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ARTICLE I

PRE-CONDITIONARY PROCEDURE

1. The Superintendent of Schools, U.F.S.D. No. 17, Town of Oyster Bay, Nassau County, New York, as the chief executive officer of said district under the government of the BOARD, pursuant to Section 201 of the Civil Service Law, paragraph 13, shall execute this agreement on its behalf as the public employer, SUBJECT to its formal approval by the BOARD thereafter.
2. The BOARD shall signify its approval of this agreement by appropriate resolution adopted by it and by a certification of such adoption endorsed upon an original copy hereof.

ARTICLE II

RECOGNITIONS - REPRESENTATIONS

1. The BOARD hereby recognizes the ASSOCIATION as the exclusive representative of the BUILDINGS AND GROUNDS personnel employed by the BOARD, pursuant to Section 204 and 207 of the Civil Service Law (the Public Employees' Fair Employment Act).
 - a. including all purposes prescribed in said Section 204, and
 - b. the extension to the ASSOCIATION of all rights prescribed in Section 208 to unchallenged representation of the described public employees.
2. The ASSOCIATION agrees, individually and on behalf of its members, to comply with the terms, conditions and provisions of Section 210 of the Civil Service Law, as part of the Public Employees' Fair Employment Act, and as such Section prohibits strikes by public employees.
3. Pursuant to the provisions of Section 204-a of the aforescribed Civil Service Law, it is expressly provided:

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

4. Dues Deduction:
 - a. The BOARD agrees to the deduction of a uniform amount from the salaries of members of the ASSOCIATION for dues for the ASSOCIATION, as said members individually and voluntarily authorize the BOARD to deduct, and to transmit the monies to the treasurer of the ASSOCIATION, at 143 Washington Avenue, Albany, NY 12224.
 - b. Deductions referred to above shall be made in equal installments from the first twenty (20) paychecks for ten-month employees and twenty-four (24) paychecks for twelve month employees starting with the first paycheck in September. The ASSOCIATION shall provide the BOARD with copies of the original signed dues authorization forms of those employees who have voluntarily authorized the BOARD to deduct dues for the ASSOCIATION, and provide the BOARD with a certification in writing of the rate of its membership dues for the ensuing school year. The ASSOCIATION agrees not to change the deduction rate nor the total amount of dues deducted more than once during the course of a school year.

- c. The ASSOCIATION shall indemnify and save the BOARD harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the BOARD for the purpose of complying with any of the provisions of this Article.
- d. **Agency Fee**
 - i. The District shall notify all employees who are currently on the payroll within the title covered by this Agreement that those employees who are not members of the Union shall have deducted from their salary an agency fee.
 - ii. Every employee appointed after the effective date of this provision who does not join the Union at the time of appointment shall have an agency fee deducted. If the employee joins the Union, such agency fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction should be discontinued.
 - iii. An employee who terminates Union membership shall have deducted from his/her salary an agency fee. Such agency fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.
 - iv. The agency fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the School District, and, except as referred to in this Article, shall be deducted in accordance with the same rules and procedures currently employed by the District in connection with the authorized dues deduction. The Union shall certify to the School District the appropriate amount of rate for the agency fee deduction.
 - v. Changes in the amount of any agency fee deduction shall be effective at the same times as is the practice with change in membership dues deductions. Request for changes in the rate of dues deductions shall be deemed to be a request for a change in the agency fee.
 - vi. Upon receipt by the School District of notice of change in the amount of the agency fee deductions, employees having the agency fee deducted shall be notified, in writing, by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the Union.
 - vii. The Union shall refund to the employees any agency fees wrongfully deducted and transmitted to the union.
 - viii. No assessments of any kind or nature will be collected through the agency fee deduction.
 - ix. The District shall not be liable in the operation of the agency fee deduction for any mistake or error of judgment or any other act of omission or commission, and the Union agrees for itself, its successors and assigns, to at all times indemnify the District and/or the Board of Education against all liability and losses and damages of any nature whatsoever that the District and/or the Board of Education shall or may at any time sustain or be put to by reason of the inclusion of the above Agency Fee Article in the collective bargaining agreement between the Union and the District.

- x. The Union affirms that it will establish and will maintain a procedure which provides for the refund as provided by law. The maintenance of such a procedure is a condition for the continuance of the agency fee.

ARTICLE III

GRIEVANCES

1. A GRIEVANCE shall be construed as a complaint by one or more employees, of a violation, misapplication or misinterpretation of this agreement or of the personnel policies of the BOARD. However, it is expressly understood and agreed that a dismissal shall not in of itself constitute, or be the basis of, a grievance.
2. An "aggrieved person" is an employee or employees making a complaint.
3. The aggrieved person shall pursue the Grievance Procedure prescribed in Appendix "A" attached hereto.

ARTICLE IV

WORKING CONDITIONS

1. The normal work week shall be forty (40) hours of work per week attained on five (5) consecutive days, each day of eight (8) consecutive hours, Monday through Friday, or Tuesday through Saturday. During the employee's work shift, he/she shall be entitled to one half hour paid lunch; with the exception stated below in 1.a.
 - a. The hours comprising an employee's day shift shall be established by the District, with ½ hour lunch on each shift, with the exception that from the day of the shift change at the end of June to the day of the shift change in September, the normal work week shall be 35 hours per week attained on 5 consecutive days, each day consisting of 7 consecutive hours plus ½ hour for lunch.
 - b. The hours comprising an employee's night shift shall be established by the District, with ½ hour allowed for supper on each shift. There shall be a night monetary differential of \$450.00 for those employees performing the major portion of their shift duties after 6:00 p.m.
 - c. Employees will have the right, upon request, to review the contents of their personnel files except letters of recommendation from persons outside the District. An employee shall be entitled to have a representative of the ASSOCIATION accompany him or her during such review. Further, employees shall be given access to all derogatory materials that are to be placed in such personnel files and shall be allowed to insert a written statement of explanation or rebuttal to any derogatory material placed therein.
 - d. The assignment of personnel to the various shifts shall be made by the Director of School Facilities and Operations, or by his designee. Seniority will be considered when qualified, i.e., in title. Prior to transfer of shifts, administration will provide two (2) workdays notice thereof.
2. Holidays shall be granted to full-time annual-salaried employees in accordance with the calendar attached hereto and designated as Appendix "B".

