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AGREEMENT

BETWEEN

BOARD OF EDUCATION, HEMPSTEAD PUBLIC SCHOOLS

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION

July 1, 2004 to June 30, 2009

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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BOARD OF EDUCATION, HEMPSTEAD PUBLIC SCHOOLS
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION

AGREEMENT made and entered into this 31st day of January, 2008, by and between the BOARD OF EDUCATION OF HEMPSTEAD PUBLIC SCHOOLS, Town of Hempstead (hereinafter "Board"), and UNITED PUBLIC SERVICE EMPLOYEES UNION, 3555 Veterans Highway, Suite H, Ronkonkoma, New York (hereinafter "Union").

WITNESSETH:

WHEREAS, the collective bargaining agreement between the Board and the Union covering Custodial and Maintenance employees employed by the District expired by its terms June 30, 2004; and

WHEREAS, the parties have met and negotiated collectively over revisions and modifications in the wages, hours and terms and conditions of employment in the unit of employees involved, and have reached certain understandings which they desire to confirm in this agreement;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I – RECOGNITION OF THE UNION

A. The Board recognizes the Union as the sole and exclusive representative for collective negotiations and grievances, having unchallenged representation status for the maximum period described in Article 14, Section 208 of the Civil Service Law, for its Custodial and Maintenance personnel who are more fully described in Schedule "A".

B. Nothing in this Article shall preclude presentation of views in writing to the Board by any individual employee in the bargaining unit. In such case, however, the Board agrees,

upon written request of the employee, to notify the Union and to allow the Union's representative to attend as an observer any conference or meeting held between the employee and the Board on the contents of such presentation.

C. The Union shall be notified by the District of all new hires appointed to a probationary term.

ARTICLE II – DUES, INSURANCE AND CREDIT UNION PREMIUM DEDUCTIONS

A. The Board agrees to deduct from the wages of the employees covered by this Agreement each payroll period of each month, the regular membership dues and other authorized deductions provided that those employees have individually and voluntarily authorized the Board in writing to make such deductions, and to transmit monthly such monies to the Union at its offices at 3555 Veterans Highway, Suite H, Ronkonkoma, New York.

B. Deductions authorized by any employee in the bargaining unit shall continue as so authorized unless and until an employee notifies the Board of his/her desire to discontinue or change such authorization.

C. The rights of the Union and employee under this Article shall be in conformity and consistent with the requirements of Section 93(b) of the Municipal Law and Chapter 392 of the Laws of New York, 1967.

D. Notification of discontinuance of deductions shall be in writing, in duplicate, signed by the employee and submitted to the Board. On receipt of same, the Board shall immediately forward one copy of the notification to the Union.

E. The Union assumes full responsibility for the disposition of the funds so deducted once they have been transmitted to it.

F. The Board agrees also to deduct semi-monthly from the wages of each employee covered by this agreement and to remit to the Union at 3555 Veterans Highway, Suite H,

Ronkonkoma, New York, premiums for Union group life and/or accident and health insurance policies. Checks representing dues and agency fee deductions shall be made payable to the Metropolitan Life Insurance Co.

G. The Board also agrees to deduct semi-monthly from the wages of each employee covered by this Agreement and to remit, as directed in writing, such deducted monies to the Credit Union.

ARTICLE III – AGENCY SHOP

Pursuant to Section 208(3)(b) of the Civil Service Law, the Board agrees to deduct from the salary of any employee who is included or described in Article I(a), but who is not a member of the Union, an amount equivalent to the amount of dues payable by a member of the Union and that said deduction shall be made and remitted to the Union in accordance with Article II.

Any employee from whom an Agency Shop Fee has been deducted pursuant to this provision, who has any objection thereto, shall be limited to processing his/her objection in accordance with the Union's appeal procedures contained in a separate document governing such appeals, a copy of which is appended hereto for reference and information purposes only, and shall not otherwise be deemed an integral part of this agreement. The Union's appeal grounds and appeal procedures will at all times be no less than the minimum standards required by law. The Union shall indemnify the Board for any monetary claim against it by any employee which may arise out of or by reason of the Board's compliance with this provision. Such indemnity shall be limited to the actual monetary amount which any employee may successfully establish was deducted by the District and was transmitted to the Union illegally. Indemnity shall also include the providing legal service and court costs, if any.

The Union shall supply the Board with a list of its members at least 15 days prior to the deduction for agency fees. Employees whose names do not appear on such list shall be subject to the agency fee procedures in this Article.

