

TABLE OF CONTENTS

CUSTODIAL UNIT AGREEMENT

ARTICLE I - RECOGNITION	1
ARTICLE II - PROCEDURES	1
Section 1 - Conduct of Negotiations	1
Section 2 - Resolution of an Impasse	4
Section 3 - Other Work Stoppages	4
ARTICLE III - DEFINITIONS	5
ARTICLE IV - WORKING CONDITIONS	5
Section 1 - Work Week	5
Section 2 - Lunch Period	6
Section 3 - Evening Shift Hours	6
Section 4 - Overtime; Emergencies	6
Section 5 - Holiday Pay; Differential, Lead Man	7
Section 6 - Weekend Patrol	7
Section 7 - Coffee Breaks	8
Section 8 - Prior Work Experience	8
Section 9 - Vacation	8
Section 10 - Vacation	9
Sections 11 & 12 - Work Boots & Clothes	9
Section 13 - Out-of-Title	10
Section 14 - Statement of Hours & Pay	10
Section 15 - Responsibilities During Bomb Scare	10
ARTICLE V - PROMOTIONS	10
ARTICLE VI - PROTECTION OF NON-TEACHING EMPLOYEES	11
Section 1 - Protection, Section 75	11
Section 2 - Seniority, Transfers, Layoffs	11
Section 3 - Assaults	12
ARTICLE VII - ON-THE-JOB-INJURIES	12
Section 1 - Absences Due to On-The-Job-Injuries	12
Section 2 - Period of Absence	12
Section 3 - Recovery of Money Damages	13
Section 4 - No Deducted Sick Days	13
ARTICLE VIII - INSURANCE	13
Section 1 - Health Insurance, Empire	13

Section 2 - Life Insurance	14
Section 3 - Dental Insurance, EBF	14
Section 4 - Disability Insurance	15
ARTICLE IX - RETIREMENT BENEFITS	16
Section 1 - 41J Option	16
Section 2 - Salary Increments	16
Section 3 - Paid Sick Days	16
ARTICLE X - LEAVE ALLOWANCE	16
Section 1 - Personal Illness	16
Section 2 - Absences for Illness/Death in Immediate Family	17
Section 3 - Absences for Death of Relative Other than Immediate Family	17
Section 4 - Court/Govt. Agency Appearance	17
Section 5 - Jury Duty	18
Section 6 - Holidays	18
Section 7 - Absences for Personal Business	18
Section 8 - Absences for Extended Illness	19
Section 9 - Organizational Conference Days	21
Section 10 - Child Care Leave	21
Section 11 - Snow Emergencies	22
ARTICLE XI - SALARY SCHEDULE	22
Section 1 - Increases	22
Section 2 - Steps	22
Section 3 - Longevity	23
Section 4 - Pay Dates	23
ARTICLE XII - PERSONNEL FILES	24
ARTICLE XIII - TRANSFER AND REASSIGNMENT	24
ARTICLE XIV - ASSOCIATION BUSINESS	25
ARTICLE XV - DUES DEDUCTIONS	26
ARTICLE XVI - GRIEVANCE PROCEDURES	27
Basic Principles	27
Procedural Requirements	28
First Stage	28
Second Stage	28
Third Stage	29
Review Stage	29
Board Stage	30
General	30

Amendments	30
Distribution of Procedures	30
Grievance Procedure	30
ARTICLE XVII - MUTUALITY OF OBLIGATION	31
ARTICLE XVIII - PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT	32
ARTICLE XIX - DURATION	33
SIGNATURES TO CONTRACT	
CUSTODIAL HOLIDAY SCHEDULE	
SALARY SCHEDULES	

AGREEMENT made this 4th day of December, 2007 by and between the Board of Education, Oyster Bay-East Norwich Central School District, New York, Town of Oyster Bay, County of Nassau, State of New York, hereinafter referred to as the "School Board" and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, hereinafter referred to as the "Association".

ARTICLE I - RECOGNITION

The School Board hereby acknowledges that the Association represents a majority of the Custodial and Ground-Crew personnel employed by the School Board during the regular and summer school sessions. Accordingly, and in compliance with Article 14 of the Civil Service Law, the School Board hereby recognizes the Association as the exclusive representative and negotiating agent for all personnel in the custodial and ground-crew departments with respect to wages, hours, and other terms and conditions of employment, and for the administration of grievances arising out of the terms and conditions of such employment during the period of implementation of this agreement.

ARTICLE II- PROCEDURES

Section 1 - Conduct of Negotiations

A. The Association and the School Board shall each designate a Negotiating Committee. Each Negotiating Committee shall be empowered to make firm recommendations to the Association membership and the School Board, respectively, after negotiations.

B. The Negotiating Committee of the Board of Education agrees to explore the feasibility of negotiating certain fringe benefits areas that are not directly tied to other employee

groups which may be awarded separately to custodial employees of the district during future negotiations.

C. The parties shall meet jointly in negotiating sessions to negotiate wages, hours, and terms and conditions of employment, and the methods and procedures for the administration of grievances under the Agreement. Such negotiating sessions shall be held by mutual agreement. If an Agreement has not been concluded by February 15th, the parties shall establish a schedule of negotiating sessions to be held at mutually agreed upon times and places to conclude the Agreement before the Impasse Date. The Committees may mutually agree to waive any meeting.

D. Each party may avail itself of such technical and professional assistance as it, in its discretion, deems necessary. Such persons may be present at the negotiating sessions.