- a. In order for employees to secure holiday pay, such employees shall be required to work on the last working day immediately preceding the holiday, and to return to work on the first working day immediately following said holiday, excepting however that in the event of unavoidable absence on either day proof justifying such absence shall be produced satisfactory to the Assistant Superintendent for Personnel or his/her designee in order to secure the waiver of the foregoing conditions.
 - b. Days on which conferences are scheduled by the Superintendent for teachers or other District personnel shall be considered as regular employment days for Buildings and Grounds employees.
3. Overtime work shall be considered as work performed before or after the employee's normally scheduled work shift and shall be compensated for at the rate of one and one half (1 1/2) times the applicable hourly rate as apportioned except as provided in paragraph 5c of this Article.
- a. In the event that in an emergency an employee is called upon and agrees to perform extra work not consecutive to his regular work schedule, said employee shall be entitled to time and one-half (1 1/2) pay for no less than four (4) hours to achieve the special duty.
 - b. Notwithstanding the foregoing subparagraph "a", it is expressly understood that certain designated position personnel may be especially needed in and under emergency conditions, such as snow emergencies, but not limited thereto; it being hereby acknowledged that the presence of such personnel is, or may be, necessary to maintain plant equipment and to prevent the impairment of the same.
 - i. Accordingly, when the School District shall close its schools during, or by reason of such conditions, the said designated personnel scheduled for work on said emergency day or days, shall report for duty notwithstanding the closing of the school.
 - ii. As special compensation for getting to work under the described conditions said designated personnel shall be paid at the rate of time and one-half of their regular salary scale, for their actual services during the emergency period, plus their regular pay.
 - iii. Those unable to report for work on said emergency day or days, shall immediately communicate such fact to the office of the Director of School Facilities and Operations so as to be available for any emergency pick-up where possible. Failure on the part of any employee to so notify, or to be available for pick-up, shall be construed as justification for the forfeiture of a regular day's pay otherwise payable to a non-designated employee.
 - iv. Whenever an emergency snow condition shall be declared by the Superintendent of Schools, and the schools shall be closed for pupils and teachers, all Buildings and Grounds personnel shall be excused from reporting, EXCEPT as herein provided for certain designated personnel, and said employees shall receive their regular rate of pay.
 - c. If an employee shall be called upon to perform emergency work on a Sunday, he shall be paid double time for not less than four (4) hours EXCEPTING however, that services rendered during an emergency while the employee is on a regular schedule assignment for that day shall be subject to the prescribed Sunday compensation, i.e., one and one-half (1 1/2) time.
4. Salary schedules shall be in accordance with the attached Schedule for Employees, designated Appendix "C".

- a. Employees hired after October 9, 1980, may be hired at \$500 less than Step One of the Salary Schedule, and be placed on Step One after six (6) months of continuous employment in the District.
5. OVERTIME shall be rotated among regular full-time employees with the buildings or school affected, UNLESS a shortage shall exist among such employees in which event the Director of School Facilities and Operations shall be entitled to seek volunteers from regular full-time employees at other buildings or departments.
- a. Such overtime employment by employees so volunteering, shall not affect their rotation priorities within their own schools or departments.
 - b. When overtime work is required within a building, it will be assigned among the employees within the building within the classification involved on a rotating basis, beginning with the most senior persons available in the classification and progressing to the least senior employee in the classification. After unsuccessfully attempting to assign overtime to employees within the building involved, the district may assign the overtime to any other employee within the district without regard to seniority.
 - c. Employees not reporting to work on a Friday will not be eligible for overtime work for that weekend or until said employee's next regularly scheduled workday.
- Employees who are absent during other days of the week due to personal illness must provide the Superintendent of Facilities and Operations with a doctor's note for said absence before being eligible for overtime work that week or weekend.
- Employees with an excused verifiable absence (i.e., doctor's note), will not lose their place on the rotational overtime list because of such absence.
- Employees who work additional hours in any given workday, and whose total hours for that week are less than forty (40) hours because of an unexcused absence, shall receive only regular pay for those hours worked.
6. Whenever an employee shall work on a holiday, the benefit of which he and fellow employees would secure, such working employee shall receive time and one-half in addition to the holiday (pay).
7. NIGHT DIFFERENTIAL pay on a shift period continuing past 6:00 p.m. shall be paid whenever the work time AFTER 6:00 p.m. exceeds the work time BEFORE 6:00 p.m. (See Article IV Section 1.d.)
8. No employee shall be required to be alone in any building or working area. Working personnel shall be shifted in order to afford an added adult in the event an adult in addition to an employee covered by this agreement shall not be available.
9. Lockers shall be provided where required for employees working in various buildings.
10. LAY-OFF shall be effectuated;
- a. In the REVERSE order of seniority within the title of custodial and grounds personnel.
 - b. According to particular skills required to be retained and maintained, within the maintenance titles, subject to the provisions of the Civil Service Law.
 - c. Without special seniority consideration for remaining classifications or titles.

Employees in the labor class hired prior to January 1, 2003, shall be afforded the protection of Section 75 of the Civil Service Law after completion of five (5) years of continuous service in the District.

