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The Salary Schedules for Custodians, Head Custodians, Maintainers, Cleaners and Bus Drivers for the period July 1, 2005 through June 30, 2009 are indicated on page 19 of this contract.

AGREEMENT, entered into this 1st day of July, 2005 by and between the BOARD OF EDUCATION, MERRICK UNION FREE SCHOOL DISTRICT, Merrick, New York, (hereinafter referred to as the "Board"), and CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, MERRICK CUSTODIAL UNIT LOCAL 865, (hereinafter referred to as the "Association").

**WITNESSETH:**

WHEREAS, the Association has heretofore been recognized by the Board as the bargaining agent for the full-time custodians and custodians-in-charge, custodial maintenance men, and bus drivers;

WHEREAS, after negotiations the parties have agreed upon certain terms and conditions of employment which shall become effective July 1, 2005;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions hereinafter set forth, and other good and valuable consideration, the parties have agreed one with the other as follows:

**ARTICLE I**

**Term of Agreement**

This agreement shall be effective for the period July 1, 2005 through June 30, 2009.

**ARTICLE II**

**Recognition**

1. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for full-time custodians, head custodian, and custodians-in-charge, maintainers, cleaners and bus drivers, certified under New York State Civil Service Law, rules and regulations.

2. Such recognition shall continue for the term of this Agreement during which time the Board shall not recognize or negotiate with any other representatives of the employees included in the negotiating unit as set forth in paragraph one of this ARTICLE II.

3. Satisfactory evidence that the Association represents a majority of the employees in the above categories shall be sufficient for the Board to continue to recognize the Association as sole bargaining agent for the aforementioned employees subsequent to the expiration of this Agreement, to the extent permitted by law.

### **ARTICLE III**

#### **Employment**

1. All those covered under this Agreement shall be employed under the applicable regulations of the New York State and Nassau County Civil Service Commissions and shall submit to such examinations and ratings as required by these Commissions.

2. Appointments to the positions covered by this Agreement shall be made from eligible lists as furnished by the Civil Service Commission or on a provisional basis as provided by Civil Service Law. Preference shall be given to residents of Merrick Union Free School District provided they are equally qualified. In the event that any position covered by this Agreement becomes vacant or additional positions are created by the Board, the Association shall receive notice of such in sufficient time to permit all interested employees covered hereto to apply for the same.

3. The first of the month next following the date of employment shall be considered the respective employee's anniversary date and salaries will be annualized as of July 1st for payroll purposes.

4. Should the Board create new positions within the bargaining unit which are not covered by this Agreement, it shall consult with the Association as to terms and conditions of employment including salary prior to the creation of such new position, but this matter shall not be subject to grievance or arbitration.

5. Notice of vacancies and Civil Service exams for positions in the bargaining unit shall be given to the head custodian or custodian-in-charge of each building and to the unit president.

### **ARTICLE IV**

#### **Disciplinary Action - Termination of Employment**

1. An appointing officer may take appropriate disciplinary action with respect to employees for incompetence or misconduct under and pursuant to the procedures for removal and other disciplinary action as established in Section 75 of the Civil Service Law.

2. The service of any employee covered by this Agreement may be terminated by action of the Board in accordance with existing Civil Service Law.

## ARTICLE V

### Compensation

1. The salary schedules for the period July 1, 2005 through June 30, 2009 for all custodial employees are indicated on page 19 of this contract.

(a) Employees scheduled to work on the night shift shall receive their salary checks on Thursday evening.

2. Salaries during the year shall be paid in at least twenty-six (26) installments, each subject to adjustment in accordance with law and this Agreement, provided that an employee cannot be paid less than one week's pay, and provided the employee actually works the full week or has taken approved paid leave time.

3. All hours worked in excess of forty (40) hours in any calendar week shall be deemed to be extra service and for each hour of such extra service employees shall be compensated at time-and-one-half pay, except that any such extra service beyond forty (40) hours that occurs during a Sunday or holiday shall be compensated at double pay unless noted otherwise in this Agreement.