E. The parties shall furnish each other with such information as may be necessary to fulfill their respective obligations under the law.

F. Any negotiations conducted during schools hours shall not result in lost wages to participating personnel.

G. Decisions or firm recommendations, as the case may be, reached at negotiating sessions by the Committees shall be reduced to writing and presented to the Association and School Board for final approval. Until such decisions or recommendations are initialed by representatives of the Association and School Board, they shall not be released for publication as the final decision of either party.

H. The Agreement, as approved by the School Board and the Association, shall be reduced to writing, signed by the authorized representatives of the respective parties, and reproduced in sufficient numbers for distribution to the Custodial and Ground-Crew departments

and such members of the supervisory staff as the School Board may desire. The parties shall exchange signed copies of the Agreement.

Section 2 - Resolution of an Impasse

A. An impasse may be deemed to exist if no agreement is reached at least sixty (60) days prior to the budget submission date.

B. In the event that impasse is declared or exists, the parties may meet, informally and confidentially, with a third party in accordance with these provisions of the Taylor Law concerning impasse, in an attempt to resolve the issues which led to the impasse.

C. In the event that an impasse still remains, the parties agree that the statutory procedures then in force and effect under the laws of the State of New York will be followed until the impasse is resolved.

Section 3 - Other Work Stoppages

In the event that the schools of the District are closed by reason of any dispute that may exist between the School Board and any other employees or persons who are not party to this Agreement, then the parties hereto agree that the relationship between them under this Agreement shall continue and that the employees referred to in this Agreement shall not become involved in any such dispute in any way and shall be guaranteed employment and payment for their services as long as the said employees shall continue to perform their services in accordance with present policy and under the terms and conditions of this Agreement.

ARTICLE III - DEFINITIONS

- A. "Employer" shall mean Board of Education, Oyster Bay-East Norwich Central School District, Town of Oyster Bay, County of Nassau, Oyster Bay, New York.
- B. "Chief School Administrator" shall mean the Superintendent of Schools, who is the executive officer of the Board of Education.
- C. "Employee" shall mean Custodial and Grounds-Crew employee of Oyster Bay-East Norwich Central School District who is employed under Civil Service regulations.
- D. "Supervisor" shall mean any person who is assigned to exercise any level of supervisory responsibility over Custodial and Ground-Crew employees
- E. "Grievance" shall mean any alleged violation, misinterpretation or inequitable application of the laws, rules, procedures, regulations, administrative orders or policies governing this district which in any way relate to or involve the health or safety of any custodial employee, the physical facilities, materials or equipment furnished to or provided for such custodial employee, or which may involve the provision of any such custodial employee and shall further include alleged violation or misinterpretation of any of the terms or conditions of any agreement negotiated by the said custodial employees' duly authorized bargaining agent and the Board of Education.

ARTICLE IV - WORKING CONDITIONS

Section 1

- A. Forty (40) regular working hours per week for Custodial and Grounds-Crew personnel.

B. Grounds-Crew hours shall be from 7:00 am to 4 pm throughout the year.

C. The regular work week for Custodial and Grounds-Crew personnel shall be from Monday through Friday.

Section 2

The Head Custodian in each building may arrange for an appropriate lunch period of one (1) hour for the day custodians in his building with the approval of the Building Principal and the Assistant Superintendent.

Section 3

The hours of work for the evening shift shall be for an eight (8) hour period plus an additional one (1) hour meal period between the hours of 3:00 pm and 12:00 am as required.

Section 4

A. Time and-one half pay for all overtime work beyond eight (8) hours in any given day, or for all work prior to regular starting time and all work after regular quitting time. Any hour over one-half hour shall be compensated to the next hour. Requests for overtime shall be made on the proper form twenty-four (24) hours in advance, except in extreme emergencies.

B. The hourly rate of overtime shall be equal to time and one-half of the regular hourly rate of the employee, including Saturdays.

C. In emergency situations excluding situations of a minor nature, when an employee is required to work overtime on a non-continuous basis, he shall be guaranteed a minimum of four (4) hours work at an overtime rate of pay in accordance with the provisions of this article.

D. Overtime work shall be granted on a rotation basis within a given building when administratively feasible.

E. Excluding emergencies, and when possible, custodial employees shall be notified forty eight (48) hours in advance of changes in shifts.

F. An employee placed on standby will be paid for half the hours requested at the normal rate of pay for the time period if not required to work.

G. An ADT call will be paid at double time for the first hour, any additional hours worked will be paid at time and one half.

Section 5

A. The employees (full time) base rate of pay plus double the base rate of pay shall be paid for any time that is worked on Sundays and regular holidays listed under Article X of this contract, excluding weekend patrol.

B. There shall be a shift differential of seven (7) percent for all evening shifts starting at 3:00 pm or thereafter.

C. There shall be a lead man assigned at the high school to supervise night crew custodial activities. He shall be responsible directly to the high school Head Custodian. Compensation for this position shall amount to \$200 per annum in addition to his base rate of pay and night crew differential.

Section 6

All custodial personnel, including building Head Custodians shall perform weekend patrol on a rotating basis for one (1) month periods. Custodial personnel shall be reimbursed at the rate of 1.5 hours at double time. Patrol duties shall consist of a complete building check and the performance of emergency functions necessary to insure the safety and security of the building. Patrols shall be performed on those days, including holidays, during which the custodial staff

would not be working. Head Custodians shall provide the Assistant Superintendent with a complete annual roster of patrol assignments on or before July 1st. Head Custodians shall provide the Assistant Superintendent with roster changes not later than a twenty-four (24) hour period preceding the effective time of such changes.