ARTICLE V

ABSENCES - SICK LEAVE

1. SICK LEAVE shall be credited to continuous full-time salaried employees hired on or before June 30, 1982, according to the following schedule:
 - a. Employees with less than two (2) months continuous employment shall NOT be entitled to any sick leave.
 - b. Employees, following two (2) months continuous full employment shall receive one full day of sick leave for each full month's employment AFTER said first two (2) months being FIRST deducted, for a maximum of ten (10) days for the first year of employment.
 - c. After completion, by such regular full-year employees, of the FIRST such year of such employment, each such employee shall be credited with the aforescribed said ten (10) days, as of July 1st, the start of the School Year. THEREAFTER, upon his completion of one or more further years of such employment, he shall be credited, as of July 1st, with an additional twelve (12) sick days for the second year and a like number of days for each such completed year thereafter.
 - d. TEN-MONTH FULL-TIME regular and continuous-salaried EMPLOYEES shall be subject to the condition of completion of two (2) months of employment BEFORE the right to receive the benefit of sick leave as hereinabove provided. Such employees shall be entitled to be credited with one (1) day per month of full employment thereafter, to a maximum of eight (8) days for the first year of such employment, as of July 1st, the start of the School Year. AFTER the completion of one full year of such employment (based upon said ten (10) month employment), each such employee shall be credited as of July 1st, the start of the School Year, with ten (10) days' sick leave for the second and each successive year of such completed employment, as of July 1st.
 - e. Such leave shall be cumulative, to a maximum of 180 days.
 - f. After three (3) days' continuous absence due to sick leave, it is mandatory that an employee furnish, upon return to work, a statement from a physician indicating the reason for the absence and the fitness of the employee to return to work.
 - g. The employee, or his family, shall notify the Director of School Facilities and Operations, or his designee, of any illness and the period of prospective absence by reason thereof, at least two (2) hours BEFORE the start of work so as to afford an opportunity to secure a substitute or replacement. The expected period of absence and the time of return to work shall be then specified. Similar notification shall be given in the event of any prospective extended period beyond the period previously given.
 - h. A statement as to the status of sick leave shall be furnished upon request by any individual employee.
 - i. If an employee is absent due to illness and a snow emergency is declared which coincides with any of such days of absence, said employee shall be charged with a sick day or days for the snowday or days declared. If the employee is on vacation or holiday and a snow emergency is declared which coincides with any of the vacation days or holidays, the vacation or holiday of said employee shall not be enlarged due to the declaring of said snow day or days.

2. Sick leave shall be credited to continuous full-time salaried employees hired on or after July 1, 1982, according to the following schedule.
 - a. Each twelve-month full-time regular and continuous-salaried employee shall be entitled to twelve (12) days a year of sick leave, earned at the rate of one (1) day per month. For their first year of service in the district, employees shall be entitled to ten (10) days of sick leave earned at the rate of five-sixths of a day per month of service.
 - b. TEN-MONTH FULL-TIME regular and continuous-salaried employees shall be entitled to ten (10) days a year of sick leave earned at the rate of (1) day per month of employment (based upon said ten (10) month employment). For their first year of service in the district, employees shall be entitled to eight (8) days of sick leave earned at the rate of four-fifths of a day per month of service.
 - c. Such leave shall be cumulative, to a maximum of 180 days.
 - d. After three (3) days' continuous absence due to sick leave, it is mandatory that an employee furnish, upon return to work, a statement from a Physician indicating the reason for the absence and the fitness of the employee to return to work.
 - e. The employee, or his family, shall notify the Director of School Facilities and Operations, or his designee, of any illness and the period of prospective absence by reason thereof, at least two (2) hours BEFORE the start of work so as to afford an opportunity to secure a substitute or replacement. The expected period of absence and the time of return to work shall be then specified. Similar notification shall be given in the event of any prospective extended period beyond the period previously given.
 - f. A statement as to the status of sick leave shall be furnished upon request by any individual employee.
 - g. If an employee is absent due to illness and a snow emergency is declared which coincides with any of such days of absence, said employee shall be charged with a sick day or days for the snow day or days declared. If the employee is on vacation or holiday and a snow emergency is declared which coincides with any of the vacation days or holidays, the vacation or holiday of said employee shall not be enlarged due to the declaring of said snow day or days.
 - h. Employees who have accumulated in excess of 45 days sick leave shall be eligible to redeem those days in excess of 45 as of June 30th of each year at the rate of one for two, on the basis of the per diem rate for that year's salary. There shall be a maximum 10 days pay per year under this provision.
3. Three days of absence of a personal nature to meet obligations which cannot be met at times other than during an employee's normal working hours, shall be granted to each full-time annual-salaried employee.

Personal leave days shall be limited to the following:

- a. House closings, and legal matters which must take place during working hours.
- b. Immediate family weddings, graduations, and religious exercises.
- c. Moving of primary residence.
- d. Attendance at funerals of relatives other than immediate family and/or acquaintances.

- e. Retirement Consultations.
- f. Emergency repairs and/or major alterations on primary residence.
- g. Other: Any specific reason not listed above that the employee believes to be a valid reason for a Personal Leave Day as defined in the first sentence above may be submitted in writing to the Superintendent of Schools or his/her designee for approval.

A minimum of one week prior to the day or days requested, the application for personal leave shall be submitted to the Buildings and Grounds Office of the District on forms supplied by the District. The Superintendent of Schools or his/her designee may, in his/her discretion, waive this prior 7-day request requirement in the event of an emergency.

Unused personal days shall be accumulated as sick days.

- 4. LEAVE of absence by reason of DEATH within the immediate family of the employee, shall be granted without loss of pay, to the extent of a maximum of five (5) working days beginning with the day of death for purposes directly connected with the death. A death certificate must be submitted to the Personnel Office within ten (10) working days.
 - a. Such death shall embrace and be limited to a spouse, parent, child, brother or sister, father-in-law and mother-in-law, grandparents, grandchildren, and members of immediate household.
- 5. Any OTHER LEAVE or absence CONTINGENT upon an EMERGENCY, may be exercised by the employee out of personal days heretofore described, without loss of pay, or may be permitted by the Director of School Facilities and Operations without pay, SUBJECT to proper written confirmation being afforded by the employee within one week after his return.
- 6. Employees on DISABILITY, no longer on regular payroll, shall cease being entitled during the period of disability, to further accrual of benefits provided hereunder, including sick, personal and vacation days, and longevity credit.
- 7. WORK BREAK - a fifteen (15) minute coffee break or work break shall be allowed preferably before lunch, once per day, at a time mutually agreed to by the employee and his supervisor.
- 8. Any BOARD policy not herein or hereby modified, changed or deleted shall remain in force and effect.