4. Salary for time served shall be prorated and shall be paid up to and including the last day of employment.

5. Should an employee perform the work of a custodian-in-charge for thirty consecutive days, the employee shall at that time commence receiving the stipend, pro-rata, for such additional days worked in that capacity.

6. Employees entitled to vacations shall receive the total vacation pay prior to the commencement of such vacations.

7. If the employee becomes entitled to a Workers Compensation for any period for which salary has been received (including sick leave under this Agreement), the Board shall be entitled to receive and retain the amount of such benefit. In the aforementioned case, such Workers Compensation benefit shall be added back to the employee's sick leave reserve.

8. Each absence in any year in excess of the aggregate leave for such respective reason provided for in this Agreement or for any reason not provided for in this Agreement shall constitute an unexcused absence, and for each hour of unexcused absence, a deduction shall be made from the absent employee's salary equal to his/her hourly rate as computed on the attached salary schedule.

9. The Board hereby agrees to pay a full-time employee serving on jury duty the difference between jury pay and regular pay. Each employee agrees to sign over to the Board the check received for jury duty.

10. If an employee is called back to work in an emergency situation, the employee will be guaranteed two hours pay.

11. There shall be an entry level step of \$600 less than Step 1 for all persons who are appointed to the position of custodian, maintainer, cleaner or bus driver.

12. An employee who is promoted to a higher title will be placed on that step of the salary schedule which results in an increase in salary.

13. The following stipends are in effect:

Head Custodians receive a stipend of \$3,000

Assistant Custodians-in-Charge receive a stipend of \$1,000

Maintainers hired after 7-1-90 shall receive a stipend of \$2000

Custodians assigned to fill in as bus drivers shall receive a stipend of \$500.

## **ARTICLE VI**

### **Working Hours**

1. All employees covered by this agreement shall work eight (8) hours a day, forty (40) hours a week, Monday through Friday, inclusive, except those employees hired on or after July 1, 1987. Employees hired on or after July 1, 1990 shall work any five consecutive days between Monday and Saturday.

2. The District shall have the right to assign shifts as needed throughout the week, and such shift assignments shall be based upon ability and seniority of each employee so assigned.

3. All employees on day shift shall have one (1) hour off during their shift for purposes of eating. Such meal hours shall be staggered so that at least one custodial employee is on duty at all times while the school building is occupied.

All employees on the night shift shall work eight (8) hours inclusive of one-half hour for dinner to be eaten on the school premises.

4. Specific assignment to buildings or hours shall be at the discretion of the Superintendent or his/her designee. In making such assignments, consideration should be given to the seniority of the individual, but this shall not be the determining factor.

5. All employees must be available to work overtime during the ten regular working days immediately preceding the return of teachers in the beginning of the school year.

## ARTICLE VII

### Medical Exams and Chest X-Rays

1. Each employee, prior to the commencement of employment, must submit to a physical examination including a chest x-ray. The physical examination will be given at the expense of the Board by the school physician.

2. Each employee may be required to have a medical examination, annually or biannually, prior to the opening of school in September. These examinations will be given by the school physician at the expense of the Board. Should an employee prefer to be examined by a personal doctor, the Board agrees to reimburse the employee for the fee charged by the employee's doctor but not to exceed the fee paid by the Board to the school physician. Reports of examinations made by other physicians are to be submitted to the school physician for approval.

## ARTICLE VIII

### Holidays

1. The following holidays and days of special observance are not considered regular working days and employees will be given these days or part days off without reduction in pay:

Independence Day	Christmas Eve
Labor Day	Christmas Day
Columbus Day	New Year's Eve
Veteran's Day	New Year's Day
Thanksgiving Day	President's Day
Friday after Thanksgiving	Martin Luther King's Birthday
Memorial Day	Good Friday

2. Any employee entitled to a day off because of a holiday which falls on a Saturday shall be given another day off as scheduled by the Superintendent or his/her designee. Such day off shall be arranged so as to provide proper coverage and protection for the buildings.

