - and shall remain in full force and effect until June 30, 2020. Either party may initiate negotiations over a successor agreement by written notice to the other party no later than December 1, 2019.

Section 2 -- Changes to Contract

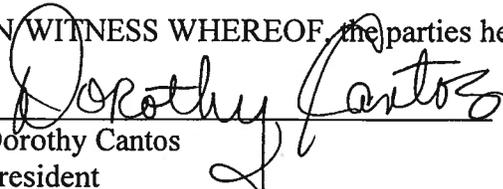
This contract shall not be changed, altered or impaired in any manner unless consented to in writing by the parties concerned herein.

It is agreed that all negotiable items have been discussed during the negotiations relating to this agreement and that negotiations will not be reopened on any items whether contained herein or not, during the life of this agreement.

Section 3 -- Rules and Regulations

All employees are expected to comply with rules, regulations and directives adopted by the Board of Education or its representatives which are not inconsistent with the provisions of this agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and SEALS



Dorothy Cantos
President
CSEA, Inc., Local 1000
AFSCME, AFL-CIO
The Certified Union,
By the Farmingdale
School District Unit Local



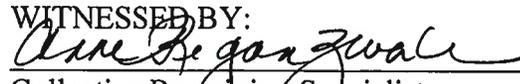
Michael Goldberg
President
Board of Education
Farmingdale Union Free School District
Farmingdale, New York

Date 2/8/2019

Date 3/6/19

Ratified by the Operational and Maintenance and Clerical Personnel on June 2, 2018;
Board of Education June 6, 2018

WITNESSED BY:



Collective Bargaining Specialist
Civil Service Employees Association

Date 2/22/19

2016-2017 Operations & Maintenance Salary Schedule

BASE YEAR

STEP	BOB DRIVER (MIDNIGHT)	CLEANER	MESSGR	CUSTODIAN	MAINTENANCE HELPER	POOL OPERATOR	ASSIST HEAD CUSTODIAN	GROUNDS KEEPER		SR. MAINTAINER		SUPV. GROUNDS MAINTENANCE SUPERVISOR
								MAINTAINER	SUPV. SECURITY	ASSIST. SUPV. GROUNDS	HEAD CUST.	
1	\$35,618	\$47,525	\$48,211	\$48,890	\$49,427	\$49,986	\$50,517	\$54,477	\$56,515	\$60,170		
2	\$36,231	\$48,617	\$49,304	\$49,986	\$50,521	\$51,078	\$51,617	\$55,578	\$57,600	\$61,256		
3	\$36,838	\$49,711	\$50,394	\$51,078	\$51,617	\$52,171	\$52,715	\$56,672	\$58,692	\$62,346		
4	\$37,454	\$50,805	\$51,487	\$52,171	\$52,713	\$53,260	\$53,817	\$57,766	\$59,779	\$63,433		
5	\$38,064	\$51,896	\$52,576	\$53,260	\$53,804	\$54,355	\$54,912	\$58,863	\$60,866	\$64,522		
6	\$38,669	\$52,985	\$53,671	\$54,355	\$54,903	\$55,448	\$56,013	\$59,958	\$61,956	\$65,612		
7	\$39,277	\$54,079	\$54,759	\$55,448	\$56,001	\$56,546	\$57,105	\$61,058	\$63,046	\$66,714		
8	\$39,894	\$55,172	\$55,858	\$56,546	\$57,090	\$57,639	\$58,197	\$62,151	\$64,150	\$67,803		
9	\$40,505	\$56,268	\$56,955	\$57,639	\$58,186	\$58,728	\$59,273	\$63,234	\$65,241	\$68,898		
10	\$41,117	\$57,358	\$58,009	\$58,728	\$59,273	\$59,818	\$60,351	\$64,336	\$66,325	\$69,988		
11	\$41,720	\$58,385	\$59,030	\$59,747	\$60,292	\$60,844	\$61,402	\$65,354	\$67,358	\$71,010		
12	\$42,337	\$59,659	\$60,306	\$61,025	\$61,575	\$62,119	\$62,682	\$66,630	\$68,629	\$72,284		
13	\$42,957	\$60,931	\$61,578	\$62,301	\$62,849	\$63,390	\$63,949	\$67,909	\$69,899	\$73,562		
14	\$43,556	\$62,210	\$62,853	\$63,573	\$64,124	\$64,669	\$65,229	\$69,179	\$71,175	\$74,838		