ARTICLE VI

VACATIONS

- 1. The parties hereto ACKNOWLEDGE that the SUMMER recess is the period least likely to interfere with the orderly maintenance of buildings and grounds. Therefore, the ASSOCIATION individually and on behalf of the employees covered hereby, agrees that vacations by the employees shall be taken during such period except as may be otherwise specially prescribed in individual cases for good cause shown.
- 2. All vacations shall be scheduled pursuant to a schedule made up by the Director of School Facilities and Operations in accordance with the schedule of the District schools during the summer. The said Director shall maintain seniority privileges with respect to dates of vacations and, where possible, shall give consideration to dates or times preferred by employees. It is understood that vacations are accrued in the year in which they are earned and by established procedure, shall be taken as soon as practicable after July 1st.

3. The employee shall make timely request therefore, in writing, and such request shall be endorsed on the employee's vacation card. Vacation pay shall be paid to an employee prior to the commencement of a vacation period provided the employee shall request such pay at least two pay periods prior to the last working day before such vacation. Vacation pay shall be made on the basis of separate payroll period accounting.
4. Only full-time annual salaried employees shall be entitled to vacations. Vacation time shall be based upon the completion by the individual employee of consecutive full-time employment as of June 30th of each year, following the commencement of employment, of the periods hereinafter indicated:
 - a. Those employed for less than one (1) full year, shall be entitled to one (1) day of vacation for each full month of employment with the accrual thereof to start and to be dependent upon the completion of three (3) full months of consecutive employment with the District. Said employees shall not be entitled to use vacation time accrued until July 1st following their date of employment.
 - b. Those employed for one (1) through four (4) full years, but not including five (5) full years, as of June 30th of the particular year, shall be entitled to ten (10) working days of vacation.
 - c. Those employees who shall have completed five (5) through ten (10) full years of consecutive employment, as of June 30th of the particular year, shall be entitled to fifteen (15) working days vacation.
 - d. After the completion of the tenth (10th) full year of consecutive employment, as of June 30th of the particular year, the employee, beginning with his or her eleventh (11th) year, shall be entitled to twenty (20) working days vacation.
5. Any holidays established on the School District calendar for the closing of schools which shall fall within a vacation period, shall not count as a vacation day, and credit therefore must be taken immediately preceding, or following, any scheduled vacation period.
 - a. On scheduled half day holidays, the head custodian or his designee will work a full shift, and be allowed commensurate time off.
6. The employees covered hereunder shall be entitled, without loss of pay, to the benefit of the HOLIDAYS (secular and religious) set forth in the HOLIDAY SCHEDULE as agreed to by the parties hereunto.

ARTICLE VII

SALARY SCALES

Where an employee shall perform work in a higher grade as specified in Appendix "C", he shall be paid in accordance with the pay schedule therein provided after he has worked in such title for a minimum of one (1) full pay period.

ARTICLE VIII

TERMINAL PAY

1. The BOARD will increase the salary for the last full year of employment of any employee who has given prior written notice of intention to retire and who is eligible for retirement under the provisions of the New York State Employees' Retirement System, by an amount equal to One Hundred Dollars (\$100) per year of credited service in the Hicksville School System, or

2. Upon retirement, employees will be paid, in addition to their base, on the basis of the per diem rate for their final year's salary as follows:

For the first 45 days of accumulated leave	0% per day
For the second 45 days of accumulated leave	25% per day
For anything above 90 days	50% per day
3. In each individual case, an employee's severance pay will be computed either on the old basis of \$100 per year of service, under 1. above or on the new 2. basis, and such employee may choose that plan which is most advantageous.
4. Retirement notice is requested for budgetary purposes and in order to permit compliance with Paragraph 1 by April 1 of the preceding year.
5. There shall be no duplication of payments under this provision.
6. The maximum obligation of the District to any member of the unit in connection with this benefit stated in paragraph 1 or 2 above shall be a half-year's regular annual salary.

ARTICLE IX

DISABILITY BENEFITS

The disability benefits under this contract shall be as provided and defined in Long Term Disability Policy NO. 20,798 issued by the Mutual Benefit Life Insurance Company to the District, and shall be provided to the employees in this unit either by the District continuing coverage under such policy or by providing the benefits of such policy as a self-insurer.

Upon disability of six months or longer, the employee must apply for social security and disability retirement benefits, and the employee shall cooperate in the processing of such application by consenting to any and all medical examinations required by the School District and any other governmental agency having jurisdiction in the premises as well as any other requirements attendant upon the processing and submission of such application. Upon the employee's failure to apply, cooperate and participate in the processing and submission of such application as stated above, the employee's coverage under the District policy or the benefits provided by the District as a self-insurer shall terminate.

- a. The District shall supplement the payments to the employee under social security and disability retirement to the extent that they do not aggregate 50% of the salary received by the employee at the time of the commencement of the disability.
- b. The employee shall have the right to return to employment with the District if within 2 years of the last date of employment the District doctor or a doctor of appropriate specialty retained by the District finds the employee fit for full-time duty.

ARTICLE X

INSURANCE AND RETIREMENT

1. INDIVIDUAL TERM LIFE INSURANCE policies in a group plan which shall pay to the designated beneficiary or estate, of the individual employee a fixed benefit in an amount equal to the basic annual salary of the individual employee, to the nearest \$100 (without the inclusion of overtime).
2. DISABILITY INSURANCE under the prevailing BOARD policy, as per Article IX.
 - a. An employee who shall be eligible under existing or renewable insurance coverage (the same presently requiring a minimum of one hundred twenty (120) consecutive days of employment as a condition of eligibility), shall be granted the benefits of the said disability insurance after sixty (60) days of sickness disability following the establishment

of eligibility therefore.