3. Any holiday listed herein which falls on a Sunday shall be observed on the Monday following, or on such day designated by the Superintendent or his/her designee.

4. Should it be necessary to schedule classes on one of the above holidays, all employees are to work; however, another day off will be scheduled, so arranged to provide coverage and protection for the buildings. No extra compensation is to be provided in this instance.

## **ARTICLE IX**

### **Vacations**

1. Employees who have been employed in the District for longer than one (1) year shall be entitled to two (2) weeks vacation with full pay. After five (5) years of service in the District, they shall be entitled to three (3) weeks' vacation with full pay. After ten (10) years, they shall be entitled to four (4) weeks' vacation with full pay.

2. All those employed less than one (1) full year shall be entitled to one (1) day of vacation for each month or major part of a month of their employment in the District, up to a maximum of ten (10) days. Vacations shall not be earned unless there is an employment of more than six (6) months and no vacation days are to be taken during the first six (6) months of employment.

3. All vacation dates will be subject to approval of the Superintendent or his/her designee and, to the extent deemed feasible by such Administrator, shall be during the eight (8) weeks following the close of school for summer vacation, except from the end of the school year until two (2) weeks before the start of the next school year a maximum of two (2) weeks vacation per employee will be permitted, and a maximum of two (2) Persons from each building will be permitted to be on vacation at the same time, except that only one (1) grounds man from the District may be on vacation at the same time, provided that approval is given by the Director of Business and Finance. Moreover, vacation requests of less than three consecutive work days during the summer months need not be considered by the district.

4. All those who have worked more than six (6) months in the District shall be granted their earned vacation days should their employment terminate for any reason.

5. In scheduling vacations, the building seniority of each employee should be considered, but is not the determining factor.

6. Only one (1) employee in each building will be permitted to be on vacation at any time whenever school is in session. Other employees within the bargaining unit will perform the work normally done by such employee, so that it will not be necessary to employ a substitute for the vacationing employee.

7. The scheduling of vacations shall be made according to seniority classification.

## **ARTICLE X**

### **Administration and Union Meetings**

1. Regular meetings between the administration and the union shall be set up to discuss policy, problems, safety, and the exchange of ideas.
2. The Board shall supply the unit president on a semi-annual basis, a list of employees in the bargaining unit including each employee's full name, home address, job title, work location, membership status, and the first date of employment.

## **ARTICLE XI**

### **Group Health and Dental Insurance Plans**

1. The Board elects to participate as a participating employer in the State Employees' Health Insurance Plan to include in such plan its employees and retired employees covered by this Agreement, subject to and in accordance with this agreement and the provisions of ARTICLE XI of the Civil Service Law and the Regulations of the Health Insurance Board, as presently existing or hereafter amended, together with such provisions of the Insurance contracts as may be approved by the Health Insurance Board or any administrative rule or directive governing the plan.
2. Effective August 26, 1994 current employees shall pay 50% of the largest contribution towards the cost of health insurance made by a unit of employees in the District. Any employee hired after August 26, 1994 shall pay 100% of the largest contribution towards the cost of health insurance made by a unit of employees in the District. The amount required to be paid by the district will be applied to the GHI or HIP options.
3. Employees shall be provided a family dental insurance plan provided, however, that the district's cost not exceed \$500 per year per full-time employee. Should the actual premium for the plan exceed these costs, the difference shall be paid by the employees and not the district via payroll deduction.

In addition, the District may permit other employees to enroll in this dental plan provided they are either managerial, confidential, exempt, or belong to an employee organization which is affiliated with AFL-CIO.