2017-2018 Operations & Maintenance Salary Schedule

2.00% + addition of steps 15-16

STEP	BOB DRIVER (MIDNIGHT)	CLEANER	MESSGR	CUSTODIAN	MAINTENANCE HELPER	POOL OPERATOR	ASSIST HEAD CUSTODIAN	GROUNDS KEEPER		SR. MAINTAINER		SUPV. GROUNDS MAINTENANCE SUPERVISOR
								MAINTAINER	SUPV. SECURITY	ASSIST. SUPV. GROUNDS	HEAD CUST.	
1	\$36,330	\$48,476	\$49,175	\$49,868	\$50,416	\$50,986	\$51,527	\$55,567	\$57,645	\$61,373		
2	\$36,956	\$49,589	\$50,290	\$50,986	\$51,531	\$52,100	\$52,649	\$56,690	\$58,752	\$62,481		
3	\$37,575	\$50,705	\$51,402	\$52,100	\$52,649	\$53,214	\$53,769	\$57,805	\$59,866	\$63,593		
4	\$38,203	\$51,821	\$52,517	\$53,214	\$53,767	\$54,325	\$54,893	\$58,921	\$60,975	\$64,702		
5	\$38,825	\$52,934	\$53,628	\$54,325	\$54,880	\$55,442	\$56,010	\$60,040	\$62,083	\$65,812		
6	\$39,442	\$54,045	\$54,744	\$55,442	\$56,001	\$56,557	\$57,133	\$61,157	\$63,195	\$66,924		
7	\$40,063	\$55,161	\$55,854	\$56,557	\$57,121	\$57,677	\$58,247	\$62,279	\$64,307	\$68,048		
8	\$40,692	\$56,275	\$56,975	\$57,677	\$58,232	\$58,792	\$59,361	\$63,394	\$65,433	\$69,159		
9	\$41,315	\$57,393	\$58,094	\$58,792	\$59,350	\$59,903	\$60,458	\$64,499	\$66,546	\$70,276		
10	\$41,939	\$58,505	\$59,169	\$59,903	\$60,458	\$61,014	\$61,558	\$65,623	\$67,652	\$71,388		
11	\$42,554	\$59,553	\$60,211	\$60,942	\$61,498	\$62,061	\$62,630	\$66,661	\$68,705	\$72,430		
12	\$43,184	\$60,852	\$61,512	\$62,246	\$62,807	\$63,361	\$63,936	\$69,267	\$70,002	\$73,730		
13	\$43,816	\$62,150	\$62,810	\$63,547	\$64,106	\$64,658	\$65,228	\$70,563	\$71,297	\$75,033		
14	\$44,427	\$63,454	\$64,110	\$64,844	\$65,406	\$65,962	\$66,534	\$71,268	\$72,599	\$76,335		
15	\$44,872	\$64,089	\$64,752	\$65,493	\$66,060	\$66,622	\$67,199	\$71,268	\$73,325	\$77,098		
16	\$45,321	\$64,729	\$65,399	\$66,148	\$66,721	\$67,288	\$67,871	\$71,981	\$74,058	\$77,869		

2018-2019 Operations & Maintenance Salary Schedule

1.40%

STEP	BUS DRIVER (40 MON TH)	CLEANER	MESSGR	CUSTODIAN		MAINTENANCE HELPER	POOL OPERATOR	ASSIST. HEAD CUSTODIAN	GROUNDS KEEPER			SR. MAINTAINER	SR. MAINTAINER ASSIST. SRVY GROUNDS HEAD CUSTODIAN	SRVY GROUNDS MAINTENANCE SUPERVISOR HEAD CUSTODIAN
				SEC AIDE	SEC AIDE				MAINTAINER SRVY SECURITY	MAINTAINER SRVY SECURITY	HEAD CUSTODIAN			
1	\$36,839	\$49,155	\$49,863	\$50,566	\$51,122	\$51,700	\$51,700	\$52,248	\$56,345	\$56,345	\$58,452	\$58,452	\$62,232	
2	\$37,473	\$50,283	\$50,994	\$51,700	\$52,252	\$52,829	\$52,829	\$53,386	\$57,484	\$57,484	\$59,575	\$59,575	\$63,356	
3	\$38,101	\$51,415	\$52,122	\$52,829	\$53,386	\$53,959	\$53,959	\$54,522	\$58,614	\$58,614	\$60,704	\$60,704	\$64,483	
4	\$38,738	\$52,546	\$53,252	\$53,959	\$54,520	\$55,086	\$55,086	\$55,622	\$59,746	\$59,746	\$61,829	\$61,829	\$65,608	
5	\$39,369	\$53,675	\$54,379	\$55,086	\$55,648	\$56,218	\$56,218	\$56,794	\$60,881	\$60,881	\$62,952	\$62,952	\$66,733	
6	\$39,994	\$54,802	\$55,510	\$56,218	\$56,785	\$57,349	\$57,349	\$57,933	\$62,013	\$62,013	\$64,080	\$64,080	\$67,861	
7	\$40,624	\$55,933	\$56,636	\$57,349	\$57,921	\$58,484	\$58,484	\$59,062	\$63,151	\$63,151	\$65,207	\$65,207	\$69,001	
8	\$41,262	\$57,063	\$57,773	\$58,484	\$59,047	\$59,615	\$59,615	\$60,192	\$64,282	\$64,282	\$66,349	\$66,349	\$70,127	
9	\$41,893	\$58,197	\$58,907	\$59,615	\$60,181	\$60,742	\$60,742	\$61,304	\$65,402	\$65,402	\$67,478	\$67,478	\$71,260	
10	\$42,526	\$59,324	\$59,997	\$60,742	\$61,304	\$61,868	\$61,868	\$62,420	\$66,542	\$66,542	\$68,599	\$68,599	\$72,387	
11	\$43,150	\$60,387	\$61,054	\$61,795	\$62,359	\$62,930	\$62,930	\$63,507	\$67,594	\$67,594	\$69,667	\$69,667	\$73,444	
12	\$43,789	\$61,704	\$62,373	\$63,117	\$63,686	\$64,248	\$64,248	\$64,831	\$68,914	\$68,914	\$70,982	\$70,982	\$74,762	
13	\$44,429	\$63,020	\$63,689	\$64,437	\$65,003	\$65,563	\$65,563	\$66,141	\$70,237	\$70,237	\$72,295	\$72,295	\$76,083	
14	\$45,049	\$64,342	\$65,008	\$65,752	\$66,322	\$66,885	\$66,885	\$67,465	\$71,551	\$71,551	\$73,615	\$73,615	\$77,404	
15	\$45,500	\$64,986	\$65,659	\$66,410	\$66,985	\$67,555	\$67,555	\$68,140	\$72,266	\$72,266	\$74,352	\$74,352	\$78,177	
16	\$45,955	\$65,635	\$66,315	\$67,074	\$67,655	\$68,230	\$68,230	\$68,821	\$72,989	\$72,989	\$75,095	\$75,095	\$78,959	

