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AGREEMENT effective July 1, 2006 by and between the MALVERNE UNION FREE SCHOOL DISTRICT (herein referred to as the "District") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO - MALVERNE CUSTODIAL AND MAINTENANCE UNIT (herein referred to as the ("Association")).

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1. RECOGNITION AND NO-STRIKE PLEDGE

A. Recognition: The Association, having submitted satisfactory evidence that it represents a majority of the custodial staff, is hereby recognized as the exclusive bargaining agent for the custodial staff, as hereinafter described. Such recognition shall be for the maximum allowable period under the provisions of the Taylor Law.

B. The custodial staff shall consist of: Laborer, cleaner, custodian, Head Custodian I, Head Custodian II, maintainer, maintainers' helpers and motor vehicle operators.

C. No-Strike Pledge: So long as the Association is the exclusive bargaining agent as aforesaid, the Association agrees to comply with the provision of the Taylor Law prohibiting strikes as said law is now in effect or may be hereafter amended.

D. Agency Fee:

1. Every member of the bargaining unit who is not a member of the Association shall, within thirty (30) days after the initial date of employment, pay to the Association an agency fee. Such fee shall be equal to one hundred (100%) percent of the membership dues of the Association.

Such fee may be paid through a dues check-off, provided however, that the form of such payment shall be entitled the "Agency Fee Check-Off."

2. Indemnity - The Association agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys' fees that may accrue as a result of the aforesaid contract by reason of any actions or suits brought against the District by any employee in this unit of representation aggrieved by the implementation of the aforesaid agency shop provision of the aforesaid contract.

3. Participation in Legal Action - The Association will participate in all legal actions or proceedings brought which relate to the aforesaid agency shop clause to the fullest extent possible. Representation of the Association by attorneys retained by the C.S.E.A. and/or direct participation by said Association will be deemed as fulfilling the conditions of this paragraph.

4. Dues Deduction - The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, N.Y. 12210 on a payroll basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

ARTICLE II. ASSOCIATION MEETINGS

The District shall make available to the Association, without charge, space for the conduct of general meetings of the membership and individual committee meetings. In those instances where the District permits the Association to use school space when custodial coverage is not otherwise scheduled for the facility, the Association agrees to pay all costs necessary for making such space

available.

It is understood that such meetings shall in no way interfere with the work schedule of any custodial employee, and that permission for use of District facilities must be granted by the Administration before such meetings take place. Such meetings shall take place only when regular classes are not being conducted in the buildings.

ARTICLE III. PROCEDURES

Before the District adopts a change in policy which adversely affects maintenance and custodial salaries, fringe benefits, working conditions or related matters which are not covered by the terms of this contract and which have not been proposed by the Association, the District will notify the Association in writing that it is considering such a change. Upon demand, the Association shall be consulted with regard to such changes.

ARTICLE IV. PROMOTIONS AND TRANSFERS

A. All openings for custodial and maintenance promotional positions and for positions paying higher salary differentials shall be adequately published in every school on the Custodial bulletin board, and all qualified non-teaching personnel shall be given adequate opportunity to make application for such positions.

B. Change in title shall result in at least Five Hundred (\$500.00) Dollar increase over former salary.

C. When transfer or reassignment of employees in a building or within the District is necessary, to the extent possible all volunteers shall first be transferred and/or reassigned. Subsequent transfers will be made on basis of seniority, lower seniority unit members first. Exceptions to the provisions of this paragraph may be made for justifiable reasons.

When considering employees for promotion, seniority of service will provide the basis for promotion where other factors are equal.

ARTICLE V. WORKERS' COMPENSATION INSURANCE

A. All employees are covered by Workers' Compensation Insurance.

B. Employees must report all accidents immediately and file a report of the accident in the Central Office. When an employee makes a visit to the doctor, he should also notify the doctor that it is a compensation injury, so there will be no charge to the employee by the doctor.

C. Absence due to on-the-job injury shall not be charged against sick leave. Such absence is subject to Board of Education review every three (3) months. The District may require certification by a doctor of the Workers' Compensation Board, or a doctor appointed by the District. Payment of full salary is limited to one (1) year. Beyond one (1) year, the rules of the Workers' Compensation Board will govern. Effective July 1, 2004, payment of full salary shall be limited to six (6) months; beyond the six month period, the rules of the Workers' Compensation Board will govern.