ARTICLE IV – PROCEDURES

A. The Union shall initiate negotiations for a successor collective bargaining agreement by making written proposals to the Board, prior to February 1st, 2009, and the Board agrees to negotiate with the Union in good faith effort to reach agreement concerning said proposals. Any agreement so reached shall apply to all custodial-maintenance personnel, shall be reduced to writing and signed by the Board and the Union as renewal, with modifications, of this contract.

B. During negotiations of any renewal of this Agreement the Board agrees to make available to the Union for inspection all public records of the District pertinent to items under discussion.

C. If such negotiations reach an impasse, the parties agree that the New York State Public Employment Relations Board's procedures on impasse shall apply subject to the reserved right of the Union and the Board to establish their own impartial arbitration group.

D. All discussions or negotiations shall be kept in strict confidence; no public release or disclosure shall be made until mutually agreed upon, or an impasse has been reached.

ARTICLE V – WORK HOURS; OVERTIME

A. The standard work week for all employees covered by this agreement shall be Monday to Friday, inclusive. The workweek for all custodial and maintenance employees covered by this agreement shall consist of 40 hours and the work year shall consist of 52 weeks, less paid vacation and paid holidays.

B. All employees shall be compensated for overtime work as follows:

1. For all work performed beyond 40 hours in any workweek, at 1.5 times the employee's regular hourly rate of pay.

2. All work performed on Sunday shall be compensated at 2 times an employee's regular hourly rate of pay.

C. For the purpose of computing overtime, all authorized absences shall be counted as time worked. Overtime hourly rates shall be compensated from an employee's total compensated hours. Daily overtime shall be paid as follows: on an 8 hour day, at 1.5 times his/her regular hourly rate of pay for all hours worked in excess of 8 hours.

D. Overtime will be paid on a bi-weekly basis provided the District receives work sheets at least five working days before submission of the payroll. Payment of such overtime will always be two weeks late.

E. District shall maintain a list of all workers available for overtime.

ARTICLE VI – VACATIONS

A. All full-time salaried employees shall receive paid vacation based on length of employment computed as of June 30th of each year for the vacation to be taken during the next immediate fiscal year beginning July, according to the following schedule:

Less than one year	1 day for each month's service not to exceed 10 days
More than one year but less than five years	10 days
Five years or more	15 days
Ten years or more	16 days
Eleven years or more	18 days
Twelve years or more	20 days

B. An employee's selection of vacation time shall be subject to the approval of the Director of Facilities. All employees are to receive no later than April 15th, written notice of all vacation accrued. All requests for vacation shall be submitted to the Director of Facilities no later than May 1st. In the event an employee fails to submit his/her request by the designated date, his/her vacation shall be taken in accordance with the determination of the Superintendent of Schools or his/her designee.

C. Vacation allowances at the time of an employee's resignation or retirement shall be administered in accordance with current Board practice.

ARTICLE VII – HEALTH INSURANCE; LIFE INSURANCE; DENTAL INSURANCE

A. The Board agrees to pay the full cost for the employee under either the individual or the immediate family plan under the State-wide option of the Empire Plan.

Effective July 1, 2000, all employees receiving individual coverage for health insurance under the State-wide option of the Empire Plan shall contribute \$100.00 annually toward the cost of such insurance. Effective July 1, 2000, all employees receiving family coverage for health insurance under the State-wide option of the Empire Plan shall contribute \$200.00 annually toward the cost of such insurance.

Effective April 26, 2007, Employees covered by any of the District's health insurance plans shall be required to contribute 5% of the premium cost of health insurance. Effective July 1, 2007, employees covered by any of the District's health insurance plans shall be required to contribute 8% of the premium cost of health insurance. Effective January 1, 2009, employees covered by any of the District's health insurance plans shall be required to contribute 10% of the premium cost of health insurance. The District will establish a plan to allow such contributions to be made on a pre-tax basis.

Employees shall be required to continue contributions at the same level as they contributed at the time of retirement.

B. The Board agrees to provide each employee covered by this agreement with \$10,000 group term life insurance policy at no cost to the employee. Employees may elect to purchase additional coverage at their own expense, to be paid for through a payroll deduction. Such election shall be made between September 1 and September 30 of each year.

C. The District will provide a dental program covering the individual employee with an option for the employee, at his own cost, to obtain coverage for his family under the same program. The annual dollar amount of the District's contribution under this program shall be \$553.00 per employee. Effective July 1, 2006, the annual dollar amount of the District's contribution under this program shall be \$589.00 per employee. Effective July 1, 2007, this contribution shall be \$625.00 per employee. Effective July 1, 2008, this contribution shall be \$661.00 per employee.

D. Probationary employees shall not receive health, dental or life insurance until they have completed four months of service in the District.