2019-2020 Operations & Maintenance Salary Schedule

1.00%

STEP	BUS DRIVER (40 MON TH)	CLEANER	MESSGR	CUSTODIAN		MAINTENANCE HELPER	POOL OPERATOR	ASSISTED/AD CUSTODIAN	GROUNDS KEEPER			SR. MAINTAINER	SR. MAINTAINER ASSIST. SRVY GROUNDS HEAD CUSTODIAN	SRVY GROUNDS MAINTENANCE SUPERVISOR HEAD CUSTODIAN
				SEC AIDE	SEC AIDE				MAINTAINER SRVY SECURITY	MAINTAINER SRVY SECURITY	HEAD CUSTODIAN			
1	\$37,207	\$49,647	\$50,362	\$51,072	\$51,633	\$52,217	\$52,217	\$52,770	\$56,908	\$56,908	\$59,037	\$59,037	\$62,854	
2	\$37,848	\$50,786	\$51,504	\$52,217	\$52,775	\$53,357	\$53,357	\$53,920	\$58,059	\$58,059	\$60,171	\$60,171	\$63,990	
3	\$38,482	\$51,929	\$52,643	\$53,357	\$53,920	\$54,499	\$54,499	\$55,067	\$59,200	\$59,200	\$61,311	\$61,311	\$65,128	
4	\$39,125	\$53,071	\$53,785	\$54,499	\$55,065	\$55,637	\$55,637	\$56,219	\$60,343	\$60,343	\$62,447	\$62,447	\$66,264	
5	\$39,763	\$54,212	\$54,923	\$55,637	\$56,204	\$56,780	\$56,780	\$57,362	\$61,490	\$61,490	\$63,582	\$63,582	\$67,400	
6	\$40,394	\$55,350	\$56,065	\$56,780	\$57,353	\$57,922	\$57,922	\$58,512	\$62,633	\$62,633	\$64,721	\$64,721	\$68,540	
7	\$41,030	\$56,492	\$57,202	\$57,922	\$58,500	\$59,069	\$59,069	\$59,653	\$63,783	\$63,783	\$65,859	\$65,859	\$69,691	
8	\$41,675	\$57,634	\$58,351	\$59,069	\$59,637	\$60,211	\$60,211	\$60,794	\$64,925	\$64,925	\$67,012	\$67,012	\$70,828	
9	\$42,312	\$58,779	\$59,496	\$60,211	\$60,783	\$61,349	\$61,349	\$61,917	\$66,056	\$66,056	\$68,153	\$68,153	\$71,973	
10	\$42,951	\$59,917	\$60,597	\$61,349	\$61,917	\$62,487	\$62,487	\$63,044	\$67,207	\$67,207	\$69,285	\$69,285	\$73,111	
11	\$43,582	\$60,991	\$61,665	\$62,413	\$62,983	\$63,559	\$63,559	\$64,142	\$68,270	\$68,270	\$70,364	\$70,364	\$74,178	
12	\$44,227	\$62,321	\$62,997	\$63,748	\$64,323	\$64,890	\$64,890	\$65,479	\$69,603	\$69,603	\$71,692	\$71,692	\$75,510	
13	\$44,873	\$63,650	\$64,326	\$65,081	\$65,653	\$66,219	\$66,219	\$66,802	\$70,939	\$70,939	\$73,018	\$73,018	\$76,844	
14	\$45,499	\$64,985	\$65,658	\$66,410	\$66,985	\$67,554	\$67,554	\$68,140	\$72,267	\$72,267	\$74,351	\$74,351	\$78,178	
15	\$45,955	\$65,636	\$66,316	\$67,074	\$67,655	\$68,231	\$68,231	\$68,821	\$72,989	\$72,989	\$75,096	\$75,096	\$78,959	
16	\$46,415	\$66,291	\$66,978	\$67,745	\$68,332	\$68,912	\$68,912	\$69,509	\$73,719	\$73,719	\$75,846	\$75,846	\$79,749	