4. Employees shall have the option to withdraw from participation in the Health Insurance Plan or change from family to individual. Employees who exercise these options must notify the District in writing by May 1st of their intentions. An employee who exercises the option to withdraw shall receive two payments of \$1,100 for those who withdraw from family coverage, and two payments of \$550 for those who withdraw from individual coverage, in the first paycheck in January and the last paycheck in June. Those employees who exercise the option to change from family to individual coverage shall receive two payments of \$550 in the first paycheck in January and the last paycheck in June. New employees may exercise the option upon hiring and will receive the above-stated amounts, prorated.

Employees who have withdrawn from the District's Health Insurance Plan shall, upon request, be reinstated to coverage under the District's Health Insurance Plan subject to the rules and regulations of the Health Insurance Plan in effect. If the employee requests reinstatement during the school year, the employee shall receive a prorated portion of the amount designated above. This change can be made once a year.

5. A health insurance plan providing a total benefits package comparable to the plan in existence on June 30, 1990, or the plan at the time of the alternate proposal, may be instituted by the District upon written notice to the Association, which notice shall include a copy of the plan including costs and premiums.

6. An employee whose spouse is working in the District, or is working elsewhere in the State of New York for a public employer and who is afforded family coverage under the Empire Plan, shall not be eligible to receive the health insurance benefits hereunder. Should such employee's spouse no longer be afforded the aforesaid coverage, the employee shall be entitled to the health insurance benefits hereunder upon thirty days' notice to the District unless a longer period of time is required pursuant to the rules and regulations of the Empire Plan. This subsection shall only apply to employees hired on or after July 1, 1990.

## **ARTICLE XII**

### **Disability Insurance Benefits**

1. The Board agrees to provide and shall pay the full cost of disability income insurance similar to the insurance provided by New York State's "Off-The-Job" Disability Benefits Program.

2. This insurance will provide income protection starting with the eighth day of disability. Payments are to be fifty (50%) percent of basic weekly earnings up to a maximum of \$95.00 for a maximum of twenty-six (26) weeks. Payment for any one (1) day of disability is to be one-seventh of the weekly benefit.

## ARTICLE XIII

### Sick Leave and Other Leaves

1. Starting with the second year of employment, each employee shall be allowed twelve (12) days current sick leave, without loss of salary, in each year, plus accumulated sick leave unused by such employee in any prior school year or years. Such accumulate leave shall in no event exceed one hundred ninety-five (195) days, in addition to the twelve (12) days current sick leave.

2. Each employee who has been employed less than a full year shall be entitled to one (1) day current sick leave for each month, or major fraction thereof, from the date of such employment to the time of absence from sickness, less such part of such leave as may have previously been used, to a maximum of twelve (12) days.

3. Employees, on their employment anniversary date, shall be credited with the number of days of current and cumulative sick leave to which they are entitled as above provided, which shall in no event exceed one hundred ninety-five (195) days plus the current twelve (12) days. No use of such leave shall be made except for bona fide illness requiring a custodian to be absent from school. The Administration may require a statement or affidavit of the absentee, or a medical certificate in respect to each such illness, and in such form as may be required, provided that if anyone in a school fiscal year is absent from work for illness to an aggregate of more than ten (10) days, then for each absence thereafter of more than three (3) consecutive days for illness in such year, a medical certificate, stating the illness, must be furnished by such employee to the Superintendent before any such absence is charged against the leave provided hereby.

4. Upon written request by an employee, the Board of Education, at its discretion, may grant an unpaid leave of absence for medical reasons for up to one school year.

