

INDEX

	<u>Page Number</u>
Recognition Clause	2
Grievance Procedures	3
Health Insurance	6
Dental Insurance	7
Jury Duty	7
Sick Leave	8
Bereavement	8
Personal Emergency Leave	8
Retirement	9
Workers' Compensation	9
Building Inspections	9
Conferences	10
Holidays	10
Hours of Work/Overtime	10
Salaries/Longevity	11
Uniforms	12
Vacations	12
Meetings	13
Terminal Leave	13
Dues Deduction	19
Tax Sheltered Annuities	19

This agreement made by and between the BOARD OF EDUCATION of the FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT, hereinafter referred to as "BOARD" and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000 AFSCME, AFL-CIO, Nassau Education Local 865, Franklin Square UFSD Custodial Unit hereby termed the "ASSOCIATION".

In order to effectuate the provisions of Article 14 of the Civil Service Law as written and as it may hereafter during the term of this agreement be amended and be in force, and to encourage and increase effective and harmonious relationships between the BOARD and the ASSOCIATION, the BOARD and the ASSOCIATION agree that all negotiable items have been discussed during the negotiations leading to this agreement, and, therefore, agree that, unless both parties agree in writing to re-open the agreement as to any item, negotiations will not be re-opened on any item, whether contained herein or not, during the life of this agreement.

I. RECOGNITION CLAUSE

The BOARD, having determined that membership in the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, is supported by a majority of its employees currently employed in the following categories, hereby recognizes the said ASSOCIATION as the sole bargaining agent for the categories of employees as follows: custodians, cleaners.

The BOARD hereby grants to the CIVIL SERVICE EMPLOYEES ASSOCIATION, INCORPORATED, Local 1000, hereinafter called the ASSOCIATION, unchallenged representation status until seven months prior to the expiration of this written agreement in accordance with Section 208 (2) of the Civil Service Law. This agreement shall cover the fiscal years of the employer July 1, 2009 through June 30, 2013.

The ASSOCIATION agrees not to engage in, cause, instigate, encourage or condone a strike.

On or about December 1, 2012, representatives of the ASSOCIATION and representatives of the BOARD shall enter into negotiations for the following school year. Neither party in any negotiations shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or outside of the school district.

If such an agreement is not reached at least sixty (60) days prior to the next budget submission date, an impasse may be deemed to exist. Either party may request the services of the Public Employment Relations Board as prescribed by Article 14 of the Civil Service Law

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.

II. GRIEVANCE PROCEDURES

A. Basic Principles

1. All Civil Service employees shall have the right and opportunity to present to their immediate supervisor and to the other administrators indicated in the following procedures, any grievance relating to their assignment or conditions of employment without fear of coercion, discrimination, or reprisal.

2. All Civil Service employees shall have the right to be represented, if they so desire, at the written stage of the grievance procedure by a person of their choice.

3. It is understood and agreed that the complainant may, at any stage, withdraw his/her grievance. This should be done in writing.

4. It is understood and agreed that should any supervisor or administrator not comply with the time limitations set forth herein for making a decision, unless both parties agree to a delay, the complainant may automatically proceed to the next stage.

5. It is also understood that, if the Civil Service employee does not present his/her grievance within ten school days of the occurrence of the conduct complained of, or if the employee does not comply with the time limitations set forth at all stages, the grievance shall be deemed to be waived or satisfied.

B. Definitions

1. "Civil Service Employee" shall mean any member represented by Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Franklin Square U.F.S.D. Employees (custodial unit).

2. The term "Board of Education" means duly elected trustees of the Franklin Square Union Free School District.

3. "Grievance" means any alleged violation, misinterpretation, or inequitable application of this agreement. It excludes any matter involving disciplinary proceedings, termination of employment, compensation, retirement benefits or any matter which is

otherwise reviewable pursuant to law, Civil Service Regulations, or any rules or regulations having the force and effect of law.

4. "Complainant" means any Civil Service Employee (as defined above) who presents an alleged grievance.

5. "Policy" means any rules, procedures, regulations, administrative orders or work rules affecting Civil Service employees.

6. Saturdays, Sundays and holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure, except where the term "calendar days" is used.

7. "Immediate supervisor" means the person to whom the complainant is immediately answerable in the chain of commands, e.g., the Head Custodian in the school building.