E. Health Insurance Buy Back

1. An employee who is enrolled in the health insurance plan or who is qualified for enrollment in the said plan and who meets the conditions set forth below may waive coverage under said plan, provided the employee meets the following conditions:

a) The employee certifies to the District, and provides appropriate documentation (i.e., enrollment card, policy of coverage, etc.) of permanent coverage with another health insurance provider, and provides that individual or family coverage (whichever is appropriate) is in effect.

b) The employee gives written notice to the District of discontinuance of coverage under the plan or waives enrollment in said plan by giving written notice thereof to the District no less than 30 days prior to the effective date of the discontinuance.

2. Three months from the date of the discontinuance of the enrollment in the plan or waiver of participation in the plan as above provided and quarter-annually thereafter the District shall pay to the said employee a sum equal to 50% of the amount that the District would have had to pay or incur liability for providing to the said employee health insurance, individual or family as the case may be, under the said plan for the preceding three months period.

3. The District shall reinstate coverage to any employee whose coverage was discontinued or waived as above provided within 30 days after written notice of reinstatement is given by the employee to the District by certified mail, return receipt requested.

4. Payment under paragraph "2" above shall be made by separate check, which check shall not include any payment to which the employee may be otherwise entitled to receive.

5. This paragraph may be terminated by the Union by 30 days written notice to the District.

F. The District shall allocate \$10,000 per year to establish a disability program through the District's insurance brokers. The program shall attempt to follow the proposals made by the Union in negotiations. The Union shall be consulted in the establishment of the program.

ARTICLE VIII – RETIREMENT PLAN

The Board agrees to provide a non-contributory 1/50th Guaranteed Retirement Plan, 75-G (Chapter 371, Laws of N.Y.), for the employees covered by this agreement. The Board

further agrees to adding Veteran's Service Credit as an available option towards pension credit for employees covered by this agreement. Employees may avail themselves of whatever death benefits are provided as part of the retirement plan.

ARTICLE IX – PERSONAL REASONS OR BUSINESS DAYS

In accordance with present Board policy, employees may be allowed paid time off to conduct personal business for any reason, up to a maximum of three days per annum. Employees hired after April 26, 2007 shall receive two days per year until the employee has completed 10 years of service to the District, at which time the employee shall receive three days per year. Except in cases of emergency, employees must request personal days at least three business days in advance. An employee seeking a personal day on less than three business days' notice must demonstrate good and sufficient reasons for the short notice.

ARTICLE X – DEATH IN THE IMMEDIATE FAMILY

Employees who are absent from school duties because of a death in their immediate family shall be allowed three days of paid absence where such days are consecutive scheduled work days following the date of death. In the event the deceased lived out of town (defined to mean 250 miles or more), then the paid days of absence shall be increased to five days. On the prior approval of the Superintendent, an employee may have additional paid absence days for death in the immediate family, which days shall be charged against annual sick leave. "Immediate family" shall be defined to mean grandparents, parents, parents-in-law, spouse, children, brother and sister, and close relatives (i.e., aunt/uncle) who resided in the household.

ARTICLE XI – LEAVES OF ABSENCE

The Board agrees to maintain its present policies and methods of administering and making determinations in individual cases regarding requested leaves of absence.

ARTICLE XII – SALARY SCHEDULES

A. The salaries in effect for the school year July 1st, 2004 to June 30th, 2009, shall be as follows:

1. Effective July 1, 2004, all employees who have the job title of cleaner and who were on the payroll as of July 1, 2004 and continuously remained on the payroll effective April 26, 2007 shall receive a one time, off the salary schedule lump sum payment of \$350. Effective July 1, 2004, all employees who have a job title of other than that of cleaner and who were on the payroll as of July 1, 2004 and continuously remained on the payroll effective April 26, 2007 shall receive a one time, off the salary schedule lump sum payment of \$550.

2. The base salary schedules shall be increased as follows:

Effective July 1, 2005	2% (increase based on the 2003-2004 schedule)
Effective July 1, 2006	3.5%
Effective July 1, 2007	3.5%
Effective July 1, 2008	4%

B. If new titles are created in the custodial and maintenance categories, salaries for these positions shall be negotiated by the District and the Union.

C. Whenever an employee is appointed by the Board of Education to a new or higher position within the District, the employee shall be placed on the appropriate salary schedule as of the next pay period following the Board of Education appointment.

ARTICLE XIII – WORKING OUT OF TITLE

Any employee who works beyond four days in higher rated work under a higher rated title will receive supplemental pay for work in such other title at such higher rate commencing after the 4th day on the following basis: One hundred (100%) percent of the higher rate if the

employee is certified for such title; fifty (50%) percent of the higher rate if the employee is not certified for such title.