5. At the beginning of every school year, each employee shall be credited with five (5) days to be used for the employee's personal business, without loss of salary in each school year for any one or a combination of the reasons set forth below:

- (1) Serious illness or death in immediate family;
- (2) Religious observance;
- (3) Subpoenaed or called to court or hearing;
- (4) Graduation exercise by a member of the immediate family;
- (5) Appointment for college admittance by a member of the immediate family;
- (6) Taking child to college as freshman;
- (7) School or college special honor to a member of the immediate family;
- (8) Special honor bestowed on a member of the immediate family;
- (9) A house closing or specified necessary business requirement;
- (10) Being married;

- (11) Attending a wedding as a participant;
- (12) Attending the wedding of a member of the immediate family;
- (13) Moving to new home;
- (14) Emergency repairs in home where immediate attention is needed to prevent damage;
- (15) Attend a funeral;
- (16) Other

Except in case of emergency, employees will provide three working days' notice on a form which has been mutually agreed to by the District and the Association of his intention to take a personal day and the reason therefore as specified herein-above. The leave provided in this paragraph five shall be noncumulative.

A first year employee shall be entitled to three (3) days and a second year employee to five (5) days personal leave as provided in this Article, but any leave in excess of the foregoing limits up to a maximum of five (5) days shall be charged against sick leave for that year, and shall be allowed only to the extent such sick leave is available.

6. No salary deduction will be made or other adverse action taken in the case of any custodian who has been summoned to and actually serves as a juror, subject to the following:

- (a.) The custodian has not volunteered for jury service.
- (b.) Makes a reasonable effort to avoid serving as a juror in a case which it is stated at the outset will be of unusually long duration.
- (c.) Refunds to the District the fee received for serving as a juror.
- (d.) Employee shall be notified, prior to September 15th of each year, of the number of accumulated sick days.
- (e.) Employees who are out sick must call in at least one hour prior to the start of their shift, with the exception of the night crew, which must call in by 11:00 a.m. It is understood that if a night crew employee becomes ill after 11:00 a.m., he/she will call in as soon as possible.

7. BEREAVEMENT LEAVE - Upon the death in the immediate family (spouse, children, parent, sibling, grandparent, mother-in law, father-in-law and other persons normally living in the employee's household) of the employee, and the employee's son-in-law, daughter-in-law and grandchild, five (5) days shall be granted. In the event of two deaths in the immediate family in any one school year, a maximum of ten (10) bereavement days shall be provided for that year.

8. Any employee who leaves the District's employ or who commences an unpaid leave of absence prior to the expiration of the school year will have their sick leave entitlement for that year pro-rated, and in the event the employee has utilized more sick time than such pro-ration would permit, the employee's last paycheck shall be reduced accordingly, or if that is not possible, the employees shall be responsible for reimbursing the District accordingly.

#### **ARTICLE XIV**

##### **Retirement**

1. The Board does hereby agree to bring the aforementioned employees under the provisions of Section 75 (c) of the New York State Employees' Retirement System under prevailing New York State Law. This 1/60th Plan is based upon granting half pay after thirty (30) years of service and provides disability benefits, death benefits, and other provisions. The District agrees to permit eligible employees to be covered under Section 75 (i) of the New York State Retirement System.

2. All employees who elect to enter the retirement program must also have deductions for Social Security.

#### **ARTICLE XV**

##### **Terminal Pay**

1. For employees hired prior to June 30, 1982: After giving proper notice, in writing, to the District of an employee's intention to retire and proper notice, in writing, to the applicable state retirement organization, such employee shall be granted an increase in current salary equivalent to one (1) day of current pay for each two (2) days of accumulated unused personal sick leave in the District.

If a death should occur before actual retirement, such increase in salary to which the employee would have been entitled to receive will be paid to the employee's beneficiary, if designated, otherwise to the estate of the employee.

After giving proper notice, in writing, to the District of an employee's intention to leave the employ of the District for reasons other than retirement, involuntary separation or request for resignation by the District, such employee shall be granted an increase in current salary equivalent to current pay for accumulated unused personal sick leave in the District in accordance with the following schedule:

- (a) After one (1) year to and including fifteen (15) years of service twenty (20%) per cent of accumulated personal sick leave.
- (b) From more than fifteen (15) years to and including twenty (20) years of service - thirty (30%) per cent of accumulated personal sick leave.

- (c) From more than twenty (20) years of service fifty (50%) per cent of accumulated personal sick leave.