C. Procedures for Individual Grievance

1. First Stage - Informal Presentation

a. A Civil Service employee who claims to have a grievance shall make an appointment to present the facts of the grievance and the relief desired to his/her immediate supervisor, orally, in a genuine effort to remedy this situation, within ten days after the alleged grievance occurs. The immediate supervisor shall make himself/herself available to the complainant for the latter's oral presentation at the requested appointment.

b. The immediate supervisor shall discuss the grievance with the employee and shall make such investigation and consult with such other employees and members of the staff as he/she deems appropriate.

c. The supervisor shall orally advise the complainant of his/her decision within seven days after the grievance has been presented.

2. Second Stage - Written Statement

a. If the complainant is not satisfied with the decision, the complainant, within five days thereafter, shall request a review and determination of his/her grievance by the Building Principal or other person designated by the Superintendent of Schools. Such request shall be in writing (three copies) and shall specify in detail the grievance and relief sought. One copy shall be given to the Building Principal or other person designated by the Superintendent of Schools, one copy to the immediate supervisor, and one copy retained by the complainant, Thereupon, and within five days after receiving

such request, the immediate supervisor of the complainant shall submit to the Building Principal or Superintendent of School's designee, a written statement concerning the facts of the grievance and his/her recommendations for resolution of the grievance.

b. Within five days of receipt of the immediate supervisor's statement, the Building Principal or Superintendent of Schools' designee, shall make his/her decision in writing, including fact findings, conclusions and recommendations and shall give a copy of this to the complainant.

3. Third Stage

a. If the complainant is not satisfied with the decision at stage two, the complainant may within seven days after receiving the written decision, request in writing a review and determination of his/her grievance by the Superintendent of Schools, setting forth in detail the respects in which the said decision is in error or improper and giving a copy to the Building Principal or the Superintendent of School's designee who made the decision in stage two. Thereupon, and within five days after receiving such request, the latter shall submit to the Superintendent of Schools a written statement of his/her report and reply and the facts relating to it.

b. Complainant shall make himself/herself available for any personal discussion with the Superintendent of Schools.

c. The Superintendent of Schools shall notify the complainant within ten days, in writing, of his/her decision.

4. Fourth Stage

a. If the complainant is not satisfied with the decision rendered by the Superintendent of Schools, the complainant may, within ten days thereafter, request in writing a review and determination of his/her grievance by the Board of Education. This written request shall be delivered to the District Clerk and shall specify the basis or reasons for his/her dissatisfaction with the Superintendent of School's decision and the relief sought. A copy of the request shall be given simultaneously to the Superintendent of Schools by the complainant.

b. The Board, within one month of receipt of the appeal, shall fix a date and place for a meeting at which time the complainant may present oral and written statements in support of the complainant's position. At the option of the Board, the meeting may be held before the Board, a committee of the Board, or the School Attorney.

c. Such meeting shall be fixed at a date not more than twenty, and not less

than ten days, from the date of mailing of the notice thereof.

d. The Board, its committee, or the School Attorney, shall render a decision in writing within twenty days after the meeting, or any final adjournment or extension thereof, which decision shall be final. The decision shall be made a record of the Board, with a copy furnished to the complainant or his/her representative.

III. HEALTH INSURANCE

The Board agrees to participate in all of the options of the New York State Empire Health Insurance Plan Core Plus Enhancements.

Effective July 1, 2009, the Board agrees to pay eighty-three percent (83%) of the cost of the Empire Plan Core Plus Enhancements for individual, dependent and family coverage, or the same amount of money toward the payment of any other options if the member chooses such other options.

Effective July 1, 2010, the Board agrees to pay eighty-two percent (82%) of the cost of the Empire Plan Core Plus Enhancements for individual, dependent and family coverage, or the same amount of money toward the payment of any other options if the member chooses such other options.

Effective July 1, 2011, the Board agrees to pay eighty-one percent (81%) of the cost of the Empire Plan Core Plus Enhancements for individual, dependent and family coverage, or the same amount of money toward the payment of any other options if the member chooses such other options.

Effective July 1, 2012, the Board agrees to pay eighty percent (80%) of the cost of the Empire Plan Core Plus Enhancements for individual, dependent and family coverage, or the same amount of money toward the payment of any other options if the member chooses such other options.

The Board agrees to extend its current practice of providing 83% health benefits for individual and family coverage through June 30, 2010 to persons who retire during the year of the contract (July 1, 2009 to June 30, 2010).