Section 7

Employees shall have a coffee break not in excess of fifteen (15) minutes in the morning. Evening shift personnel shall be provided a 15 minute coffee break. Coffee break schedules shall be established by the Head Custodian and approved by the building principal and Assistant Superintendent. Copies of such schedules shall be filed with the Assistant Superintendent and the building principal. Situations deemed to be of an emergency nature by the building principal, Assistant Superintendent, or the Head Custodian will provide cause for altering such coffee break schedules.

Section 8

All employees new to the district and appointed by the School Board may be granted credit for prior related work experience in the district up to a maximum of three (3) years.

A. No person shall be employed by the district in a non-teaching capacity who is not qualified under applicable Civil Service Laws and regulations.

Section 9

A. Vacation allowances from date of employment:

2 weeks annual leave after one full year of service.

3 weeks annual leave after five full years of service.

4 weeks annual leave after ten full years of service .

B. Each employee reaching 15th, 20th and 25th employment anniversary will receive one extra week's vacation for that year only on the next July 1st date.

Section 10

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

B. If a starting date for full time employment occurs on or prior to the 15th day of the month, a full day of vacation shall be credited for that month. If a starting date is after the 15th, there will be no vacation credited for that month. In no event, however, shall new employees accrue more than a ten (10) day vacation period (total) during their first year of employment. The same principle will be applied to computing vacation for the last month of employment preceding termination. Annual vacation compensation will be paid together with the employee's had paycheck prior to the start of the approved vacation.

Section 11

The school district will furnish and service permanent press uniforms for custodial personnel. An allowance of \$90.00 annually toward the purchase of boots will be made to each full time permanent employee in this unit upon presentation of a valid receipt of purchase.

Section 12

In addition to the uniform provisions of Section 11 of this Article, each Grounds-Crew employee shall be provided with two pairs of heavy weight pants and one heavy weight jacket annually, for winter use.

Winter coats will be provided to all employees.

Section 13

Any custodial employee working above title, due to an extended absence of an employee in a higher salary category, excluding vacations, for a continuous period in excess of three (3) weeks, shall be compensated for that period of time in excess of three (3) weeks at a rate equal to the grade of the position being filled and at the substitute's experience salary step.

Section 14

At the outset of the new contract period, or as soon as possible thereafter, each Custodial and Grounds-Crew employee shall be furnished with a statement listing his individual annual contract salary and related hourly salary for the school year.

Section 15

Building principals shall be advised in writing by the Assistant Superintendent that Custodial and Grounds-Crew personnel shall not be required to check lockers or other such installations in the event of a bomb scare.

ARTICLE V- PROMOTIONS

Section 1

Custodial and Grounds-Crew Employees shall be informed of all custodial and grounds personnel employment vacancies on all grade levels.

Section 2

Salaries are to be compensated on a lateral move, i.e., from the present step in schedule to the same step of the new title schedule.

ARTICLE VI - PROTECTION OF NON-TEACHING EMPLOYEES

Section 1

All employees are afforded the protection of Section 75 of the Civil Service Law.

Section 2

- A. Seniority shall be based on the date of commencement of employment in the district.
- B. Transfers shall be honored on a seniority basis within the same Civil Service title and according to the individual's qualifications.
- C. If layoff become necessary within the district, provisional title holder shall be laid off before any permanent employees with the same Civil Service title shall lose any time. If, after all provisional and probationary employees have been laid off, other reductions in the work force are necessary, the employer shall lay off in accordance with the principles of seniority within the district and within similar Civil Service titles. The last person hired shall be the first person laid off and the last person laid off shall be the first person rehired.
- D. Before hiring any new employees, the available work must first be offered to employees of the same Civil Service title on layoff by sending a written notice to the employee by registered or certified mail, return receipt requested, directing him to return to work at a time and date not less than seven (7) working days from the date of the mailing of such notice.
- E. Officers of the Association shall be given the highest seniority while in office for purposes of determining seniority as it is applied to the layoff procedure under the terms and conditions of this Agreement.

Section 3

Non-teaching employees shall be required to report all cases of assault suffered by Custodial and Grounds-Crew employees while on duty and/or civil action filed against them in connection with their employment to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such within three (3) days.

The school counsel shall inform the employee immediately of his rights under the law.

Section 4

The School Board agrees to provide legal counsel to defend any employee in any action arising directly out of his employment by reason of an authorized action taken against a student by such employee.

ARTICLE VII - ON-THE-JOB-INJURIES

Section 1

For Absences due to on-the-job injuries, Custodial and Grounds-Crew employees shall receive a maximum of five (5) days leave, without lost of pay. This leave, resulting from on-the-job injuries, shall not be deducted from accumulated sick leave nor shall it be cumulative. It is agreed that employees may be requested to see the district physician for verification of such injuries.

Section 2

On-the-job injuries resulting in a period of absence in excess of five (5) days shall be governed by the provisions of the Workers' Compensation laws. Custodial and Grounds-Crew employees shall receive the difference between Workers' Compensation benefits and their full salary after the five (5) day period of absence and for the duration of time for which coverage is

provided under Workers' Compensation.

Section 3

If any employee injured as aforesaid shall recover money damages from a third party as described in Section 29 of the Workers' Compensation law, said employee, after having satisfied the Workers' Compensation lien, doctor's lien, and attorney's fee arising out of said accident, shall reimburse the School Board for any salary paid to said employee hereunder out of but not in excess of the proceeds of said recovery against said third party. The School Board reserves the right to waive its rights hereunder as it may deem to be in the interest of justice.