3. The SUBJECTIVITY of employees to RETIREMENT shall continue in effect in accordance with BOARD policy.
4. The GUARANTEED RETIREMENT BENEFIT of an employee member of the retirement system shall consist of an additional pension for employees for member service, pursuant to subparagraph (b), paragraph 1, subdivision (a) of Section 73-c, of the Retirement and Social Security Law, as provided in Section 75-e and 75-g of said Law, computed as therein provided, so as to provide a retirement benefit.
5. For the 2007-08 and 2008-09 school years, the Board, as employer, shall pay the full cost of single coverage and dependent Health coverage, where advised of dependents, under the present New York State Health Insurance Plan, subject to only one such coverage within one family where more than one member is employed by the District. Effective July 1, 2009, all employees shall contribute twenty (20%) percent of the cost of single coverage and dependent coverage, under the present Health Insurance Plan.

Employees hired on or after January 25, 1995, shall contribute twenty (20%) percent of the cost of single coverage and dependent coverage, under the present Health Insurance Plan.

Employees hired on or after January 25, 1995, who decline health insurance coverage, shall not be eligible for any stipend in lieu of such benefit.

6. Effective with this contract, the BOARD shall procure dental insurance coverage, the cost to the District not to exceed \$180 per employee. During the course of this Agreement, employees will be eligible to participate in the District's current dental services plan with American Dental Centers.

ARTICLE XI

PROMOTIONS AND TRANSFERS

1. All openings for promotional positions and all positions paying higher salaries which become vacant, and all vacancies which shall take place in presently existing positions, shall be subject to being filled on a permanent basis from the District personnel, where possible.
 - a. To better accomplish the intent of the foregoing provision, the procedure hereinafter prescribed shall be followed:
 - i. Notice of the said opening or vacancy shall be posted on a bulletin board, in each school, said notice to include title, location, and number of months, and a copy sent to C.S.E.A. President or designee.
 - ii. All qualified personnel, if so minded, shall be afforded the opportunity to make application therefore.
 - b. Nothing hereinbefore provided shall preclude or prevent the BOARD, through its Administrative Staff having jurisdiction over said open or vacant position, from filling the same on a temporary or emergency basis, nor require any violation of the provisions or requirements of the Civil Service Law or Regulations.
2. PROMOTIONS to vacant positions shall be made as provided in paragraph "1" hereof EXCEPT that where any title shall require satisfactory completion of a Civil Service Examination, the appointment shall be provisional only AND subject thereto.
3. 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 and subject to Civil Service Rules and Regulations.

- a. Employee shall have opportunity to apply for promotional position on a provisional basis before a non Civil Service applicant is hired. This is to be done on a seniority basis, all other qualifications being equal.
4. A notice will be sent to each building and to the C.S.E.A. President or designee. Such notices are to be posted immediately, and vacancies shall be filled on the basis of skills and abilities to perform the job satisfactorily, as follows:
 - a. Transfer within grade, within District.
 - b. Promotion within Civil Service.
 - c. Promotion-Civil Service Open-Competitive list.
 - d. Provisional promotions - within staff.
 - e. Open advertising in public press.
 5. Whenever positions shall become TEMPORARILY open within the Department of Buildings and Grounds, the same shall be filled by its Director, subject to BOARD approval, from lower-classified employees, whenever possible, in keeping with the law governing the same and, in making such TEMPORARY appointments, he shall give consideration to seniority. It is agreed that wherever feasible, such temporary appointments shall be limited in duration to the time until appropriate Civil Service lists become available.
 6. TRANSFERS FOR BETTER ADMINISTRATION: Transfers may be made by the Director in the avoidance of unnecessary conflict within the school system. Notice of transfers shall be given to the ASSOCIATION President. Consultation with the Union committee shall be afforded upon its request.

ARTICLE XII

LIAISON COMMITTEE

It shall be the policy of the District and of the C.S.E.A. Buildings and Grounds Unit to jointly review any complaint or grievance which may arise, with the goal or objective of resolving differences in advance

Such matters as personnel transfers, evaluations, personnel reports, etc. shall be appropriately included for consideration.

The parties shall designate up to four members each to this committee, which shall meet on call as required. Either party may request such meeting.

The ASSOCIATION shall receive a copy of the agenda book for public meetings of the BOARD, without confidential and other supporting material.

ARTICLE XIII

SAFETY AND RELATED MEASURES

1. All reasonable safety measures shall be complied with by both the BOARD as well as the employees, in the performance of services by the employees.
2. **BOILER CLEANING:** Proper tools for boiler tube cleaning, including approved safety mask to control sulphur dioxide fumes, together with a suitable vacuum cleaner, shall be provided in every school.
3. **FOUL WEATHER GEAR:** The district shall furnish sets of foul weather gear for the use of the Maintenance and Grounds Department, with one (1) set of such rain gear in each elementary school and two (2) sets of each in the Junior and Senior High Schools. This does not include any winter gear such as parkas or heavy clothing, nor does it include work shoes.

ARTICLE XIV

MISCELLANEOUS

1. This Agreement shall be binding upon the ASSOCIATION and its Nassau Educational Local, and any modifications made by or with the said Local shall be binding upon the ASSOCIATION, or vice versa.
2. **UNIFORMS:** Color-differentiated uniforms are provided by the District and must be worn at all times while on duty. Long-sleeve shirts must be worn from October 15th to May 1st. Uniforms are to be kept neat and clean by employees.