The Board agrees to extend its current practice of providing 82% health benefits for individual and family coverage through June 30, 2011 to persons who retire during the years of the contract (July 1, 2010 to June 30, 2011).

The Board agrees to extend its current practice of providing 81% health benefits for individual and family coverage through June 30, 2012 to persons who retire during the years of the contract (July 1, 2011 to June 30, 2012).

The Board agrees to extend its current practice of providing 80% health benefits for individual and family coverage through June 30, 2013 to persons who retire during the years of the contract (July 1, 2012 to June 30, 2013).

The District shall have the option to change health insurance carriers providing all benefits of the new carrier are equal to or better than the benefits being provided at the time of such proposed change.

As a prerequisite to receiving health insurance, each employee hired subsequent to July 1, 2005 and his/her dependents must submit satisfactory proof that health insurance, equal to or better than that offered by the District, is not available to the employee and/or his/her dependents from any other source.

There shall be an open window period when an employee who declined coverage because he/she was previously covered by some other health insurance source may be reinstated, and be eligible for the same coverage and status that would have been in effect if the employee had not waived coverage provided such employee remains uncovered for at least twelve (12) months. The open window period shall begin on the first day following the ending of the twelve (12) month period of non-coverage and continue for sixty (60) calendar days thereafter.

New employees will not be eligible for health insurance coverage until they have been employed by the Franklin Square Union Free School District for six (6) full months. However, employees will be permitted to purchase, at their own expense, coverage for the first six months. Health insurance coverage, paid by the District, for new employees will commence on the first day of their seventh month of employment. The employee's right to elect non-coverage under this paragraph shall expire and have no effect as of the expiration date of this Agreement, unless specifically inserted in a new and further Agreement between the parties.

IV. DENTAL INSURANCE

Effective July 1, 2009, the Board shall pay annually the sum of \$575 towards each employees dental services which will be deemed an employee self-insured plan.

V. JURY DUTY

1. Any employee shall be excused without loss of pay or other benefits while serving as a juror.
2. Absence for the purpose stipulated in "1" shall not be charged against sick or personal leave.
3. All remuneration received by an employee for service as provided in "1" hereof shall be paid over to the Board within five (5) days after the same shall have been received.

VI. SICK LEAVE

1. Absence from duty because of personal illness shall be excused with full pay on the basis of the following:
 - a. Twelve (12) days per year for an employee who has served less than three (3) years.
 - b. Fifteen (15) days per year for an employee who has served more than three (3) years.
2. Unused sick leave will be cumulative indefinitely for those employed prior to July 1, 2001. For those hired after July 1, 2001, sick leave will be accumulated to a maximum of 150 days.
3. For extended illness or injury beyond accumulated sick leave, an employee of this District, upon the recommendation of the Superintendent of Schools and the approval of the Board, shall be paid at a salary and for a period of time to be determined by the Board.
4. Employees shall have maternity and paternity related leave as may be authorized pursuant to the Family and Medical Leave Act.

VII. BEREAVEMENT

Employees may receive up to four days bereavement leave for the death of an immediate family member: parents, spouse, children, grandparent, grandchild, step-child or domestic partner. Employees may receive up to one day bereavement leave for other related parties defined as mother in-law, father in-law, sister in-law, brother in-law, aunt, uncles or cousin.

VIII. PERSONAL EMERGENCY LEAVE

1. Requests for Personal Emergency Leave must state the specific reason for the request, and must have the advance approval of the Superintendent of Schools.
2. Absence from duty so approved because of personal emergencies shall be excused with full pay for a period of three (3) days per year. Unused personal emergency leave will not be converted to sick leave at the end of each school year.
3. Additional days beyond the three (3) allowed may be charged against the employee's accumulated sick leave for just and urgent reasons when approved by the Superintendent of Schools.
4. Personal leave for any other reasons may be granted at the discretion of the Superintendent of Schools.
5. Employees utilizing no Personal Emergency Leave Days during the school year will be compensated at an annual rate of \$200, to be paid at year's end.

IX. RETIREMENT

The BOARD shall continue to grant the members of the ASSOCIATION the benefits of the 1/50 non-contributory New York State Employees Retirement Plan retroactive to 1938. The District shall provide retirement coverage in the State Employees Retirement System for "plan known as 75-g".

X. WORKERS' COMPENSATION

Employees absent because of injury arising out of and in the course of employment shall be granted and charged against sick leave with full pay which shall not exceed accumulated sick leave. Money received by an employee as Workers' Compensation shall be reimbursed to the District, not exceeding his/her salary during the period of absence from work, and the money shall be converted into unused days of sick leave and added to accumulated sick leave.