**Computer Laboratory
Technicians**

STEP	2016/17 Base Year	2017/18 2.00%	2018/19 1.40%	2019/20 1.00%
1	\$41,701	\$42,535	\$43,130	\$43,561
2	\$42,599	\$43,451	\$44,059	\$44,500
3	\$43,492	\$44,362	\$44,983	\$45,433
4	\$44,393	\$45,281	\$45,915	\$46,374
5	\$45,294	\$46,200	\$46,847	\$47,315
6	\$46,186	\$47,110	\$47,770	\$48,248
7	\$47,085	\$48,027	\$48,699	\$49,186
8	\$47,956	\$48,915	\$49,600	\$50,096
9	\$48,879	\$49,857	\$50,555	\$51,061
10	\$49,779	\$50,775	\$51,486	\$52,001
11	\$50,679	\$51,693	\$52,417	\$52,941
12	\$51,573	\$52,604	\$53,340	\$53,873
13	\$52,477	\$53,527	\$54,276	\$54,819
14	\$53,375	\$54,443	\$55,205	\$55,757
15		\$54,987	\$55,757	\$56,315
16		\$55,537	\$56,315	\$56,878

Appendix A

American Arbitration Association

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In the Matter of the Arbitration :

- Between -

FARMINGDALE UNION FREE SCHOOL
DISTRICT

"District"

- and -

CIVIL SERVICE EMPLOYEES
ASSOCIATION, AFSCME, AFL-CIO

"Union"

-----X

: Case No.
15 390 946 04
: Re: Bus Drivers'
Vacations

APPEARANCES

For the District

Richard J. Guercio, Esq., Attorney
John Lorentz, Assistant Superintendent
Josephine Murray, Administrative Assistant - Personnel
Joe Williams, Bus Dispatcher

For the Union

Anthony Giustino, Esq., Attorney
Larry Borst, CSEA Labor Relations Specialist
Vincent Calasso, First Vice-President, Farmingdale Unit
Susan Spinato, Bus Driver
Lynn Ruziecki, Bus Driver

BEFORE: HOWARD C. EDELMAN, ESQ., ARBITRATOR

BACKGROUND

This grievance protests the District's failure to grant Bus Drivers vacation leave. The Union contends the District's action violates the Collective Bargaining Agreement. The District asserts the grievance is not arbitrable, as well as without merit.

The District employs individuals in numerous non-pedagogical titles. Some work twelve months per year; others work ten months. According to the District, Bus Drivers work a student calendar year plus one or two days. The Union maintains that they are ten month employees within the meaning of Article III, Section 11 of the Collective Bargaining Agreement.

Prior to 2004-05 Bus Drivers did not receive vacations. On November 18, 2004, the Union filed the instant grievance, contending they were entitled to vacation leave. The District denied the grievance, whereupon the Union demanded Arbitration.

Pursuant to the rules and regulations of the American Arbitration Association I was selected to decide the dispute. Hearings were held before me on April 14, 2005; and September 15, 2005. Thereafter, the parties submitted written closing arguments. When I received them I closed the record. This Opinion and Award follows.

THE ISSUE

At the hearing of April 15, 2005, the parties stipulated to the following issue:

Is the grievance arbitrable?

If so, did the District violate the Collective Bargaining Agreement when it denied vacation leave to Bus Drivers in the bargaining unit?

If so, what shall be the remedy(5)?¹

RELEVANT AGREEMENT LANGUAGE

ARTICLE III - WORKING CONDITIONS

Section 11: Ten Month Employees

Ten month employees shall be granted all benefits such as fringe benefits, salary, sick leave, vacation, etc., on a pro-rata basis.

POSITIONS OF THE PARTIES

Arbitrability

The District maintains the dispute is not properly before me. It points out that Bus Drivers were included into the CSEA bargaining unit in 1988. District Exhibit 1. At that time, the District insists, discussions were held concerning benefits to be given to the Drivers.

¹Numbers in parentheses () refer to pages in the transcript, unless otherwise indicated.

These did not include vacation benefits, the District contends. Thus, it argues, pursuant to Article II, Section 3 (Grievance Procedure) of the Collective Bargaining Agreement, a grievance protesting the lack of vacations should have been submitted in 1988, not 2004.

Also, the District asserts, even if the Union's claim is a continuing one, the grievance is still untimely. This is so, it avers, because the claim was filed more than thirty days after the beginning of the 2004-05 school year, in contravention of Article II, Section 3. Therefore, the District reasons, the Union's claim must be dismissed on procedural grounds alone.

The Union contends the matter is properly before me. It alleges that each year a new entitlement to vacation leave arises. Also, since Bus Drivers could take vacation after November 2004, the Union sees no reason why a grievance on this issue had to be filed within thirty days of the beginning of that school year. Consequently, the Union asks that I address the merits of its grievance.