ARTICLE XIV – EVENING AND NIGHT SHIFT DIFFERENTIAL

Any employees working on the evening shift shall receive an evening shift pay differential in the sum of \$650. For purposes of this Article any employee whose shift commences at 2 o'clock in the afternoon or at any time thereafter shall receive the evening shift differential compensation.

Any employees working on the night shift shall receive a night shift pay differential (instead of, not in addition to, evening shift differential) in the sum of \$950 per annum. For purposes of this Article, any employee whose shift commences at 7 o'clock in the evening or at any time thereafter shall receive the night shift differential compensation.

All employees working on the night shift shall receive their paycheck at 3:00 p.m. of the afternoon preceding the District payday.

ARTICLE XV – GRIEVANCE MACHINERY AND PROCEDURES

The Board and the Union agree upon the following grievance procedures for the governance of employee grievances:

A. Definitions

1. A "grievance is a claim based upon an event or condition which affects the interpretation, meaning or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of employees, and where possible to secure such solutions informally, and at the lowest administrative level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

Since it is important that grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event that a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

An employee with a grievance will first discuss it with his/her immediate superior, with the objective of resolving the matter informally. Level One of the grievance process must be

invoked within 10 school days of the time an aggrieved employee or the Union knows or should know of the dispute, or it shall be barred.

2. Level Two

a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within 10 days after presentation of the grievance and the aggrieved person wishes to process his grievance further, he/she shall file the grievance in writing with the Union within five days after the decision at Level One, or 15 days after the grievance was presented, whichever is sooner. Within five days after receiving the written grievance, the Union shall refer it to the Superintendent of Schools.

b) Within 10 days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person and a representative of the Union in an effort to resolve it.

3. Level Three

a) If the aggrieved is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within 10 days after he has first met with the Superintendent and the aggrieved person wishes to process his/her grievance further, he/she shall file the grievance in writing with the Union with five days after he has first met with the Superintendent, whichever is sooner. Within five days after receiving the written grievance, the Union shall refer it to the Board.

b) Within 10 days after receiving the written grievance, the Board shall meet with the aggrieved person and a representative of the Union in an effort to resolve it.

4. Level Four

a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within 10 days after he/she has first met with

the Board and he/she wishes to process his/her grievance further, he/she shall, within five days after a decision by the Superintendent or 15 days after he/she has first met with the Board, whichever is sooner, request in writing that the Union submit a grievance to arbitration. If the Union determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the school system and the employee, it shall submit the grievance to arbitration within 15 days after receipt of a request from the aggrieved person.

b) Within 10 days after such written notice of submission to arbitration, the Board and the Union will agree upon a mutually acceptable arbitrator from a list of arbitrators submitted by the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. For all grievances filed after April 26, 2007, the following five arbitrators shall be utilized on a rotating basis:

1. Robert Simmelkjaer
2. Janet Spencer
3. Howard Edelman
4. Martin Scheinman
5. Jay Siegel

In the event the parties are unable to agree on a member of the panel, whether in the initial selection of the panel or a replacement following the parties' agreement to replace an arbitrator on the panel, the American Arbitration Association shall be utilized to select the arbitrator(s) missing from the rotation.

c) The arbitrator so selected will confer with representatives of the Board and the Union and hold hearings promptly and will issue his decision no later than 20 days from the date of the close of the hearings or, if oral hearing has been waived, then from the date the final

statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which enlarges, expands upon, or is violative of the terms of this Agreement. The decision of the arbitrator will be advisory.

d) the costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Union.

D. Rights of Employees to Representation

Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or an officer or any employee organization other than the Union. When an employee is not represented by the Union, the Union will have the right to be present and to state its views at all levels of the grievance procedure.

E. Miscellaneous

1) If, in the judgment of the Union, a grievance affects a group or class of employees, the Union shall submit such grievance in writing to the Superintendent or his designee directly and the processing of such grievance will be commenced at Level Two. The Union may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2) Decisions rendered at Level One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Union. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, Paragraph 4(c).

3) All documents, communications and records dealing with the processing of a grievance will be available to the parties in interest.

4) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be utilized by the parties in interest in order to facilitate operation of the grievance procedure.

ARTICLE XVI – CREDIT FOR PRIOR WORK EXPERIENCE

All employees new to the District and appointed by the Board may, in the Board's discretion, be credited for prior related work experience.

ARTICLE XVII – CIVIL SERVICE LAW POSITION

A. Persons shall be employed by the Board within the bargaining unit who are qualified under Civil Service Laws and Regulations, where such apply.