Section 4

No sick days shall be deducted from employees' sick leave for such injury during the duration of time for which coverage is provided under Workers' Compensation Law.

ARTICLE VIII - INSURANCE

Section 1 - Health Insurance

A. The Board of Education will pay 100% of the cost of individual or family health insurance premium less 1% of the July 1 base salary for each employee limited to \$350 effective July 1, 1995. (Code 12 - Individual and Dependent Family Statewide Plan establishes the maximum for the amount to be paid.) Effective January 1, 2007, unit members shall contribute 12% of the cost of their health insurance premiums (individual or family). Effective July 1, 2007, unit members shall contribute 15% of the cost of their health insurance premiums (individual or family). The employee deduction will be pre-tax dollars using Section 125 of the IRS Code for said deduction.

B. An employee who is fully covered by another plan has the option of canceling

either individual or family health insurance. Those employees who take the option to cancel the District's health insurance for individuals will receive \$500 per year. Those employees who take the option of canceling the District's health insurance coverage for his/her family will receive \$1,000 per year. Employees who take advantage of this option of canceling either individual or family health coverage do have the right to come back to the District for individual and family coverage.

C. A change in health insurance carrier to self insurance may occur provided:

1. The change in carrier is mutually agreed to by the District and the Civil Service Employees Association.
2. The proposed carrier offers the same or substantially the same coverage.

Section 2 - Life Insurance

The Board of Education will pay 63% of the premium for group life, accidental death and dismemberment insurance in an amount of two times the employees's annual salary to the nearest One Thousand (\$1,000)dollars.

Section 3 - Dental Insurance

Effective July 1, 2005, the Board of Education shall contribute 75% of the premium cost. The Board of Education shall continue to contribute 75% of the premium cost for the 2006-2007 year. However, the Board of Education's contribution towards dental insurance shall remain at the same dollar amount for the remainder of the contract, as the Board of Education's contribution for the 2006-2007 year.

The plan selected shall be mutually agreed upon between the bargaining agent of these groups and the Board of Education.

Section 4 - Disability Insurance

A. The Board of Education will pay 100% of the cost of providing the New York State Disability Insurance Program.

B. The benefits of this plan will become effective when and after an employee:

1. Utilizes all his accumulated sick days.
2. 90 days of the Extended Sick Leave provision of this contract (employees will less than 14 years service)

OR

3. 180 days of the Extended Sick Leave provisions of this contract (employees with more than 14 years of service).

A. Filing of Claim within the first twenty (20) days of the disability it shall be the responsibility of the employee or his designee to file such claim with the district. It is understood that all monies received by the individual will be returned to the district by the recipient employee on a regular basis. A separate account will be established by the district to reflect said receipts. These accumulated funds combined with any remaining benefits under the Extended Illness provision of this contract shall be utilized to reimburse said employee up to 100% of his salary at the time of his disability. Upon the expiration of any of the aforesaid disability benefits, any remaining benefits shall be paid to the employee on the basis of that which yields a greater benefit to the employee. At no point in time shall any of these benefits exceed 100% of the employee's income at the time his disability commenced.

ARTICLE IX - RETIREMENT BENEFITS

Section 1

The School Board agrees to pay the full cost of the Custodial and Grounds-Crew Employees' retirement contribution to the New York State Employees Plan (75-I), including option 41-J.

Section 2

Additional salary increments may be granted by special action of the Board of Education, after review of the recommendation of the Superintendent of Schools, to any employee who has served the district for five (5) years or more and who is within two (2) years of retirement, providing proper affidavits of the intention to retire are submitted by the person concerned; two years prior to retirement. The schedule is as follows:

Year:	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Next to Last Year	\$400	\$400	\$400	\$400
Year of Retirement	\$400+\$1100	\$400+\$1100	\$400+\$1100	\$400+\$1100

Section 3

Employees will be paid up to 100 days at \$100 per day for accumulated sick days upon retirement.

ARTICLE X - LEAVE ALLOWANCE

Section 1 - Personal Illness

Regularly employed Custodial and Grounds-Crew Personnel shall be entitled to approved absences of twelve (12) working days per year, cumulative to 200 sick-leave days without loss of salary.

- a. Employees absent for more than five (5) consecutive working days because of

personal illness shall be required to submit a doctor's certificate as evidence of such illness.

Section 2 - Absences for Illness or Death in the Immediate Family

A. For all absences due to illness or death in the immediate family, five (5) days without loss of pay shall be allowed annually.

B. The "Immediate Family" includes wife, husband, father, mother, brother, sister, son, daughter, mother-in-law, father-in-law, or other relatives living under the same roof, or a person who exercised parental control over the individual as a minor for five (5) years or more.

C. The number of days allowed for illness or death in the immediate family as defined above shall not be cumulative.

Section 3 - Absences for Death of Relative Other Than Immediate Family

A. For absences for death of brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparents, aunt, uncle, cousin, one (1) day leave without loss of pay shall be allowed.

B. The number of days allowed for death of relatives other than immediate family as defined above shall not be cumulative.

Section 4 - Court and/or Governmental Agency Appearance

The number of days necessary will be allowed without loss of personal business days or salary 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 required by court order or subpoena to appear in any federal, state, county, town, or village judicial or quasi-judicial proceeding, or personally involved therein.