The initial issue is four (4) trousers, three (3) long-sleeved and three (3) short-sleeved shirts. Three (3) pairs of trousers and either three (3) long-sleeved or short-sleeved shirts will be replaced each year thereafter. Additional replacement may be made in the sole discretion of the Administrator in Charge of Facilities and Operations.

Uniforms are the property of the Hicksville Union Free School District No. 17 and should not be displayed during off duty hours.

3. Employees are responsible for the care and security of the uniforms, foul weather gear and tools they use and may be required to reimburse the District for damage or loss of such District property caused by their negligence.
4. **ASSOCIATION RIGHTS:** It is agreed that the President or his designee may be permitted to use up to or not to exceed five (5) hours per week when, as, and if so needed in the settlement of complaints and for consultation with the Buildings and Grounds supervisory staff on Association matters. Such released time shall be arranged with the Director of School Facilities and Operations.
5. **EXTENSION OF WORK ASSIGNMENTS:** It is agreed that the Director of School Facilities and Operations may examine ways of extending station coverage on a time, rather than area base, and that such proposals shall be submitted to the Liaison Committee for mutual evaluation and/or implementation.
6. **BI-WEEKLY PAY PERIOD:** It is agreed that the covered employees shall be paid on a bi-weekly basis.

7. **OVERLAP SHIFTS:** Supervisory personnel shall be assigned shifts to accomplish an overlap of supervision between shifts. A minimum of one and one-half (1-1/2) hours shall be used, and effective date shall be determined by the Director of School Facilities and Operations. Such practice shall be evaluated by Liaison Committee after six (6) months.
8. The parties agree, that all negotiable items have been discussed during the negotiations leading to this agreement. The parties therefore agree that, except by mutual consent, negotiations will not be reopened on any item whether contained herein or not.
9. Notwithstanding any past practice to the contrary, maintainers shall be assigned to any and all tasks authorized pursuant to the maintainer's job description.
10. Employees shall not be permitted to smoke in school buildings or on school grounds.

ARTICLE XV

SALARIES

- A. The salary schedules for the 2007-08, 2008-09 and 2009-10 school years are set forth as Appendix "C"
- B. STEP MOVEMENT - The current practice of providing for step advancement in either January or July, depending upon the date of hire, shall be maintained.

ARTICLE XVI

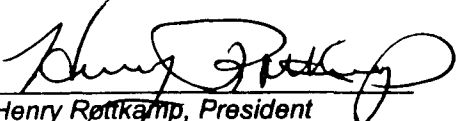
EFFECTIVE DATE

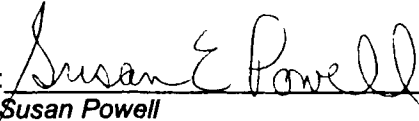
1. The provisions of this Agreement shall be effective as of July 1, 2007, the commencement date of the school year, and shall terminate as of June 30, 2010.
2. This Agreement is acknowledged by the parties to constitute the full and complete understanding between them. Nothing herein contained may be altered, changed, or modified EXCEPT in and by a writing duly subscribed by the respective parties hereto AFTER appropriate resolution where required.
3. This Agreement shall supersede any and all prior agreements or understandings between the parties including any rules, regulation or practice of the BOARD, unless specifically preserved and expressly continued.
4. In the event any provision of this agreement shall be declared to be contrary to law, or in violation thereof, such declaration shall be deemed by the parties as affecting said provision only, unless otherwise specifically provided in and by said declaration, and all other provisions shall continue thereafter in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 18th day of November, 2009.

CIVIL SERVICE EMPLOYEES ASSOCIATION
LOCAL 1000 AFSCME, AFL-CIO
Covering the Hicksville Buildings and
Grounds Unit.

Board of Education
Hicksville Public Schools

BY: 
Henry Rottkamp, President
Hicksville Buildings & Grounds Unit
CSEA, LOCAL 1000, AFSCME, AFL-CIO

BY: 
Susan Powell
President, Board of Education

BY:  11/5/10
Stephanie Teff, CSEA
Labor Relations Specialist

APPENDIX A

POLICY ON GRIEVANCE PROCEDURE -- NON-TEACHING PERSONNEL

PREAMBLE

The Board of Education, the Administrators, the Teachers, Department Heads, and non-teaching personnel of our school system have a common interest and purpose: to provide the best possible education for pupils attending school in the Hicksville Union Free School District, Town of Oyster Bay. A recognition of this common interest and purpose is a prerequisite to a successful education program. Unresolved strife among the entire school family detracts from this educational program: a common understanding with agreed-upon procedures to settle differences results in enhancing the standard of education in this District.

The non-teaching personnel is considered the "back-up team" for the teaching staff.

Since a successful educational program can be accomplished only through the complete cooperation of the entire school family, it is imperative that all groups work together. We must share responsibilities, ideas and reach joint conclusions which have for their purpose the improvement of the educational program. The non-teaching personnel who back up the teaching program should be given the opportunity to participate through their elected representatives with the Board of Education and Administrators, in the formulation of policies of mutual concern.

The following is adopted for the purpose of implementing the above aims:

A. Basic Principles

1. All non-teaching personnel shall have the right and opportunity to present to his/her Supervisor, Department Head or Director of Personnel, any grievance concerning any facet of his/her position, without fear of coercion, discrimination or reprisal.
2. Every Supervisor or Department Head, as authority is delegated to them by the BOARD of Education or the Superintendent, shall have the responsibility promptly to consider and take appropriate action on any grievance presented to them by their subordinates.

3. Each petitioning person shall have the right to be represented if he/she desires at the written stage of the grievance procedure.
4. Each person shall have the right to appeal from the initial determination of the grievance, pursuant to the procedures outlined.