Merits

The Union submits the clear language of the Agreement mandates that I sustain its claim. It points out that Article III, Section 11 grants customary

benefits to ten month employees. It asserts that Bus Drivers are clearly ten month employees (29, 51, 61, Union Exhibit 3). In this context, it insists, Bus Drivers often work more than 183-185 days, the regular school calendar. Hence, it argues, there can be no doubt that Bus Drivers fall into the class of ten month employees as denoted in Article III, Section 11. Thus, it urges, pursuant to the express language of that provision,² its grievance must be sustained.

Other evidence leads to this conclusion, in the Union's view. It notes that the Memorandum of Agreement regarding Computer Laboratory employees provides that these individuals shall be governed by the provisions of the Collective Bargaining Agreement, except that they "shall not receive paid vacation..." As the Union sees it, if the parties desired to provide for a similar exclusion for Bus Drivers they would have so specified. They did not, the Union notes.

The Union acknowledges the District's contention that since 1988, when Bus Drivers were accreted into the bargaining unit, they have not received vacations. However, it submits, the practice of the parties is

²The Union cites numerous Awards for the proposition that clear contract language must be interpreted as written.

irrelevant here. This is so, the Union stresses, because clear contract language takes precedence over any practice to the contrary.

Given these factors, the Union asks that I sustain its grievance. As remedy, it seeks an order directing the District to provide vacation benefits to Bus Drivers retroactively and prospectively.

The District contends it has not violated the Collective Bargaining Agreement. It insists that the Grievants are not ten month employees, as envisioned by Article III, Section 11. It argues they do not work a ten month (September 1-June 30) year, but work the regular school calendar plus one or two days. Therefore, the District urges, the Bus Drivers are not entitled to the benefits set forth therein.

The District asserts that the practice of the parties supports its position. It points out that Bus Drivers have never received vacations, either before or after they became members of the bargaining unit. The Union is well aware of this practice, the District submits. Consequently, it insists, that practice alone warrants rejection of the Union's claim.

In this context the District notes that many Collective Bargaining Agreements have been negotiated

since Bus Drivers came into the bargaining unit. At no time did the Union seek to bargain for this benefit, the District points out. Consequently, Bus Drivers should not be granted a new benefit to which they are not entitled, the District urges.

Given these factors, the District argues that it has properly denied vacation leave to Bus Drivers. Accordingly, it asks me to reject the Union's grievance in its entirety.

DISCUSSION AND FINDINGS

Arbitrability

Initially, I find the dispute is properly before me. It is true that Bus Drivers were accreted into the bargaining unit in 1988. It is also undisputed that they were not granted vacation leave then or at any time thereafter. However, nothing in the Memorandum which memorialized their inclusion into the unit addressed the issue of vacations. Thus, while the practice of the parties since then may well be relevant to a determination on the merits of this dispute,³ the Union was not obligated to file a grievance at that time, I conclude.

³See discussion of this point, below.

Nor was the Union precluded from submitting a claim thereafter. Each year since 1988, certain bargaining unit employees have received vacation leave. Bus Drivers have not. As such, each year a new claim is viable.

Finally, on this issue, it is true the Union submitted its grievance more than thirty days after the start of the school year in 2004. However, Bus Drivers surely would not have had to utilize vacation during this period if they were entitled to that benefit. Thus, a grievance submitted on November 18, 2004 is timely as it relates to the 2004-05 school year and the ones that follow. Accordingly, I conclude, the Union's grievance is properly before me.

Merits

The Union asserted that clear contract language must prevail over any practice to the contrary. This assertion is valid. It is premised on the sound labor relations principle that the language to which the parties agreed represents their mutual intent at the highest levels of union-employer involvement. Thus, the initial question to be answered is whether the language of Article III, Section 11 is clear and unambiguous, as it applies to the facts of this case. If so, the Union's

grievance must be sustained. If not, an examination of extrinsic evidence is necessary to determine the parties' mutual intent with respect to vacations for Bus Drivers.

I have reviewed this issue carefully. Based upon my review, I am convinced that the disputed language is not clear and unambiguous, as the Union insisted. Article III, Section 11 does not state that Bus Drivers are to receive vacation leave. Rather, it states, "Ten month employees shall be granted all fringe benefits..."

These factors demonstrate that the Agreement is not clear as it relates to the issue before me. Consequently, an examination of other evidence extrinsic to the Collective Bargaining Agreement is necessary to determine whether Bus Drivers are entitled to vacations.

Such analysis reveals that Bus Drivers are not due vacations, I find. This is so for a number of reasons.

First, the practice of the parties is clear. For as long as the District has employed Bus Drivers they have not received vacations. Administrative Assistant Josephine Murray testified on this issue. She recalled that Bus Drivers came into the unit in 1988 and that when they did so they brought no vacation entitlement with them. At no time thereafter did Bus Drivers get vacations, Murray remembered. Nor has the Union until

now grieved Drivers' lack of vacation, Murray insisted (107-109).

Murray's recall was clear. It was not rebutted. I credit it. Her testimony demonstrates the existence of a past practice binding upon the parties. That is, for at least sixteen years no vacations have been granted Drivers. Obviously, Bus Drivers were well aware of this practice. As Grievants Susan Spinato and Lynn Ruziecki acknowledged, they knew they were not getting vacations when they first raised this issue in or about 2002. (14, 58). Thus, there can be no doubt that the elements of a binding past practice have been met; i.e., that a course of action has uniformly occurred over a reasonably long period of time and that the action was known by both parties without having been protested. As such, I conclude, the practice of the parties constitutes persuasive evidence in support of the District's position here.