If death should occur while in the employ of the District, such increase in salary which the employee would have been entitled to receive will be paid to the employee's beneficiary, if designated; otherwise, to the estate of the employee.

2. Employees hired after June 30, 1982, shall not be eligible for terminal pay.

## **ARTICLE XVI**

### **Snow Removal - Emergencies**

1. All employees under this Agreement agree to make themselves available for snow removal and other emergencies when called upon to do so.

2. When school sessions are not held because of snow, the three (3) Custodians-in-Charge and the three (3) Grounds people will be expected to report for work at their regular-assigned time. They will work a minimum eight-hour day and be paid at their regular rate. Each of these employees will be awarded an additional vacation day as compensation for this work. All other association members will not report to work, but must be available to assist with snow removal if the need should arise. The decision to call in additional members of the staff will be made by the Superintendent or his/her designee, after consultation with the custodian-in-charge or head custodian, provided their use is approved as set forth in Article IX herein.

3. If any employee should refuse to report to work due to illness, the District has the right to require a doctor's verification of such absence.

## **ARTICLE XVII**

### **Uniforms, Vehicle Use and Safety**

1. The Board agrees to furnish three (3) sets of pants and shirts each school year to be used solely as work uniforms by members of the Association, and one (1) set of safety shoes as needed, which must be worn on the job at all times. Uniforms and work shoes are to be given to the custodial staff no later than September 1st of each year. All laundering is to be furnished by the employee.

2. The Board, at its own expense, shall furnish two (2) additional raincoats and hats for emergency use, making a total of four (4) for each building.

3. The Board, at its own expense, shall provide one set of coveralls at each building.

4. The Board, at its own expense, shall provide three (3) parkas for outside duties during the winter season, once during the life of this agreement. The choice shall be mutually agreed upon.

5a. No employee shall be ordered to use his/her privately owned vehicle for district business.

5b. No employee shall be ordered to drive any district owned and/or operated vehicle that is defective. The district shall be solely responsible for making a determination as to whether a vehicle is defective.

### **ARTICLE XVIII**

#### **No-Strike Provision**

1. In compliance with Section 207B of the Public Employees Fair Employment Law of New York, the Association on its own behalf and on behalf of the employees in the bargaining unit it represents, affirms that it does not assert the right to, and agrees that it will not call, instigate, assist or participate in a strike against the Board or impose an obligation to conduct, assist or participate in any such strike during the duration of this Agreement.

### **ARTICLE XIX**

#### **Legislative Action**

1. 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.

2. In the event any provision or provisions hereof are held to be unlawful, the remaining provisions of this Agreement shall remain in effect and the parties hereto shall meet forthwith for the purpose of modifying the same to conform with law and/or negotiating provision or provisions in lieu thereof.

### **ARTICLE XX**

#### **Grievance and Arbitration**

1. In order to continue the harmonious and cooperative relationship between the District and its employees, it is hereby declared to be the purpose of this Article to provide for the fair and speedy resolution of grievances as herein defined through the following procedures under which such grievances may be presented free from coercion, interference, restraint, discrimination or reprisal.

2. A grievance may be submitted by either party or by an employee within fourteen (14) days after knowledge of the occurrence of the act complained of in accordance with the procedure set forth below. For purposes of this Agreement, a grievance is defined as, and limited to, disputes concerning the meaning, interpretation or application of this Agreement.

## **STEP I**

An informal conference shall be held between the grievant and a representative of the Association and the person or persons complained against and the Director of Business within four (4) working days of the assertion of the Grievance. A decision of the grievance shall be communicated to the grievant within four (4) working days of the conference.

## **STEP II**

If the grievance is not resolved at Step I, the aggrieved and/or the Association may appeal to the Superintendent by submitting the grievance in writing together with the relevant data within five (5) working days of receipt of the Step I decision. Said Superintendent shall confer with the grievant within six (6) working days of receipt of the written grievance and data. Said Superintendent shall note his/her decision on the grievance form and return the form to the grievant within ten (10) working days.