B. Definitions

1. The term "Board of Education" means the duly elected trustees of the Hicksville Union Free School District, Town of Oyster Bay, County of Nassau.
2. The term "Superintendent" means the Superintendent of Schools or Director of Personnel.
3. The term "Department Head" means the Director of Buildings and Grounds.
4. The term "Immediate Supervisor" means the person to whom the complainant is immediately answerable in the chain of command.
5. The term "Person" means any non-teaching personnel of the Buildings and Grounds Department.
6. A GRIEVANCE shall be construed as a complaint by one or more employees of a violation, misapplication or misinterpretation of this agreement or of the personnel policies of the BOARD. However, it is expressly understood and agreed that a dismissal shall not in of itself constitute, or be the basis of, a grievance.
7. The term "Complainant" means any person (as defined above) who presents an alleged grievance.
8. The term "Policy" means any rules, procedures, regulations, Administrative orders or work rules affecting non-teaching personnel.

C. Procedures for Individual Grievances

1. Oral State - Informal Presentation

- a. Complainant may request an appointment in writing with his/her immediate supervisor, informing him that the appointment is for the purpose of presenting a grievance. The supervisor is required to make an appointment within three (3) school days, at which appointment the complainant shall orally present his/her grievance.
- b. The supervisor shall orally advise the complainant of his decision within five (5) days after the grievance has been presented.
- c. If the complainant feels the decision is not satisfactory, he/she must then formally present his grievance in writing to the department head, not later than ten (10) days thereafter.

2. Written State - Formal Presentation of Grievance

- a. Complainant shall prepare three (3) copies of a detailed statement of his/her grievance. Two (2) copies shall be given to the department head and one (1) copy to be retained by the complainant.

- b. The department head shall review the grievance and within five (5) days advise the complainant in writing of his findings and decision.
- c. If the complainant determines the findings of his/her department head are not satisfactory, he/she may then avail himself/herself of the third stage providing he/she takes action not later than fifteen (15) days after receipt of written notice of a department head's decision.

3. Appeal to the Superintendent of School (Assistant Superintendent)

- a. The complainant must notify his/her department head of his/her intention to appeal.
- b. The complainant shall notify the Superintendent (Director of Personnel) of the grievance previously submitted under stage two by forwarding to him a copy of the grievance and requesting a review of the grievance.
- c. Complainant shall make himself/herself available for any personal discussion of the grievance with the Superintendent.
- d. The Superintendent must notify the complainant within fifteen (15) days, in writing of his decision.

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

It is further understood and agreed, that should the immediate supervisor or principal not comply with the time limitations set forth herein for making a decision the complainant may automatically proceed to the next stage.

4. Appeal to the Board of Education

A complainant is granted a right of final appeal from the Superintendent of Schools, to the BOARD of Education SUBJECT to the following conditions:

- a. The complainant shall notify the BOARD of his appeal thereto within fifteen (15) days following the date of mailing or delivery of the determination of the Superintendent of Schools, specifying the basis or reason for his exception to the prior determination, and he shall simultaneously furnish copies of his notice of appeal, with exceptions, to the Superintendent and the employee's Department Head.
- b. The Superintendent and/or the Department Head shall transmit to the BOARD, the original papers or records before them, including the grievance, and any reports or determinations made thereon.
- c. The BOARD, following the receipt of the Notice of Appeal and the record of the procedure theretofore followed, with the papers upon which the determinations theretofore made were based, and within one (1) month of the completion of its records for review, fix a date and place for a hearing. This may be held before the BOARD, a committee of the BOARD, or the School Attorney. In the two latter instances, the BOARD may permit its hearing representative to hear and determine, or to hear and report with final determination reserved.
- d. Such hearing shall be fixed at a date not more than twenty (20) and not less than ten (10) days from the date of the mailing of the notice thereof.

- e. The BOARD, its Committee, or the School Attorney, shall render a decision in writing within twenty (20) days after the hearing, 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 representative.

Salary Schedule
Buildings & Grounds

2007-08

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 11	Step 12
Head Custodian II	50,168	50,835	51,504	52,170	52,837	53,508	54,176	54,842	55,507	56,175	56,843
Head Grounds/Sr. Mech.	50,168	50,835	51,504	52,170	52,837	53,508	54,176	54,842	55,507	56,175	56,843
Main Supv/Sr. Maintainer	49,303	49,936	50,584	51,237	51,885	52,535	53,185	53,837	54,483	55,131	55,715
MV Auto Mechanic	48,653	49,303	49,955	50,606	51,253	51,904	52,553	53,202	53,852	54,500	55,149
Elem. Head Cust.	48,272	48,937	49,607	50,275	50,946	51,611	52,466	52,945	53,616	54,282	54,768
Asst. Head Cust.	48,272	48,937	49,607	50,275	50,946	51,611	52,466	52,945	53,616	54,282	54,768
Maintainer	47,891	48,557	49,208	49,898	50,565	51,231	51,900	52,569	53,237	53,907	54,453
Groundskper/Driver Msgr	44,737	45,387	46,034	46,686	47,336	47,987	48,637	49,287	49,937	50,586	51,105
Custodian I	44,356	45,022	45,691	46,359	47,024	47,695	48,364	49,030	49,699	50,367	50,789
Messenger/Bus Driver	44,239	44,905	45,574	46,242	46,908	47,579	48,246	48,912	49,580	50,249	50,671
Security Aide	42,177	42,846	43,514	44,183	44,850	45,517	46,189	46,855	47,523	48,189	48,857
Cleaner	42,077	42,748	43,415	44,085	44,753	45,420	46,086	46,756	47,422	48,091	48,450
Cleaner Att - 10 month	33,848	34,282	35,892	35,146	35,585	36,015	36,446	36,882	37,313	37,746	38,177

Longevity: \$550 after 10 years' continuous employment
 \$550 additional after 15 years' continuous employment
 Increments: Not Automatic - reviewed and approved by administration
 Movement may be made in July or Jan., based on employment
 Night Differential: \$450.00
 Lead Man Stipend: \$655.00