D. Any Workers' Compensation benefits due to an employee during this period shall be paid to the District to the extent of the amount paid out by the District.

ARTICLE VI. ABSENCES FROM WORK

Employees unavoidably detained from work due to illness or other emergency are required to notify the immediate supervisor in charge.

A. Personal Leave

Personal leave days shall be granted for the following reasons:

1. College graduation of son or daughter.

2. Compulsory religious observance (maximum three (3) days per year)
3. Court appearances and all legal matters requiring attention which can only be cared for during hours when employee is on duty.
4. Transporting son or daughter to or from college.
5. Household emergency.
6. Personal emergency, upon approval of, and at the discretion of, the Superintendent.

All such personal days must be approved in advance by the Superintendent of Schools.

Usage above previously accepted standards shall be subject to the discretion of the Superintendent.

Members of the unit shall be entitled to one (1) confidential personal day which shall not require a reason to be given as a condition of approval.

B. Sick Leave

1. All employees shall be entitled to twelve (12) sick days per year, accruable to one hundred eighty (180) days.
2. Employees who exhaust their accrued sick bank, may utilize all of the twelve (12) days for a current year, provided they execute an agreement to reimburse the District for sick leave days which were taken but have not been accrued through actual working time at the time of their separation from the District. Such agreement shall include an authorization to deduct such payment from the employee's final paycheck.
3. Employees, during their first six (6) months of employment, shall be entitled to three (3) days of paid sick leave.
4. At the successful completion of six (6) months service, the employee shall

receive his/her annual entitlement (twelve days).

5. Employees who have used six (6) sick days in a year must provide a doctor's note for each absence thereafter.

6. Any employee who has accumulated a sick bank of twenty (20) or more days as of June 30 of the preceding contract year will not be bound by the reporting requirements in Article VI(B)(5) during the next contract year.

C. Leave Incentive - Employees may become eligible for leave incentive plan payments which shall be payable in the second pay period of December and the first pay period of July if possible. Eligibility shall be determined as follows:

0 sick & personal leave days used from 7/1-12/15 and/or 12/15-6/30:	\$300.00
1 sick & personal leave day used from 7/1-12/15 and/or 12/15-6/30:	\$250.00
2 sick & personal leave days used from 7/1-12/15 and/or 12/15-6/30:	\$200.00

D. Approved Absences to be Taken Without Loss of Pay

1. Court and/or Governmental Agency Appearance- The number of days necessary will be allowed without loss of pay if one of the following conditions exists:

- a. The School District is involved and the employee is a party or witness to the action.
- b. The employee is to appear as an expert witness before the Grand Jury (Federal, State or County) and is subpoenaed to appear.
- c. The employee is to appear as a witness to testify to facts and/or give testimony of general interest before a Federal, State or County Grand Jury, and is subpoenaed.

- d. If an employee is required to appear before any Federal, State, County, Town or Village Agency and is not personally involved, he shall do so for the number of days necessary without loss of personal business days or salary, if subpoenaed.
- e. Medical examinations required by the District shall be held on school time.
- f. Selective Service Examinations shall be excused without loss of pay for such purpose.

E. Jury Duty

If an employee is required to serve, he shall be paid the difference between his regular salary and any monies received by the employee.

F. Unpaid Leave

Upon request, tenured employees may be granted leaves of absence without pay not to exceed one (1) year with reinstatement to a like position upon return. It is agreed that no employee can utilize this leave to seek or obtain employment.

G. Bereavement Days

Bereavement leave - All employees covered by this Agreement shall be allowed up to five (5) days of leave each year for death in the immediate family. Such leave shall be without loss of pay. Immediate family shall be defined as spouse, mother, father, sister, brother, and children or other relative residing in the same household as the employee. Bereavement leave for the death of relatives other than those in the immediate family or leave days in excess of five (5) days may be granted at the discretion of the Superintendent.

ARTICLE VII. MEDICAL EXAMINATIONS

The District shall require all new custodial employees to submit evidence of medical

examination.

The costs of medical examinations prescribed by the District and generally required by it of the custodial staff shall be borne by the District, if performed by designated school physicians and held on school time.