C. Selective Service examination shall be excused without loss of pay for such purpose.

D. Fees received shall revert to the School Board.

Section 5 - Jury Duty

Notice of jury duty must be submitted to the school principal, Assistant Superintendent, or the designated officer at the earliest time possible. Jury fees received by said employee shall revert to the District. If an employee is assigned to a night shift, he will be excused for duty in accordance with the provisions covering day shifts.

Section 6 - Holidays

There shall be seventeen (17) paid holidays included in the work calendars (annually) for Custodial and Grounds-Crew personnel and one floating holiday. These days shall not be in conflict with the respective year's school calendar when finally adopted by the Board and shall be acceptable to the Board of Education.

Section 7 - Absences for Personal Business

A. For absences due to urgent personal business, two (2) days leave without loss of pay shall be allowed annually provided written notice is given the employee's immediate superior, forty-eight (48) hours in advance and that the immediate superior and the Superintendent of Schools or his designee grant approval. In the event of an emergency, the aforementioned forty-eight (48) hour notice would, at the discretion of the immediate supervisor, the Superintendent of Schools or his designee, and upon written request of the employee, be waived. The aforementioned request should include a statement of the nature of the emergency.

B. Allow transfer from two sick days to personal days with no additional accumulation to total days.

C. At the end of the year, unused personal days will be added to the employee's sick bank.

Section 8 - Absences for Extended Illness

A custodial employee who will exhaust his/her accumulated days for personal illness shall submit a letter to the Superintendent of Schools requesting that he/she be placed on the plan as described herein for extended illness according to the employee's years of service in the Oyster Bay-East Norwich Central School District and its predecessor district, if applicable. The Superintendent of Schools may grant the benefits of the plan described herein to said employees who apply for same in accordance with the following procedures.

A statement from the employee's attending physician should accompany the request. The physician's statement should describe the nature of the illness, the possible duration of the illness and an estimated time when the employee might reasonably be expected to resume his/her duties.

An extended illness is defined as an illness of thirty (30) or more consecutive calendar days.

An extended illness must be verified in a written statement by the employee's attending physician. In the case of continued illness, the Superintendent may request the employee to provide additional verification from the attending physician. The Board of Education reserves the right to have the employee examined by a physician of its own choosing. In the event of a difference of opinion between physicians, the opinion of the Board's physician shall prevail.

An individual who has been on extended sick leave and has returned to work who suffers a relapse or recurrence of the same illness may request on continuance of the unused portion of the extended leave provisions by submitting a request and a statement from the attending physician with the same information as requested initially. Such continuance must be requested within ten (10) working days of the first day of extended sick leave. Upon approval of the Superintendent, the employee will then receive the benefits at the point reached when he/she returned to duty prior

to the relapse or recurrence of the illness.

<u>Schedule of Payments</u>	<u>Years of Service</u>			
	<u>1-3 Mo.</u>	<u>4-6 Mo.</u>	<u>7-8 Mo.</u>	<u>9-10 Mo.</u>
Less than 10 Years	Full	3/4	1/2	1/4
10-14 Years	Full	3/4	1/2	1/2
15-19 Years	Full	Full	3/4	1/2
20+ Years	Full	Full	3/4	3/4

Limitations & Conditions

1. Monthly payments to any individual shall not be in excess of \$1,720 for the 2005-06 school year; \$1,803 for the 2006-07 school year; \$1,848 for the 2007-08 school year. For the 2008-09 school year, the maximum monthly payment will be increased by the CPI used for transportation contracts as per SED numbers.
2. Monthly payments will be made during the period the employee is legally entitled to payments.
3. Payment under this policy will be less any amount received by the employee from Workers' Compensation or any insurance provided by and paid for in fully by the Board of Education or prorated if partial payment is made by the Board of Education.
4. In the event that there is a third party action available to the employee who may be injured in an accident, the school district shall be reimbursed for out-of-pocket expenses from proceeds received by the employee as a result of lost work time by reason of such action he may take against any such third party.
5. The provisions of this policy are limited to a maximum of ten (10) months including any relapse or recurrence of the same illness.

- f. No employee shall accrue sick days while receiving the benefits of this policy.

Reimbursement for Sick Days

For individuals with 100 days of accumulated sick days, half the unused sick days for that year (maximum of 6 days) may be reimbursed at the daily per diem pay if the employee chooses to turn in these days.

Reinstatement of Provisions

A person who has exhausted the provisions of this extended illness policy may be eligible for the reinstatement of its provisions after the employee has completed an additional two years of continuous full time service within the district.

Section 9 - Organizational Conference Days

The President of the Association, or his designee, shall be entitled to attend professional conferences with which the Association is affiliated for a period of time not to exceed three (3) days during the contract year. Written notice from the person attending the conference shall be sent to the Superintendent of Schools at least seven (7) working days prior to the first day of absence.

Section 10 - Child Care Leave Upon Request

Upon request, tenure and non-tenure female custodial employees will be granted leaves of absence without pay not to exceed one (1) year. She shall be reinstated in the same or comparable position upon her return providing a three (3) month notice of the employee's intention to return is provided the Superintendent of Schools, in writing. Employees shall request such leaves as soon as the pregnancy is known and shall not continue working beyond the fourth month of pregnancy.

Section 11 - Snow Emergencies

When school is closed due to a snow emergency, and when no other non-instructional personnel are required to be in attendance, those Custodial and Grounds-Crew employees who report for work shall be paid at double time plus their base rate of pay. It is understood that all Custodial and Grounds-Crew employees will report for work unless directed not to report, in which case, these employees would be paid at regular rates of pay. Employees who are requested to work on a snow day and do not come to work will have a day's pay deducted.