XI. BUILDING INSPECTIONS

Each building shall be inspected on a regular basis: on holidays, Saturdays and Sundays, and when school is closed. Each building shall be inspected prior to noon on such days by a custodian/cleaner assigned by the Head Custodian of such building or by

the Head Custodian himself. All custodians/cleaners must be available for such assignment.

Up to two hours overtime will be paid for Saturday building inspection, as needed. One hour overtime will be paid for Sunday building inspection. One hour overtime will be paid for building inspection on other days – except when there is a refuse pickup in which instance the overtime will increase to two hours. Additional overtime beyond two hours on Saturday or one hour on Sunday and holidays must be approved by the Supervisor, Principal, or Assistant Superintendent for Finance prior to service.

XII. CONFERENCES

An employee may attend a conference on recommendation of his/her immediate supervisor and building principal, and on approval of the Superintendent of Schools.

XIII. EMPLOYEE ADVANCEMENT

Cleaner employees will be encouraged to qualify and apply for advancement to Custodial positions. Advancements will only be awarded to employees who qualify under Civil Service requirements and who receive the recommendation of the Superintendent of Schools.

XIV. HOLIDAYS

There shall be seventeen (17) paid holidays each school year. The ASSOCIATION shall recommend specific dates to the Superintendent of Schools on or before May 30th of the previous school year for his/her approval.

XV. HOURS OF WORK AND OVERTIME

1. Full time custodians and full time cleaners shall work eight hours a day when working the day shift and seven hours a day when working the evening shift. A member of this unit will be assigned on a permanent basis to the evening shift.
2. Full time custodians and full time cleaners shall work seven hours a day when school is not in session.
3. All work performed on Saturdays shall be paid at the rate of time and one-half.

4. All work performed on Sundays and Holidays shall be paid at the rate of double time.
5. On snow removal days, all full time custodians & all full time cleaners who report for duty shall be paid at the rate of time and one-half.
6. On snow removal days, any part time custodians or part time cleaners that are directed to report to school will be paid at the regular rate – not time and one-half.

Work beyond the foregoing shall constitute overtime and be paid for at 1-1/2 times regular salary.

Custodians, cleaners, and maintenance personnel employed on or after July 1, 1972 shall have their shift established by their immediate supervisor with the approval of the Superintendent of Schools.

During summer, spring, holiday, and winter vacations/recesses, each entire building shall have the option to reduce the lunch hour from one hour to one-half hour, and on such days the employee's work day shall end one-half hour earlier.

7. Licensed Professional Services Overtime Compensation:

Licensed professional compensation for overtime work: Special Licenses and Certificates

i. Tuition Reimbursement: The District agrees to reimburse employee for 50% of the cost to receive a license or certificate up to a maximum of \$2000 in any school year for District approved licensing and certificates, such as plumbing licensing, electrical licensing, field maintenance certificated, and locksmith certificated. The employee agrees to remain employed in the District for three years following District's reimbursement of costs. If an employee ceases employment with the District prior to the expiration of the three year commitment, the employee must repay the District the amount of such reimbursement. If an employee elects to forego reimbursement and secures with District's prior approval for such licensing or certificates, the District agrees to pay the employee double time for such specialized licensed or certificated overtime work immediately following presentation of proof of a license or certificate in their certificated/licensed area. The employee shall not receive any overtime compensation for any work performed in their certificated/ licensed area during the initial three year period following employee receiving such license/certificate if the District partially reimburses employee for tuition and licensing costs.

ii. Rate of Pay for Work as Certificated/Licensed Professional: The District agrees to pay employees double time for any overtime work performed in their certificated/licensed area subsequent to the three year period described in Paragraph 7(i).

XVI. SALARIES/LONGEVITY/OVERTIME

Salaries shall be fixed by the BOARD for the years July 1, 2009 through June 30, 2013 as follows:

- a. Starting Salaries for full-time employees for the years July 1, 2009 through June 30, 2013 shall be the following amounts:

Cleaners	\$25,000
Custodians	\$35,000

- b. Annual Salary Increases:

A base salary rounded to the nearest \$100 increment shall be established and Annual Salary Increases for each full-time custodian and full-time cleaner covered under the terms of this agreement, shall be as follows:

Effective July 1, 2009	\$2,000
Effective July 1, 2010	\$1,400
Effective July 1, 2011	\$1,400
Effective July 1, 2012	\$1,400

- c. Longevity increases will be awarded as follows:

5 years of service:	\$600.00
10 years of service:	\$600.00
15 years of service;	\$500.00
20 years of service:	\$500.00
25 years of service:	\$500.00

Longevity increases are to become part of employee's salary.