Salary Schedule
Buildings & Grounds

2008-09

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 11	Step 12
Head Custodian II	50,168	50,835	51,504	52,170	52,837	53,508	54,176	54,842	55,507	56,175	56,843
Head Grounds/Sr. Mech.	50,168	50,835	51,504	52,170	52,837	53,508	54,176	54,842	55,507	56,175	56,843
Main Supv/Sr. Maintainer	49,303	49,936	50,584	51,237	51,885	52,535	53,185	53,837	54,483	55,131	55,715
MV Auto Mechanic	48,653	49,303	49,955	50,606	51,253	51,904	52,553	53,202	53,852	54,500	55,149
Elem. Head Cust.	48,272	48,937	49,607	50,275	50,946	51,611	52,266	52,945	53,616	54,282	54,768
Asst. Head Cust.	48,272	48,937	49,607	50,275	50,946	51,611	52,266	52,945	53,616	54,282	54,768
Maintainer	47,891	48,557	49,208	49,898	50,565	51,231	51,900	52,569	53,237	53,907	54,453
Groundskper/Driver Mgr	44,737	45,387	46,034	46,686	47,336	47,987	48,637	49,287	49,937	50,586	51,105
Custodian I	44,356	45,022	45,691	46,359	47,024	47,695	48,364	49,030	49,699	50,367	50,789
Messenger/Bus Driver	44,239	44,905	45,574	46,242	46,908	47,579	48,246	48,912	49,580	50,249	50,671
Security Aide	42,177	42,846	43,514	44,183	44,850	45,517	46,189	46,855	47,523	48,189	48,857
Cleaner	42,077	42,748	43,415	44,085	44,753	45,420	46,086	46,756	47,422	48,091	48,450
Cleaner Att - 10 month	33,848	34,282	35,892	35,146	35,585	36,015	36,446	36,882	37,313	37,746	38,177

Longevity: \$550 after 10 years' continuous employment
 \$550 additional after 15 years' continuous employment
 Increments: Not Automatic - reviewed and approved by administration
 Movement may be made in July or Jan., based on employment
 Night Differential: \$450.00
 Lead Man Stipend: \$655.00

Salary Schedule
Buildings & Grounds

2009-10

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 11	Step 12
Head Custodian II	54,422	55,145	55,871	56,593	57,317	58,045	58,770	59,492	60,213	60,938	61,663
Head Grounds/Sr. Mech.	54,422	55,145	55,871	56,593	57,317	58,045	58,770	59,492	60,213	60,938	61,663
Main Supv/Sr. Maintainer	53,483	54,170	54,873	55,581	56,284	56,989	57,695	58,402	59,103	59,806	60,439
MV Auto Mechanic	52,778	53,483	54,191	54,897	55,599	56,305	57,009	57,713	58,418	59,121	59,825
Elem. Head Cust.	52,365	53,086	53,813	54,538	55,266	55,987	56,715	57,434	58,162	58,885	59,412
Asst. Head Cust.	52,365	53,086	53,813	54,538	55,266	55,987	56,715	57,434	58,162	58,885	59,412
Maintainer	51,952	52,674	53,380	54,129	54,852	55,575	56,301	57,026	57,751	58,478	59,070
Groundskeeper/Driver Mgr	48,530	49,235	49,937	50,644	51,350	52,056	52,761	53,466	54,171	54,875	55,438
Custodian I	48,117	48,839	49,565	50,290	51,011	51,739	52,465	53,187	53,913	54,638	55,095
Messenger/Bus Driver	47,990	48,712	49,438	50,163	50,885	51,613	52,337	53,059	53,784	54,510	54,967
Security Aide	45,753	46,479	47,204	47,929	48,653	49,376	50,105	50,828	51,552	52,275	53,000
Cleaner	45,645	46,373	47,096	47,823	48,548	49,271	49,994	50,720	51,443	52,169	52,558
Cleaner Att - 10 month	36,718	37,189	38,935	38,126	38,602	39,069	39,536	40,009	40,477	40,946	41,414

Longevity: \$550 after 10 years' continuous employment
 \$550 additional after 15 years' continuous employment
 Increments: Not Automatic - reviewed and approved by administration
 Movement may be made in July or Jan., based on employment
 Night Differential: \$450.00
 Lead Man Stipend: \$655.00

July 2009

S	M	T	W	T	F	S
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August 2009

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September 2009

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October 2009

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November 2009

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December 2009

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**Hicksville Public Schools
2009-2010**

July 3...Independence Day Obs/Offices Closed
 August 31-Sept 1New Teacher Orientation
 Sept 3..... Orientation Day
 Schools Closed/Teachers Report
 Sept 4-7..... Labor Day/Schools Closed
 Sept 7..... Labor Day/Offices Closed
 Sept 8..... First Day of School
 Sept 28Religious Holiday
 Schools Closed/Offices Closed
 Oct 12 Columbus Day
 Schools Closed/Offices Closed
 Nov 3Election Day/Schools Closed
 Supt. Conference Day/Teachers Report
 Nov 11 Veterans Day
 Schools Closed/Office Closed
 Nov 26-27..... Thanksgiving Recess
 Schools Closed/Offices Closed
 Dec 24-Jan 1 Holiday Recess
 Schools Closed/Offices Closed
 Jan 18..... Martin Luther King Day
 Schools Closed/Offices Closed
 Feb 15-19..... Winter Recess/Schools Closed
 Feb 15..... President's Day/Offices Closed
 Mar 29-Apr 5...Spring Recess/Schools Closed
 Mar 30-Apr 2...Spring Recess/Offices Closed
 May 28-31 Memorial Day
 Schools Closed
 May 31 Memorial Day
 Offices Closed
 June 24 Last Day of School

 Snow Contingency Days

APPROVED

BY

BOARD OF EDUCATION

ON 2/25/09

181 + 2 Conference Days


January 2010

S	M	T	W	T	F	S
					1	2
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31						

February 2010

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28						

March 2010

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April 2010

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May 2010

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June 2010

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26	27	28	29	30		