ARTICLE XI - SALARY SCHEDULE

Section 1

The attached salary schedules (Appendix A) shall be in effect for the 2005-06, 2006-07, 2007-08, and 2008-09 school years.¹

July 1, 2005 - June 30, 2006 - 4% plus increment

July 1, 2006 - June 30, 2007 - 4% plus increment

July 1, 2007 - June 30, 2008 - 4% plus increment

July 1, 2008 - June 30, 2009 - 3.25% plus increment

Section 2

In the second year of the Agreement, 2006-07, all members of the bargaining unit who were hired before May 2006 and who have at least one year of District service will have their anniversary date, for purposes of step movement and longevity eligibility, as follows:

- a. Unit members whose anniversary dates fell on or between July 1 and December 31,

¹Pursuant to the parties' 2001-04 Agreement, the following unit members who had attained seven or more years of District service as of July 1, 2001 were entitled to a one-time payment of \$1,000 to be added to their base salary: Richard Caramis, Nicholas Rosano, William Arians, Michael Rossel, Paul Scott Lyle, Pedro Diaz and Patrick Acquilino.

will now be July 1. Unit members whose anniversary dates fell on or between January 1 and June 30, will now be January 1.

- b. All unit members hired on or after May 2006 shall have either a July 1 or January 1 anniversary date, depending on their date of hire as outlined in subparagraph "a" above, provided, however, that such unit members shall not be entitled to step movement or longevity eligibility less than one full year following actual hire date. For example, a unit member hired October 1, 2006 will have a January 1, anniversary date but will be first eligible for step movement on January 1, 2008, and on each succeeding January 1. Such unit member shall be eligible for a 10 year longevity payment on the January 1 following completion of 10 years of District service.

Section 3

There shall be no more than seven (7) steps in any pay plan exclusive of longevity steps.

Section 4

An additional amount of \$1,000 for longevity shall be added to the custodial employee's annual base rate of pay after completion of ten (10), fifteen (15), twenty (20), and twenty-five (25) years of service..

Eligibility for longevity is cumulative and shall be determined in accordance with the individual's completion of ten years of service; i.e., the amount would be prorated following the anniversary day.

Section 5

Pay days shall be on a bi-weekly basis.

ARTICLE XII - PERSONNEL FILES

Section 1

Upon request by the employee, he/she shall be permitted to examine his/her own official employment and personnel file.

Section 2

The School District shall reproduce for the employee, upon request, one (1) copy of pertinent material in his file, at the discretion of the Superintendent of Schools or his designee.

Section 3

A member of the Custodial and/or Grounds-Crew staff may have entered into his personnel file his written rebuttal to any derogatory statements contained therein, as provided by law.

ARTICLE XIII - TRANSFER AND REASSIGNMENTS

Section 1

The School Board recognizes that frequent reassignment and/or transfer of non-teaching employees from one school to another is disruptive to the efficiency of the maintenance of the district. It interferes with optimum employee performance. Although the Association also recognizes that some flexibility in regard to the employee's transfers must remain with the administration, a substantial degree of stability must be provided for all employees. Therefore, it is agreed as follows:

A. Non-competitive Positions - Lists of non-competitive Custodial and Grounds - Crew vacancies and/or new non-competitive Custodial and Grounds-Crew positions created in the district shall be made available to all Custodial and Grounds-Crew employees. In filling such positions, preference shall be given to those presently employed over those newly appointed and

should be based on length of service in Oyster Bay-East Norwich Central School District. Those applicants with greater length of service shall be given preference.

B. Competitive Positions - Civil Service requirements shall be applied in filling competitive Custodial and Grounds-Crew positions. In the absence of an established Civil Service list or when the district has unsuccessfully exhausted an existing Civil Service list for a competitive Custodial or Grounds-Crew position, the provision of "A" above shall apply.

C. When transfer or reassignment of Custodial and Grounds-Crew employees is necessary, to the extent possible all volunteers in title shall first be transferred and/or reassigned. Subsequent transfers would be made on the basis of years of service in title to the district; those lowest in title and in service shall be reassigned first.

ARTICLE XIV - ASSOCIATION BUSINESS

Section 1

Permission shall be granted for the reasonable use of district facilities for meetings upon written and timely application.

Section 2

Bulletin Board space shall be reserved at an accessible place in each school for the exclusive use of the Association for the purpose of posting material dealing with proper and legitimate Association business.

Section 3

Present administrative procedure regarding the presence of unauthorized personnel on school grounds shall be maintained.

ARTICLE XV - DUES DEDUCTIONS

Section 1

The School Board agrees to deduct from the salaries of its employees dues and insurance premiums for the Association as said employees individually and voluntarily authorize the School Board to deduct and to transmit such monies to the Civil Service Employees' Association, 143 Washington Ave., Albany, NY. 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.

Section 2

Deduction shall be made uniformly and consistently.

Section 3

A. Any Custodial and/or Grounds-Crew 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.

B. Credit Union - Unit members may authorize automatic payroll deductions of a specific amount to be deposited directly into an approved Credit Union account. Credit Union deductions shall be made during the first week of October and the first week of February.

Exceptions for emergencies will be decided by the Financial Loss Committee.

Section 4

If an employee chooses to revoke his payroll deduction authority, it shall be done in writing and be received by the Assistant Superintendent at least ten (10) working days prior to the payroll date on which said deduction is said to become effective.