- d. Shift Differential: The evening supervisor will receive a salary differential of \$1500.00, and he/she will be required to work the evening shift.

- e. Second in Command: When the Head Custodian is not present for less than five hours of the day, the Second in Command has the opportunity to claim the time he acted in the lead position as compensatory time within 30 days from such date, subject to supervisory approval. When the Head Custodian is not present for five hours or more the Second in Command will receive a daily rate of \$44.

XVII. UNIFORMS

The BOARD shall provide three (3) uniforms per year for each custodian, full time cleaner—or shall provide an option of selecting boots, jackets or snow gear—not to exceed the cost of three uniforms. The BOARD shall provide one (1) winter jacket to each full time cleaner and custodian. The BOARD shall provide three sets of rain gear per building.

XVIII. VACATIONS

All full time employees shall be entitled to vacations with pay during each 12 month period of full time employment as follows:

1. One (1) day for each full month during the first school year of employment, not to exceed ten (10) days.

2. Ten (10) days for an employee who has served continuously for at least one (1) year and less than four (4) full years:

Completed 4 years	11 days vacations
Completed 5 years	12 days vacation
Completed 6 years	13 days vacation
Completed 7 years	14 days vacation
Completed 8 years	15 days vacation
Completed 9 years	16 days vacation
Completed 10 years	17 days vacation
Completed 11 years	18 days vacation
Completed 12 years	19 days vacation
Completed 13 years	20 days vacation

3. Vacations shall be taken during a time to be determined by the immediate supervisor and approved by the Superintendent of Schools.

4. Employees who accumulate vacation leave shall be eligible to sell back up to ten (10) days of vacation leave per year, at the current rate of pay.

5. Vacations may not be taken during the two weeks prior to the opening of school, the first week of a school year, and the last week of a school year.

6. Vacation approvals will be limited to one per job title per building on the same

day.

7. Whenever possible, vacation requests will be scheduled in advance.

XIX. MEETINGS

Twice a year, if necessary, the Superintendent of Schools shall meet with representatives of the ASSOCIATION for purposes of discussing matters of mutual concern and interest, provided the ASSOCIATION shall submit to the Superintendent of Schools, sufficiently in advance of the meeting, and agenda specifying the items the ASSOCIATION wishes to discuss.

XX. TERMINAL LEAVE

During the final year of service, employees shall, upon duly executed application, receive additional salary at retirement, on the basis of one (1) day's pay for each three (3) days of accumulated and unused sick leave at the rate of pay hereinafter set forth.

Compensation shall be on the basis of 1/240 of the employee's final year's contract salary times 1/3 of the number of accrued unused sick leave days at the rate of pay prevailing during the last school year of actual service.

For employees hired prior to July 1, 2001, terminal leave pay will remain unchanged. For employees hired after July 1, 2001, the terminal leave pay will be on the basis of 1/240 of the employee's final year salary times 1/3 of the number of accrued unused sick leave days, not to exceed 150 accumulated days, at the rate of pay prevailing during the last school year of actual service.

Any employee retiring shall give three (3) months written notice of same to the Superintendent of Schools, except in the event of an emergency.

For unit employees hired on or after July 1, 2005, there will be no terminal leave compensation provided.

(D) 403-B PROVISION

IRC SECTION 403-B ANNUITY PLAN

1. District shall establish for the term of this Agreement and expiring June 30, 2013, an IRC Section 403(b) Annuity Plan for employees for terminal leave (retirement) payments for accrued sick leave (*annual leave-Article "XX" herein*)

to be deposited therein on behalf of each retiring employee, as a non-elective employer contribution. Each Association member shall consent in writing to the designation of the specific Annuity Plan and fund to which all of the employee's annual contributions, if any, and terminal leave (retirement) payments for accrued sick leave are to be deposited. The form of the IRC Section 403-b Annuity Plan for employees shall be subject to District's requirements, Federal and State Regulations and the provisions of the Contract(s) between the District and its Third Party Administrator, and District shall have no responsibility, nor liability, for any losses resulting from the establishment and maintenance of the Annuity Plan, or for monetary losses incurred by employees as a result of investments in such Annuity Plan.