The Union raised, in essence, three arguments in support of its contention that the Grievants are ten month employees and, therefore, entitled to vacation benefits. First, it pointed to a letter from then Assistant Superintendent William Fanning written to Denise Gunther in which he referred to the Bus Driver as

"a ten month position." Union Exhibit 2. It also noted that some posting notices, though not all, for Bus Drivers vacancies included the phrase, "ten month position." Union Exhibit 3. There is no doubt this evidence supports the Union's claim and were it the only evidence of the nature of the Bus Driver's post, the grievance might have been sustained.

However, other, contrary evidence exists. Bus Drivers do not work a ten month year (from September 1 to June 30) as do ten month employees. Their work year begins with the day students report in September and ends when students leave in June, though they may work an extra day or two for Superintendent's Conferences. As such, they are not September 1 - June 30 employees and they work less than a ten month year. Thus, the record as to whether Bus Drivers are ten month employees is mixed. Some evidence supports the Union; some supports the District. However, as noted above, the practice of the parties conclusively reveals that Bus Drivers never got vacation pay and, thus, were not deemed ten month employees in this regard. That practice, then, is entitled to greatest weight here.

The Union also noted that a Memorandum of Agreement specifically barred Computer Laboratory Employees from

receiving vacations. This is so. However, as Murray recalled, that Memorandum memorialized the then existing benefits these employees would have (138), by incorporating their prior Collective Bargaining Agreement into the CSEA one.⁴ The same is true for Bus Drivers. That is, when they came into the CSEA unit they continued to enjoy the benefits they previously had. These benefits, as all are aware, did not include vacation leave. Thus, the Union's reliance on the Computer Laboratory Employee's Memorandum of Agreement does not warrant sustaining the grievance, I find.

In sum, the Union's grievance is arbitrable. The Collective Bargaining Agreement does not, by its terms, grant Bus Drivers vacation leave. The extrinsic evidence as to their ten month status is mixed, except that the practice of the parties conclusively demonstrates that Bus Drivers have never received vacations. This practice is controlling here, I conclude. Accordingly, and for these reasons, the Union's grievance must be denied. It is so ordered.

⁴Computer Laboratory Employees had collective bargaining rights before they were accreted into the CSEA unit. Bus Drivers did not.

6/6/02

MEMORANDUM OF AGREEMENT

This agreement by and between the BOARD OF EDUCATION, FARMINGDALE UNION FREE SCHOOL DISTRICT (hereinafter referred to as "the District") and the COMPUTER LABORATORY ASSISTANTS/TECHNICIANS (hereinafter referred to as "Computer Laboratory Employees") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, CLERICAL, OPERATIONS/MAINTENANCE AND BUS DRIVERS UNIT (hereinafter referred to as the "Association") is constituted as follows:

1. That the Computer Laboratory Employees acknowledge and confirm that the membership of their unit desires to become members of the Association. The Computer Laboratory Employees, by executing this agreement, consent to membership and inclusion in the Association as part of the aforementioned bargaining unit as well as the dissolution of the existing Computer Laboratory Employees' bargaining unit as a separate entity.
2. The Association hereby acknowledges and confirms that its membership consents to the inclusion of the aforementioned Computer Laboratory Employees in the Association's membership as part of the clerical, operations/maintenance and bus drivers' unit aforesaid.
3. That both the Association and the Computer Employees unit recognize that they are obligated to take any and all steps to comply with the applicable law and/or the requirements of the Public Employment Relations Board regarding inclusion of the Computer Laboratory Employees in the aforementioned Association unit, and that the District has no obligation regarding such inclusion other than to treat the Association as the exclusive bargaining representative for the Computer Laboratory Employees in the event of such inclusion.
4. That the Association agrees to hold harmless, indemnify and defend the District for any claim, grievance or charge by any person arising out of the attempted inclusion and/or inclusion of the Computer Laboratory Employees in the aforementioned Association unit, and both the Computer Laboratory Employees and the Association release and discharge the District from any claims, grievances or charges of any nature arising out of such inclusion or attempted inclusion.
5. Effective July 1, 2001, the wages, longevity payments, benefits, and terms and conditions of employment for Computer Laboratory Employees shall be governed by the current collective bargaining agreement in effect for the Association except that Computer Laboratory Employees shall not receive paid vacation; and the provisions contained in their latest prior Memorandum of Agreement regarding in service courses and payment for same, work year, work day, hourly rate for additional hours, and accumulation of unused sick days (provided the maximum limit on the accumulation contained in the aforesaid CSEA collective bargaining agreement applies) contained in the Memorandum of Agreement dated January 30, 1990, shall remain in effect as written.