Section 5

If the employee then changes his/her mind and signs another new payroll deduction card, he/she shall be afforded the payroll deduction right. Such changes must be presented to the Assistant Superintendent in writing at least ten (10) working days prior to the payroll date on which said deduction is said to become effective.

Section 6

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

Section 7

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

ARTICLE XVI - GRIEVANCE PROCEDURES

In compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees, and in order to establish the most harmonious and cooperative relationship between employees, supervisors, administrators, and members of the Board of Education, the School Board hereby establishes the following procedures, rules and regulations:

BASIC PRINCIPLES

1. Every employee shall have the right to present his/her grievances to his employer in accordance with the provisions of this policy, free from interference, coercion, restraint, discrimination, or reprisal, and the grievance procedure established under this policy shall provide the right to be represented at all stages.

2. It shall be the responsibility of supervisors, commensurate and the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as is practicable appropriate authority shall be delegated to such supervisors to enable them to carry out the purposes of this policy.

3. It shall be the responsibility of the Chief School Administrator to take such steps as may be necessary to give force and effect to these provisions.

PROCEDURAL REQUIREMENTS

Basic grievance procedure shall provide for at least two (2) procedural stages and an appellate stage for the settlement of grievances as set forth in this policy.

1. FIRST STAGE

The first procedural stage shall consist of the employee's presentation of his/her grievance to his/her immediate supervisor, who shall to such extent as he/she may deem appropriate, consult with his/her superiors. The discussion and resolution of grievances at the first stage shall be on an "oral and informal" basis. If such grievance is not satisfactorily resolved at the first stage, the employee may proceed to the second stage.

2. SECOND STAGE

The second procedural stage shall consist of a request by the aggrieved employee for a review and determination of his/her grievance by the Assistant Superintendent. In such a case the aggrieved employee and his/her immediate supervisor shall each submit a written statement setting forth the specific nature of the grievance. Thereupon, the Assistant Superintendent or his/her designee shall, at the request of the employee, hold an informal hearing at which the employee and, in accordance with the provisions of the grievance procedure, his/her

representative may appear and present oral and/or written statements or arguments. The final determination at the second stage of such grievance proceeding shall be made by the Assistant Superintendent or his/her designee.

3. **THIRD STAGE**

If such grievance is not satisfactorily resolved at the second stage, the aggrieved employee may submit a request to the Chief School Administrator for his/her determination. All written statements concerning the case shall be forwarded to the Chief School Administrator. He/she may request additional information and may call a hearing and shall make his/her determination.

If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the review stage.

4. **REVIEW STAGE**

There is hereby established an impartial review panel consisting of five (5) members. Three (3) members will be elected by the employees one (1) of whom shall be from the Custodial and Grounds-Crew group. The Chief School Administrator shall appoint two (2) members. Each person shall serve for two (2) years. The panel shall elect its own chairperson.

In the first year the people elected and appointed shall draw lots for a one year (1) or two year (2) term.

The aggrieved employee may make a written request to the chairperson of the Review Panel. The panel may request additional information and may call a hearing. The determination of the Review Panel shall be sent to the Chief School Administrator for a final determination. If the grievance is still unresolved, the aggrieved employee may appeal to the Board of Education.

5. BOARD STAGE

The aggrieved employee may make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education. The School Board may request additional information and may call a hearing. The Board of Education shall render a final decision within ten (10) working days.

GENERAL

Each stage of this basis grievance procedure shall take five (5) working days, wherever possible, except the Board stage.

AMENDMENTS

These procedures may be amended at any time by the Board of Education. The Custodial and Grounds-Crew staff may also submit proposed amendments to the Board of Education for consideration.

DISTRIBUTION OF PROCEDURES

A copy of these procedures and any amendments thereto shall be distributed to all members of the Custodial and Grounds-Crew staff and shall be filed with the State Civil Service Commission and the clerk of the school district within fifteen (15) days after their adoption. The procedures shall be open to public inspection, at reasonable times, with the clerk of the district or at the office of the Chief School Administrator.

CUSTODIAL AND GROUNDS-CREW GRIEVANCE PROCEDURE

FIRST STAGE
(Oral and Informal Basis)

Custodial & Ground-Crew Employees

SECOND STAGE
(Written Statement of Grievance)

Assistant Superintendent
Review & Determination

THIRD STAGE
(Second Stage Unsatisfactory)

Superintendent of Schools
Review & Determination

REVIEW STAGE
(Third Stage Unsatisfactory)

Review Panel - Non-Teaching Staff
Additional Information & Possible
Hearing

REVIEW PANEL DECISION

Superintendent of Schools
Final Determination

BOARD OF EDUCATION STAGE
(Review Stage Unsatisfactory)

Board of Education
Additional Information & Possible
Hearing

ARTICLE XVII - MUTUALITY OF OBLIGATION

Section 1

In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in full force and effect.

Section 2

The failure of either party to enforce any provision of this agreement shall not operate as a waiver thereof or of any other provision herein, and the agreement shall continue in full force and effect.

Section 3

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

Section 4

The within provisions constitute the entire Agreement between the parties and may not be modified or extended orally. Any changes or deletions herein must be accomplished by the same method expressed in writing and signed with the same formality. Negotiations hereunder shall not be reopened unless by mutual agreement between the parties.

ARTICLE XVIII - PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

In accordance with the Public Employee's Fair Employment Act (Sec. 204-A):

A. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.