## **STEP III**

In the event the grievance is not resolved at Step II, the Association thereafter within ten (10) days of the Step II decision may submit the grievance for resolution to an impartial arbitrator selected in accordance with the rules and regulations of the American Arbitration Association then obtaining. The arbitrator so selected shall hear the matter as promptly as possible and issue an award within fourteen (14) days after the close of the hearing, or if oral hearings have been waived, after final submission of written proofs. Such award shall be final and binding upon the parties, except that either party may institute appropriate legal proceedings to set aside the decision and award of the arbitrator on the ground of illegality or on any other ground or grounds permitted by law. The cost and expense of arbitration shall be divided equally between the Board and the Association.

3. Conference and hearings held hereunder shall be conducted during non-working hours. A grievance shall be asserted at the applicable first step within fourteen (14) days of knowledge of the occurrence of the complained act. Failure to assert a grievance at the first applicable step within said fourteen (14) days of knowledge of the occurrence thereof shall be deemed abandonment of the grievance. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step. Failure at the first three (3) steps in the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. The Parties may, by mutual agreement, extend the specified time limits.

4. Nothing contained in this ARTICLE or this Agreement shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

5. All grievances initiated by the Board or its designee shall be submitted in writing to the President of the Association. If the grievance is unresolved within ten (10) working days of submission, the Board may submit the grievance to arbitration in accordance with Step III above.

6. Nothing contained in this ARTICLE shall apply to any matter as to which an exclusive method of review is prescribed by Civil Service Laws or regulations; nor shall termination of employment or discontinuance of the probationary period be subject to arbitration hereunder.

## **ARTICLE XXI**

### **Dues Deduction**

1. The Board agrees to honor individual written authorizations on a District form (see Appendix B, attached) for payroll deduction of Association membership dues. Authorizations must be delivered by the Association to the Business Office prior to October 1st in order to be given effect for the ensuing school year; and they shall be accompanied by a schedule prepared by the Association which shall certify the current yearly Association dues that each employee agrees to have deducted. The District will deduct and promptly remit dues to CSEA Inc., 143 Washington Avenue, Albany, New York 12224 commencing with the pay period next following October 15 on a biweekly basis, until the total payment is completed. Dues deduction authorizations shall remain in full force and effect from year to year unless revoked in a writing delivered to the Business Office during the period of September 1st through September 15th of any given year.

2. The Association, on its own behalf and on behalf of each employee authorizing dues deductions, hereby releases the Board of Education, its officers, agents and employees from any responsibility for the use or application of dues after it has been deducted and remitted, as aforesaid.

## **ARTICLE XXII**

### **Negotiation Procedures**

1. There shall be negotiation in accordance with the procedures set forth herein in a good faith effort to reach mutual understanding and agreement on matters affecting the terms and conditions of employment of employees in the above described unit.

2. The Board agrees to enter into negotiations with the Association over a successor agreement not later than five (5) months preceding the expiration of this Agreement. The Board or the Association shall initiate such negotiations by requesting a meeting of the parties at a mutually convenient date. Any agreement so reached shall apply to all members of the Association defined above and shall be reduced to writing and shall be assigned by the Board and the Association.

3. The Board and the Association during the negotiations shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection pertinent records of the Merrick Union Free School District, Merrick, New York. The Board of Education may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

4. If the negotiations described in the above sections have reached an impasse, then the New York State Public Employee Relations Board's procedures on impasse shall prevail.

### **ARTICLE XXIII**

#### **Unpaid Leave of Absence**

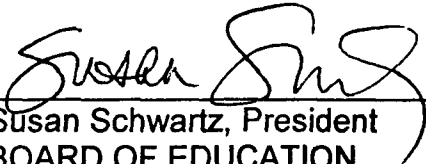
Employees with at least five years service in the District may request an unpaid leave of absence for up to one year, which shall be granted at the sole discretion of the Board of Education. A dispute hereunder shall not be arbitrable.