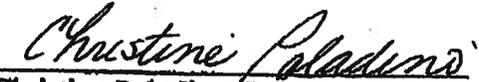
6. That the Computer Laboratory Employees, as 10 month employees shall be granted all benefits as referred to in "5" above, such as longevity payments, fringe benefits, sick leave, etc. on a pro-rata basis.

IT WITNESS WHEREOF, the parties hereto have set their hands and seals this 18 day of June, 2002.

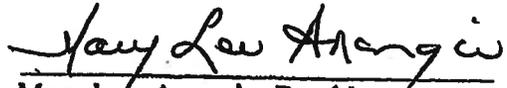
Dated: 6/28/02


Anthony Vitale, President
Board of Education
Farmingdale UFSD

Dated: 6/18/02


Christine Paladino, President
Computer Laboratory Employees
Unit

Dated: 6/18/02


Mary Lou Arangio, President
Civil Service Employees
Association, Local 1000, AFSCME,
AFL-CIO, Clerical,
Operations/Maintenance
and Bus Drivers Unit

Dated: 6/18/02


Miguelangel Cruz, LRS
Civil Service Employees
Association, Inc.

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00/01-0765-F-0039

Farmingdale Union Free School District

CSEA GRIEVANCE FORM

Name of Grievant: _____ SS # _____

Home Address: _____

Position Held at Date of Grievance: _____

Assigned Work Area: _____

This grievance is being filed at:

_____ Stage 1 _____ Stage 2 _____ Stage 3 _____ Stage 4

Where and when did this event or these events happen?

Date: _____ Time: _____ Place: _____
month day year

Article and section of the contract which is the subject of this grievance:

Article _____
Section: _____
Paragraph: _____

Describe the nature of the grievance: (use additional sheets if necessary.)

Immediate Supervisor: _____
Building Principal: _____
Other Administrators: _____
Assistant Superintendent: _____
(copies to above)

Grievance heard:
Date: _____
Time: _____
Hearing Officer: _____

Resolution:
Approved: _____
Disapproved: _____

Access to Files, 32
 Administrator, 5
 Advisory Arbitration, 7
 After-Hours Workshops, 23
 Alone In a Building, 27
 Annual Advancement, 31
 ARTICLE VIII -- ARMED FORCES SERVICE CREDIT, 31
 ARTICLE I -- RECOGNITION, 4
 ARTICLE II -- GRIEVANCE PROCEDURES, 4
 Assistance in Assault or Civil Cases, 26
 Basic Uniforms, 27
 Bulletin Board, 34
 Ceremonies, 21
 Changes to Contract, 34, 37
 Chief Administrator, 5, 7
 Christmas Recess Period, 9
 Coffee Breaks, 12
 Compensation for Lost Time, 26
 Compensatory Time in Lieu of Overtime, 11
 ARTICLE XVII -- COMPUTER LABORATORY EMPLOYEES, 37
 Conferences, Workshops, 21
 Consultations and Meetings, 37
 Court and/or Governmental Agency Appearance, 19
 ARTICLE XV -- DAMAGE TO PROPERTY, 36
 Day, 5
 Death in Immediate Family or of "Substitute Parent", 19
 Death of Other Than Immediate Family Members, 19
 Deduction Schedule, 35
 Defective Vehicle, 27
 Dental Insurance, 30
 Disposition of Deducted Dues, 35
 Dues and Credit Union, 34
 Dues Discontinuance, 35
 Education, 21
 Employee Authorization: Continuance 35
 Employee Responses, 32
 Employee Review of Contents, 32
 Employees with Deductions, 34
 Evaluations, 32
 Exclusive Representative, 6
 Extended Sick Leave Allowance, 15
 Extended Sick Leave Bank, 17
 Family Illness, 18
 Fifteen (15) Working Days of Vacation, 13
 First Sixty (60) Days of Employment, 15
 Five (5) Consecutive Workdays Which Includes Saturdays
 and/or Sundays, 10
 Flex Benefits Plan, 30
 Foul Weather Gear, 28
 Funerals, 21
 Good Faith, 36
 Grievance, 6
 ARTICLE II -- GRIEVANCE PROCEDURES, 4
 Health Insurance Plan, 29
 Health Insurance Upon Retirement, 29
 Holidays, 20
 Hours of Work, 8
 Immediate Family, 18
 Immediate Supervisor, 6
 Inclement Weather -- Schools Closed, 22
 Involuntary Transfers, 33
 Items Contrary to Law, 36
 Jackets, 28
 Jury Duty, 19
 Lateral Moves-Salary Adjustments, 24
 Layoffs, 25
 Leave Allowance, 15
 Leave for Personal Health and Family Hardship, 22
 Leave of Absence, 22
 Legal Counsel, 26
 Legal Matters, 20
 Legislation, 37
 Life Insurance, 30
 Longevity Increment, 11
 Lunch Period, 10
 Maternity/Paternity, 22
 Meetings, 34
 Memos on Terms and Conditions, 32
 Mid-Winter and Spring Recesses, 9
 Negotiating Committee, 34
 New Titles, 26
 Non-Teaching Meetings and Visitations Within or Outside
 the District, 21
 Officers of the Association, 26
 ARTICLE VI -- ON-THE-JOB INJURIES, 29
 Optical Benefit, 30
 Organizational Conference Days, 21
 Overtime, 10
 Paid Holidays, 20
 Pay Checks, 31
 Payment Periods, 31
 Payment For Unused Accumulated Sick Leave, 15
 Period of Agreement, 37
 Personal Illness, 15
 Personal Leave, 20
 ARTICLE XI -- PERSONNEL FILES, 32
 Posting of Notices, 24
 PREAMBLE, 4
 Present Grievances, 6
 Productivity, 23
 Promotion Examinations, 25
 Promotion from Maintainer, 25
 Promotion from Maintenance Helper, 25
 ARTICLE IV -- PROMOTIONS, 24
 ARTICLE V -- PROTECTION OF NON-TEACHING
 EMPLOYEES, 25
 Provisional Appointees, 24
 Quarantine, 18
 Regular Hours of Work for the Operational, Maintenance
 and Grounds Employees, 8
 Religious Observances, 21
 Representative, 6
 Rest, Restoration of Health, or the Alleviation of Hardship,
 22
 Retirement Benefit, 11
 ARTICLE IX -- RETIREMENT CONTRIBUTIONS, 31
 Rollover of Vacation, 14
 Rules and Regulations, 38
 Safety, 27
 Salary Differential, 12
 Salary for Provisional Appointees, 24
 Secret Ballots, 36
 Security Aides - Retired From Public Service, 23
 Security Aides Paid on an Hourly Basis, 24
 Seniority, 25
 Serious illness in Immediate Family or of "Substitute
 Parent", 18