2. Employer contributions shall be deposited into the 403(b) Plan Account selected by employee to receive Employer contributions, provided such Plan Account will accept Employer Non-elective Contributions and the Plan Account has entered into a Hold Harmless Agreement with Employer in a form acceptable to Employer and in accordance with the provisions of Section 403(b) of the United States Internal Revenue Code of 1986, as amended ("Code") which permits the making of participant elective deferrals and employer non-elective contributions.
- (3) The provisions of this 403-b Article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the union and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- (4) The provisions of this 403-b Article shall further be subject to the approval of the 403(b) Provider, which shall review the provisions of this item solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*.
- (5) Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. However, provided the Employer has not submitted inaccurate information to the 403(b) Provider, the Employer shall not be responsible for any adverse income tax consequences, interest or penalties imposed by taxing authorities should such taxing authorities determine that either the 403-b Plan established pursuant to the provisions of this item does not qualify as an IRC 403-b Plan or that the Provider's Plan does not satisfy the requirements of IRC 403-b.

(6) All contributions due under this provision are subject to the contribution limitations outlined in this Collective Bargaining Agreement.

(7) Duration:

(a) The provisions of this Article "XX" shall be subject to the June 30, 2013 expiration date of this Collective Bargaining Agreement, on which date the provisions of this Article shall expire (sunset) and be of no further force and effect, and not be subject to *Civil Service Law* §209-a(1)(e).

XXI. DUES DEDUCTION

The BOARD agrees to deduct from the salaries of its employees dues and insurance premiums for the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. as said employees individually and voluntarily authorize the BOARD to deduct and to transmit such monies to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York. Employee authorizations shall be in writing and in a manner consistent with Section 9-3B of the Municipal Law, Chapter 392 of the Laws of 1967.

Dues Deduction shall be made uniformly and consistently.

Any custodial employee shall have the right to payroll deduction of his membership dues and insurance premiums as provided for under Chapter 392 of the Laws of 1967.

If an employee chooses to revoke his or her payroll deduction authority it shall be done in writing and be received by the Assistant Superintendent for Business at least five (5) working days prior to the payroll date on which said deduction is said to become effective. If the employee then changes his or her mind and signs another new payroll deduction card, he or she shall be afforded the payroll deduction right. Such changes must be presented to the Assistant Superintendent for Business, in writing, at least five (5) days prior to the payroll date on which said change becomes effective.

The ASSOCIATION assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized representative.

Such deductions shall take effect as soon as is practical after the approval of the Memorandum of Agreement.

XXII. TAX SHELTERED ANNUITIES

Members will be offered the option of having money withheld from their regular

paychecks to contribute to a District approved annuity plan. The employee will be solely responsible for the annuity contribution.

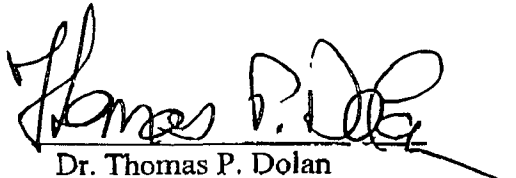
XXIII. PAYROLL DEDUCTIONS

The District agrees to allow payroll deduction for programs sponsored by the bargaining unit as long as the deductions cause minimal impact to the Districts payroll process as determined by District.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives the day and year noted below.

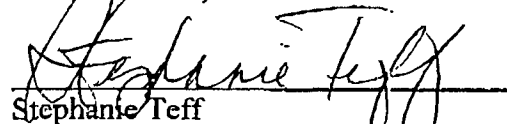
Dated: ^{June} ~~March~~ 10, 2009

**FRANKLIN SQUARE UNION
FREE SCHOOL DISTRICT**



Dr. Thomas P. Dolan
Superintendent of Schools

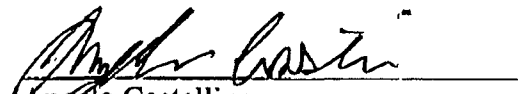
**CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.**

(Local 1000, AFSCME, AFL-CIO
Custodial Unit)


Stephanie Teff
Labor Relations Specialist

**BOARD OF EDUCATION
FRANKLIN SQUARE UNION
FREE SCHOOL DISTRICT**


Mr. Joseph Armocida, President


Angelo Castellino
Unit President