### **ARTICLE XXIV**

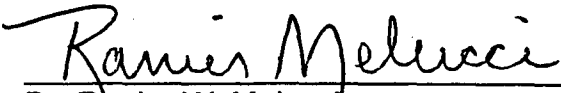
#### **Damage to Personal Property**

The District will establish a combined total fund of \$200.00, which fund shall be used for compensating employees for damage to clothing and other items of personal property, exclusive of automobiles, occurring during the course of their duties without fault or negligence of the employee. Monies from said fund shall be dispersed on a first-come, first-serve basis by mutual agreement of the Superintendent and President of the Association in each case.

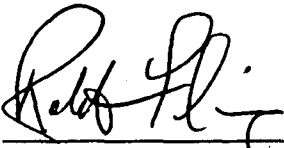
IN WITNESS WHEREOF, the parties hereunto set their hands and seals in

  
\_\_\_\_\_  
Susan Schwartz, President  
BOARD OF EDUCATION  
Merrick Union Free School District

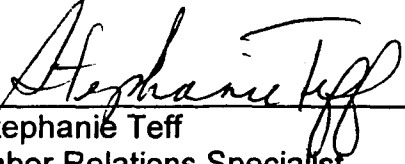
2/8/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dr. Ranier W. Melucci  
Superintendent of School  
Merrick Union Free School District

2/6/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Robert Fleming  
President  
Merrick Custodians Unit

1/25/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stephanie Teff  
Labor Relations Specialist  
CSEA Inc., Local 1000

2/6/06  
\_\_\_\_\_  
Date

## CUSTODIAL SALARIES 2005-2009

<b>CUSTODIANS/MAINTAINERS</b>				
	<b>3.50%</b>	<b>3.50%</b>	<b>3.25%</b>	<b>3.25%</b>
	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
Entry	36,599	37,901	39,152	40,444
1	37,199	38,501	39,752	41,044
2	38,131	39,466	40,749	42,073
3	39,083	40,451	41,766	43,123
4	40,062	41,464	42,812	44,203
5	41,062	42,499	43,880	45,306
6	42,087	43,560	44,976	46,438
7	43,141	44,651	46,102	47,600
8	44,215	45,763	47,250	48,786
9	45,326	46,912	48,437	50,011
10	46,460	48,086	49,649	51,263
11	47,621	49,288	50,890	52,544
12	48,811	50,519	52,161	53,856
13	50,031	51,782	53,465	55,203
14	51,247	53,041	54,765	56,545
15	52,417	54,252	56,015	57,835

<b>CLEANERS</b>				
	<b>3.50%</b>	<b>3.50%</b>	<b>3.25%</b>	<b>3.25%</b>
	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
Entry	31,294	32,410	33,483	34,591
1	31,894	33,010	34,083	35,191

<b>BUS DRIVERS</b>				
	<b>3.50%</b>	<b>3.50%</b>	<b>3.25%</b>	<b>3.25%</b>
	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
Entry	23,501	24,345	25,156	25,993
1	24,101	24,945	25,756	26,593
2	24,703	25,568	26,399	27,257
3	25,321	26,207	27,059	27,938
4	25,955	26,863	27,736	28,637
5	26,602	27,533	28,428	29,352
6	27,268	28,222	29,139	30,086
7	27,952	28,930	29,870	30,841
8	28,648	29,651	30,615	31,610
9	29,364	30,392	31,380	32,400
10	30,101	31,155	32,168	33,213

Head Custodians receive a stipend of \$3,000  
 Assistant Custodians-in-Charge receive a stipend of \$1,000  
 Maintainers hired after 7-1-90 shall receive a stipend of \$2000  
 Custodians assigned to fill in as bus drivers shall receive a stipend of \$500.