ARTICLE VII. HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Workweek

The customary workweek for full-time employees during the school year (September through June) shall be five (5) days, Monday through Friday¹, of eight (8) hours each as per prior agreement. The day employees' lunch hour is added to the forty (40) hours; for night employees, lunch hour is included in the forty (40) hours. It is expected that night employees will eat at their school, unless they wish to add one-half (½) hour to their working day as day employees do.

During the months of July and August, the workweek shall normally be from Monday through Friday. This will normally be true during Christmas and Easter school closing. At these times, the hours will be those normally worked by day employees.

During the months of July and August, the workday for day men shall be eight (8) hours long which shall include a half (½) hour lunch break to be taken at their schools.

B. Work Schedule

Work schedules for full-time employees shall cover eight (8) hours each working

¹ For members of the unit hired on or after July 1, 1983, the workweek may be other than Monday through Friday.

day, Monday through Friday. Work schedules for part-time employees may cover less than eight (8) hours per working day. Each employee shall be assigned a specific work schedule and is expected to be at work whenever required by this schedule.

Each employee shall be given a detailed copy of this work schedule, which will set forth his duties and the time they are to be performed. It shall be the responsibility of the Custodian in Charge of each school to explain this schedule and give specific instructions should any temporary changes become necessary.

C. Overtime

1. Time-and-one-half (1-1/2) will be paid for all overtime work beyond forty (40) hours in any calendar week. Legal holidays shall be considered workdays for overtime purposes.

2. In the event of emergency call, employee will receive time-and-one-half (1-1/2) pay.

3. Overtime of time-and-one-half (1-1/2) shall be paid for all work performed in excess of eight (8) hours per day.

4. All work done on Saturdays and Sundays shall be paid at the overtime rate.

5. All members of the unit are required to work on a District-declared emergency day.

Employees who work on a District-declared Emergency (snow) day shall be paid double time for all hours worked. A minimum of four (4) hours work is guaranteed.

Employees who are unable to work and who call in within one (1) hour of starting time shall be paid eight (8) hours regular rate and one (1) day will be deducted from their sick bank. (A phone will be manned for one (1) hour after starting time).

Employees called in to perform snow removal work on weekends shall be paid at the rate of two (2) times their normal hourly rate for hours worked on snow removal. Employees

called in to perform snow removal prior to their normal work shift shall be paid at the rate of one and one-half (1.5) times their normal rate for hours worked on snow removal prior to their normal work shift.

Employees who do not call in within one (1) hour of starting time will have one (1) day's pay deducted from their salary.

D. Coffee Breaks

Employees shall have a uniform coffee break, not in excess of ten (10) minutes, in the morning and in the afternoon. Similar provisions for the evening shift.

E. Out of Title

Any individual directed by his immediate supervisor to work out of title for a month or more shall be properly compensated for such work from the first day on the schedule for such classification.

F. Prior Service

All employees new to the District and appointed by the Board may be granted credit for prior-related work experience at the recommendation of the Superintendent of Schools.

G. Safety

It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Such situations are to be reported to the immediate supervisor, who will then inform the Assistant to the Superintendent in writing, with a copy to the building principal where applicable.

No employee may be ordered to drive any vehicle which is in any way hazardous to any employee or the public.

ARTICLE IX. VACATIONS

Twelve-month employees shall receive paid vacations in accordance with the following schedule: Two (2) weeks after one (1) year's service; three (3) weeks after seven (7) years of service; four (4) weeks after thirteen (13) years of service. Employees with less than one (1) year's service shall be granted one (1) day vacation per month during the first year up to ten (10) days.

If a starting date for full-time employment occurs on or prior to the 15th of the month, a full day of vacation shall be credited for that month. If a starting date is after the 15th of the month, there will be no vacation credited for that month. The same principle will apply in computing vacation for last month of employment preceding termination, as well as for cumulative sick leave.

Annual vacation pay will be paid, together with employee's last paycheck, for all employees providing a minimum of three (3) weeks' notice to the accounting office.