Shoe Allowance, 29
Snow Removal Team, 22
Standards, 34
Standing Committee, 23
Subpoenas, 19
Substitute Parent, 18
Tax Sheltered Annuities, 35
Ten-Month Employees, 13
ARTICLE XII --TRANSFER AND REASSIGNMENTS, 32
Transferring Employees, 25
Travel Time, 21
Twenty (20) Working Days of Vacation, 13
Uniform Colors, 28

Uniforms, 27
Union Dues Deductions, 35
Unused Sick Days, 15
Use of District Facilities, 34
Vacation, 13
Vacation and Other Benefits for District Bus Drivers, 13
Withholding Increase, 12
Work Hours For Clerical Staff, 9
Work on Legal Holidays, 10
Work Out of Title, 12
Work Titles, 13
Worker's Compensation, 17, 29
ARTICLE III --WORKING CONDITIONS, 8
Workshops, 23

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion (United Nations 1998).

There are a number of reasons why the number of children in the world is increasing. One of the main reasons is that the number of children who are surviving to the age of 5 has increased significantly in the last few decades. This is due to a number of factors, including improved medical care, better nutrition, and a decline in the number of children who are dying from preventable diseases.

Another reason why the number of children in the world is increasing is that the number of children who are being born is increasing. This is due to a number of factors, including a decline in the number of children who are being aborted, and an increase in the number of children who are being born to women who are younger than in the past.

There are a number of challenges that are associated with the increasing number of children in the world. One of the main challenges is that there are not enough resources to provide for all of the children. This is particularly true in developing countries, where there is a high level of poverty and a high level of unemployment.

Another challenge is that there are not enough schools to educate all of the children. This is particularly true in developing countries, where there is a high level of poverty and a high level of unemployment.

There are a number of ways that we can address these challenges. One way is to provide more resources to developing countries. This can be done through a number of ways, including providing more aid, and providing more technical assistance.

Another way is to provide more schools to developing countries. This can be done through a number of ways, including providing more aid, and providing more technical assistance.

There are a number of other ways that we can address these challenges. One way is to provide more education to women. This can be done through a number of ways, including providing more aid, and providing more technical assistance.

Another way is to provide more education to children. This can be done through a number of ways, including providing more aid, and providing more technical assistance.

There are a number of other ways that we can address these challenges. One way is to provide more health care to children. This can be done through a number of ways, including providing more aid, and providing more technical assistance.

Another way is to provide more health care to women. This can be done through a number of ways, including providing more aid, and providing more technical assistance.

There are a number of other ways that we can address these challenges. One way is to provide more economic opportunities to children. This can be done through a number of ways, including providing more aid, and providing more technical assistance.

Another way is to provide more economic opportunities to women. This can be done through a number of ways, including providing more aid, and providing more technical assistance.

There are a number of other ways that we can address these challenges. One way is to provide more social services to children. This can be done through a number of ways, including providing more aid, and providing more technical assistance.

Another way is to provide more social services to women. This can be done through a number of ways, including providing more aid, and providing more technical assistance.

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Another way is to provide more legal services to women. This can be done through a number of ways, including providing more aid, and providing more technical assistance.

There are a number of other ways that we can address these challenges. One way is to provide more cultural services to children. This can be done through a number of ways, including providing more aid, and providing more technical assistance.

Another way is to provide more cultural services to women. This can be done through a number of ways, including providing more aid, and providing more technical assistance.

There are a number of other ways that we can address these challenges. One way is to provide more environmental services to children. This can be done through a number of ways, including providing more aid, and providing more technical assistance.

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Danny Donohue, President