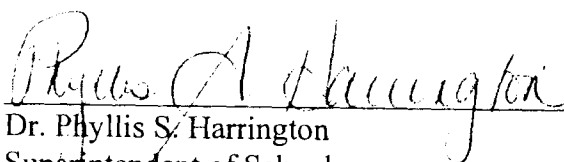
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

B. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the document accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

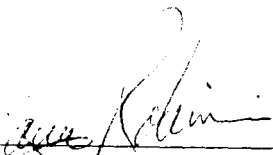
C. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment be furnished with a copy of the provisions of this section.

ARTICLE XIX - DURATION

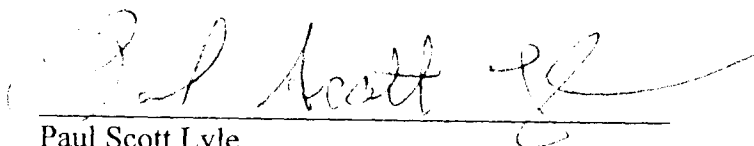
The provisions of this contract shall become effective July 1, 2005 and remain in force and effect until June 30, 2009.



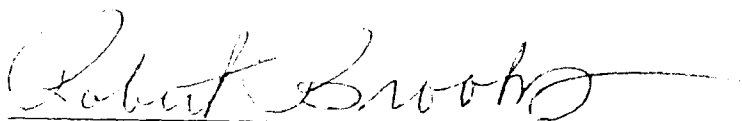
Dr. Phyllis S. Harrington
Superintendent of Schools
Oyster Bay-East Norwich Central School District



James Robinson
President, Board of Education
Oyster Bay-East Norwich Central School District



Paul Scott Lyle
President, Custodial Unit
Oyster Bay-East Norwich Central School District



Robert Brooks
Labor Relations Specialist
CSEA Inc. Local 1000, AFSCME AFL-CIO

OYSTER BAY - EAST NORWICH CENTRAL SCHOOL DISTRICT
 CUSTODIAL UNIT
 SALARY SCHEDULE

HEAD CUSTODIAN HS STEPS	2005/2006	2006/2007	2007/2008	2008/2009
1	50,608	52,632	54,737	56,516
2	52,742	54,852	57,046	58,900
3	54,869	57,064	59,347	61,276
4	56,996	59,276	61,647	63,651
5	59,065	61,428	63,885	65,961
6	61,195	63,643	66,189	68,340
7	63,303	65,835	68,468	70,693

HEAD CUSTODIAN JVS STEPS	2005/2006	2006/2007	2007/2008	2008/2009
1	48,714	50,663	52,690	54,402
2	50,820	52,853	54,967	56,753
3	52,902	55,018	57,219	59,079
4	54,980	57,179	59,466	61,399
5	57,075	59,358	61,732	63,738
6	59,182	61,549	64,011	66,091
7	61,252	63,702	66,250	68,403

HEAD CUSTODIAN TR STEPS	2005/2006	2006/2007	2007/2008	2008/2009
1	47,212	49,100	51,064	52,724
2	49,303	51,275	53,326	55,059
3	51,399	53,455	55,593	57,400
4	53,493	55,633	57,858	59,738
5	55,563	57,785	60,096	62,050
6	57,680	59,987	62,386	64,414
7	59,763	62,154	64,640	66,741

CUSTODIAN STEPS	2005/2006	2006/2007	2007/2008	2008/2009
1	43,958	45,716	47,545	49,090
2	45,576	47,399	49,295	50,897
3	47,213	49,102	51,066	52,726
4	48,816	50,769	52,800	54,516
5	50,466	52,485	54,584	56,358
6	52,072	54,155	56,321	58,151
7	53,732	55,881	58,116	60,005

OYSTER BAY - EAST NORWICH CENTRAL SCHOOL DISTRICT
 CUSTODIAL UNIT
 SALARY SCHEDULE

CLEANER STEPS	2005/2006	2006/2007	2007/2008	2008/2009
1	39,994	41,594	43,258	44,664
2	41,380	43,035	44,756	46,211
3	42,801	44,513	46,294	47,799
4	44,179	45,946	47,784	49,337
5	45,576	47,399	49,295	50,897
6	46,988	48,868	50,823	52,475
7	48,374	50,309	52,321	54,021

GROUND SUPERVISOR STEPS	2005/2006	2006/2007	2007/2008	2008/2009
1	47,265	49,156	51,122	52,783
2	49,303	51,275	53,326	55,059
3	51,334	53,387	55,522	57,326
4	53,401	55,537	57,758	59,635
5	55,444	57,662	59,968	61,917
6	57,470	59,769	62,160	64,180
7	59,223	61,592	64,056	66,138

GRUNDSKEEPER STEPS	2005/2006	2006/2007	2007/2008	2008/2009
1	43,669	45,416	47,233	48,768
2	45,105	46,909	48,785	50,371
3	46,604	48,468	50,407	52,045
4	48,095	50,019	52,020	53,711
5	49,594	51,578	53,641	55,384
6	51,068	53,111	55,235	57,030
7	52,560	54,662	56,848	58,696

LABORER STEPS	2005/2006	2006/2007	2007/2008	2008/2009
1	35,155	36,561	38,023	39,259
2	36,308	37,760	39,270	40,546
3	37,520	39,021	40,582	41,901
4	38,716	40,265	41,876	43,237
5	39,926	41,523	43,184	44,587
6	41,111	42,755	44,465	45,910
7	42,311	44,003	45,763	47,250