Any employee who retires or otherwise separates from the service of the Employer prior to earning his full vacation pay shall be paid his current rate of pay for such vacation on a pro rata basis in accordance with the number of months worked in that year. Any employee who has earned full vacation credit and separates from service prior to using such vacation shall receive pay for it at employee's current rate of pay when the separation occurred. Vacation credit shall be computed on the unit member's anniversary date for purposes of crediting additional vacation days at 7 year and 13 year benchmarks.

If a legal holiday should occur during an employee's vacation period, such vacation shall be extended one (1) day.

Vacation selections shall be established by the District.

ARTICLE X. HOLIDAYS

Members of the unit shall be entitled to seventeen (17) holidays per year when schools are not in session. All members of the unit hired on or after July 1, 1994 shall be entitled to thirteen (13) holidays per year. Effective July 1, 2004, unit members with five years of service in the unit shall be entitled to fifteen (15) holidays per year. Such holidays shall be mutually agreed upon by the parties. Employees shall not be required to work on these days without being paid at the applicable overtime rate.

If the District closes school due to unused snow days, the CSEA unit members shall also be given such days off.

ARTICLE XI. WAGES AND OTHER FINANCIAL BENEFITS

A. Salary Schedules

1. The salaries for all unit members shall be increased by five percent (5%) in each of the 2006-2007, 2007-2008, and 2008-2009. It is specifically understood that any increments that are received during the term of the contract are limited to the years in which they are earned. At the expiration of the contract, there will be no increment entitlement pursuant to the Triborough Doctrine. At the contract's expiration on June 30, 2009, there shall be no entitlement to any automatic salary increase pursuant to the Triborough Doctrine.

2. The District may add merit increases and/or stipends to unit members' salaries.

The following stipends will be effective for each of 2006-2007, 2007-2008, and 2008-2009 school years:

High School Head Custodian:	\$3,500
Middle School Head Custodian:	\$2,500
Elementary School Head Custodian:	\$1,500
Checker of Facilities (on call):	\$10,000

B. Longevity

1. The definition of "Longevity" shall be "years of service within the bargaining unit."

2. For unit members who had not yet attained the sixteen (16) year longevity as of September 1, 2007, longevity payments shall be made in accordance with the following schedule:

After 10 years of employment:	\$900
After 15 years of employment:	\$1,200
After 20 years of employment:	\$1,700

3. For unit members who had attained the sixteen (16) year longevity as of September 1, 2007, the existing longevity schedule shall remain unchanged and shall be made in accordance with the following schedule:

After 16 years of employment	6.7%
After 20 years of employment	\$1,300.00

It is understood by the concerned parties that longevity payments shall be solely dependent upon years worked in the employment of the District.

C. Insurance Protection

The insurance coverage available and the District's percentage contributions to the premiums therefor are as follows:

1. Health Insurance shall be available for all employees.

The District agrees to pay an amount equal to ninety (90%) percent of premium for employees enrolled for individual coverage and eighty-five (85%) percent of premium for employees enrolled for family coverage, under the Empire Plan.

Unit members' contribution toward their health insurance premium shall be increased in accordance with the following schedule:

Effective July 1, 2006: 2% additional
Effective July 1, 2007: 1% additional
Effective July 1, 2008: 1% additional

The District shall also continue its policy to participate in payment after retirement.

The District shall have the right to substitute comparable coverage for any of the plans listed above.

Members of the unit hired on or after July 1, 1983 shall not be eligible for coverage for health, insurance by the District if they are eligible for comparable coverage under the plan of a spouse.

Members of the unit who are presently receiving health insurance coverage through the District and withdraw from the District's plan during the life of this Agreement shall receive Five Hundred (\$500.00) Dollars if they were receiving family coverage and Two Hundred Fifty (\$250.00) Dollars if they were receiving individual coverage, provided they remain uncovered for a period of twelve consecutive months. Such payments shall be made at the end of the twelve (12) month period.

Nothing contained herein shall preclude a member of the unit from reentering the plan at any time if the member is no longer covered by the comparable plan of a spouse. In the event the member reenters the plan within a twelve (12) month period, no payments shall be made hereunder. Reentry

after the twelve (12) months have elapsed may only be made if the member is no longer covered by the comparable plan of a spouse.

2. Group Life insurance in the amount of Twenty Five Thousand (\$25,000.00) Dollars shall be available for all employees. The District shall pay seventy-five (75%) percent of the premium.

3. Disability Insurance - The existing disability insurance plan shall be continued and available to all employees. The District's share shall be variable based upon paid salary, but not to exceed sixty-five (65%) percent of the premium.

4. Optical Insurance - Effective July 1, 2006, the District shall contribute up to a maximum of Seventeen Dollars and eighteen cents (\$17.18) per month per unit member towards an optical plan mutually agreed upon by the parties. Effective July 1, 2007, this figure shall be increased to Seventeen Dollars and sixty-one cents (\$17.61) per month per unit member. Effective July 1, 2008, this figure shall be increased to Eighteen Dollars and five cents (\$18.05).

5. Dental Insurance - Effective July 1, 2006, the District shall contribute Six Hundred Thirteen-Dollars and forty-four cents (\$613.44) per unit member toward dental insurance premiums to a mutually acceptable carrier. A portion of any year's wage increase may, at the option of the Association, be utilized towards dental insurance. Effective July 1, 2007, the District's annual contribution shall be increased to Six Hundred Eighty-Seven Dollars (\$687.00). Effective July 1, 2008, the District's annual contribution shall be increased to Six Hundred Ninety-Three Dollars and eighty-four cents (\$693.84).

D. Estate Clause

If a unit members dies while still employed by the District, payment of any unused vacation days will be made to the employee's estate.

E. Retirement Benefits

The District agrees to pay the full cost of eligible employee's retirement contributions to the New York State Employees' 1/60 Retirement Plan.

Employees shall be covered by Section 41-j of the Retirement and Social Security Law granting allowances for cumulative sick leave for retirement purposes.

F. Dues Check-off

So long as the Association is the exclusive bargaining agent as aforesaid, and so long as the same is permissible by law, the District shall deduct from the salary of members of the Association who submit dues check-off authorization in writing to the District, dues for the Association in the amount to be determined by the Association in accordance with the District. The Association shall be permitted to make dues check-off cards available through the schools. Any member may rescind such authorization by written notice to the Association and to the Superintendent of Schools.

ARTICLE XII. PROTECTION OF NON-TEACHING EMPLOYEES

A. Employees in the noncompetitive and labor classes who have been employed by the District for one (1) year or longer shall not be suspended or discharged except for just cause. An employee who is suspended or discharged under this provision shall be entitled to grieve such action, provided, however, for these cases only, the decision of the arbitrator shall be final and binding.

B. For noncompetitive and labor class employees, the following provision shall apply:

If layoffs become necessary, provisional and probationary employees within the District shall be laid off before any permanent employees shall lose any time. If, after all provisional and probationary employees have been laid off and other reductions in the work force are necessary, the Employer shall lay off in accordance with the principles of seniority within the District. The last

person hired shall be the first person laid off, and the last person laid off shall be the first person rehired.

Before hiring any new employees, the available work must first be offered to employees on layoff by sending a written notice to said employees.

C. Personnel File

Upon request, a non-teaching member of the staff shall be permitted to examine his official personnel file, except for privileged communications.

ARTICLE XIII. GRIEVANCE PROCEDURE

A. Definitions

1. A "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms of this contract, excepting any matter which is prohibited by law from being administered hereunder.

2. An "Aggrieved Person" is the person or persons making the claim.

Level 1: Principal or Assistant Superintendent

An employee with a grievance will first submit same in writing to his principal or the Assistant Superintendent, either directly or through his representative. The grievance shall be raised within thirty (30) days of the events giving rise to the grievance or it shall be deemed waived by the employee and the Union. Where grievances involve an alleged failure to pay properly, the time limit shall be extended to sixty (60) days. If the employee submits the grievance through his representative, the employee must also be present during the discussion of the grievance at this and every other step.

Within five (5) school days after the written grievance is submitted to him/her, the principal

or the Assistant Superintendent shall render a decision thereon.

Level 2: Superintendent of Schools

A. If the aggrieved person is not satisfied with the disposition of his grievance at Level 1, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Superintendent within fifteen (15) days after the grievance was presented, whichever is sooner.

B. Within ten (10) school days after the receipt of the appeal, the Superintendent or his/her representative shall review the grievance and render a written decision.

Level 3 : Advisory Arbitration

A. If the aggrieved is not satisfied with the written decision at Level 2, or if no written decision was rendered within the prescribed period of time, either the Superintendent or the aggrieved party or its representative shall, within five (5) school days, request the American Arbitration Association in accordance with its procedure to appoint an advisory arbitrator for the rendering of an advisory opinion. The arbitrator's recommendation(s) will be in writing and will set forth his/her findings of fact and recommendations on the grievance. The cost for services of the arbitrator, including all expenses, if any, shall be borne equally by the parties.

B. Within ten (10) days after receipt of the advisory opinion, the Superintendent shall render a decision on the grievance, which decision may wholly or partially adopt or reflect said advisory opinion.

Level 4: Board of Education

A. If the aggrieved person is not satisfied with the disposition of his grievance at Level 3, or if no decision was rendered within the prescribed period of time, he may file an appeal in writing

with the Board of Education within five (5) school days after the decision of the Superintendent, or within fifteen (15) school days after the receipt of the advisory opinion, whichever is sooner.

B. Upon receipt of a copy of the appeal to the Board of Education, the Superintendent shall transmit his/her decision and the arbitrator's written decision. The Board will meet with the aggrieved person and/or his representative for the purpose of resolving the grievance.

C. Within five (5) school days after such meeting, the Board of Education shall render a decision on the grievance, except when an extension of time is requested by the Board.

D. The Board of Education shall provide the aggrieved party and/or his representative a written copy of its decision within thirty (30) calendar days after the meeting date of the Board of Education.

E. Anything to the contrary herein notwithstanding, an aggrieved person may, at his election, "bypass" Level 3 and proceed from Level 2 to Level 4 by advising the other party of such election in writing within five (5) days after receipt of written decision by the Superintendent or his/her representative.

ARTICLE XIV. LABOR-MANAGEMENT COMMITTEE

A committee consisting of two (2) representatives from the Custodial and Maintenance unit and two (2) representatives of the District shall be formed which shall meet monthly on a mutually agreed date, after working hours, for the purpose of establishing methods of improving delivery of services, to establish more efficient communication between the custodial staff and the office of the Superintendent and to discuss ways and means for the improvement of the good and welfare of custodial and maintenance employees.

It is agreed that such committee shall endeavor to act in good faith with a view of policing

this Agreement so that both parties adhere to and abide by its terms and conditions.

ARTICLE XV. MISCELLANEOUS

A. Work Record - Time-Sheet

A record of time worked is necessary in order for the Assistant Superintendent and the Superintendent's office to compute the amount of pay and make certain it is received for any prescribed payday. Time sheets are provided for this purpose. Overtime, if approved by the Assistant Superintendent or his/her designee, shall be recorded on this sheet.

B. Pay Periods

Paydays will occur every other Friday.

C. Uniforms

The District agrees to provide adequate uniforms for members of the unit. The determination of the amount provided shall be made by the District.

D. Notice of Termination of Services

Each employee is required to give the District two (2) weeks' notice before leaving the employ of the District, unless by mutual consent this requirement is waived.

E. Dissemination of Contract

The District agrees to have a copy of this Agreement delivered to each new employee whose name shall be signed on a time sheet upon arrival and departure.

F. Legal Provisions

In the event any provision hereof is in conflict with law or any statute now or thereafter in effect, the law or statute shall prevail, and the remainder of this contract and shall remain in full force and effect.

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

ARTICLE XVI. ASSOCIATION BUSINESS

A. Space on at least one bulletin board shall be provided at an accessible place in each school for the use of the Association for the purpose of posting material dealing with proper and legitimate Association business.

B. The Association shall have free and unhindered use of school mailboxes for the purpose of distributing appropriate material to its members.

ARTICLE XVII. DURATION

This Agreement shall be effective as of July 1, 2006 and continue in full force and effect until June 30, 2009.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 2nd day of February, 2008.

FOR THE
MALVERNE UNION FREE
SCHOOL DISTRICT:

By [Signature]
Dr. James Hunderfund, Superintendent

FOR THE
MALVERNE CUSTODIAL AND
MAINTENANCE UNIT OF CSEA:

[Signature]
Robert Brooks
CSEA
Labor Relations Specialist