B. In the event a competitive position becomes open, the District shall first request a promotional examination. If the District does not fill the open position on the basis of the promotional examination, it may request an open competitive examination. All decisions of the District shall be in its discretion, subject to the requirements of the Civil Service Law.

C. Employee seniority shall be governed by the New York State Civil Service Law and the Rules of the Nassau County Civil Service Commission, as amended from time to time. A copy of the Rule in effect as of the date this Agreement was prepared is annexed hereto.

D. The probationary period for all new employees shall be 26 weeks, computed from the day of appointment. If at the end of this period the employee's work is considered to be satisfactory by the employer, he/she shall be considered a permanent employee of the District and seniority shall date from the time of appointment.

ARTICLE XVIII – CALL-IN PAY AND EMERGENCY WORK

Employees called in for emergency work and for work at times other than when scheduled to work, shall receive a minimum of four hours pay at time and one-half except when called in for duty of raising and lowering school flags, for which they shall receive a minimum of two hours of pay at time and one-half. When such emergency work is performed on Sunday, however, the rate of pay shall be double time. "Boiler time" extra pay shall also be compensated under this agreement's overtime pay provision.

ARTICLE XIX – COFFEE BREAK

All eight hour shifts shall be entitled to a 15 minute coffee break.

ARTICLE XX – LUNCH AND SUPPER TIMES

A. Each full-time day employee shall be provided with a lunch hour or lunch time of one hour exclusive of the eight working hours. During the months of July and August they shall be provided with a lunch time of one-half an hour exclusive of the eight working hours.

B. Employees working the night shifts shall be granted a 30 minute supper break in addition to the eight hour working day.

C. No employee shall be permitted to leave the building during his/her break without prior consent and verbal notification to the chief or head custodian and properly signing in and out.

ARTICLE XXI – CHANGES IN WORKING CONDITIONS

Except where contradicted by specific provisions contained herein, the Board agrees to recognize present agreements and/or policies affecting the employees under this Agreement during the term of this Agreement, and further agrees that any changes in existing school policies relative to the working conditions of employees shall first be discussed with the Union and mutually agreed upon or resolved before being implemented.

ARTICLE XXII – DISCIPLINARY, GRIEVANCE AND ARBITRATION PROCEDURE

1. The District, through the Superintendent or designee, may discipline employees for just cause by reprimand, suspension without pay, demotion or discharge except that employees who have not completed the probationary period may be disciplined or discharged by the District, through the Superintendent or designee, in its sole discretion without recourse to the grievance and arbitration provisions of this agreement.

Step 1. Within ten work days after discipline occurs, a grounds and maintenance employee may grieve it by notice in writing to the Director of Facilities and custodians and cleaners may grieve it by notice in writing to the Principal of the school where the employee works or it will be barred. The Director of Facilities or Principal shall discuss the grievance with the employee and Union representative, and make such investigation as is appropriate. Within ten work days after presentation of the grievance, the Director of Facilities or Principal shall give an answer in writing to the employee.

Step 2. If the grievance is not settled in Step 1, the grievance may, within ten work days after the answer in Step 1, be presented in a written statement signed by the employee to the Superintendent or designee. The Superintendent or designee shall discuss the grievance with the employee and the Union representative, and shall make such investigation as is appropriate. Within ten work days after receiving the grievance the Superintendent or designee shall give a written answer to the employee.

Any disposition of a grievance from which no appeal is taken within the time limits specified shall be deemed barred. Failure to answer a grievance at any step shall not be deemed acquiescence thereto and the employee may proceed to the next step.

Section 2. A grievance which has not been resolved within ten work days after completion of Step 2 may be referred to arbitration by the Union. The following arbitrators shall be utilized on a rotating basis:

1. Robert Simmelkjaer
2. Janet Spencer
3. Howard Edelman
4. Martin Scheinman
5. Jay Siegel

(a) The expenses of the arbitrator shall be borne equally by both parties.

(b) The award of the arbitrator shall be final and binding upon the District, the Union and the employees.

(c) The arbitrator shall have the power to restore to the employee any fine or benefit taken away, reinstate any discharged employee with back pay or remove any written reprimand in the event he finds the discipline imposed was not for just cause.

(d) Any disposition of a grievance which is not referred to arbitration within the time limit specified shall be deemed barred.

Section 3. This grievance and arbitration procedure shall take the place of the grievance procedure provided under the disciplinary procedures provided in Section 75 of the Civil Service Law or any other law.

ARTICLE XXIII – UNION CONFERENCE

An employee designated by the Union to attend a Union business conference which requires his presence during working hours, shall be permitted a one day leave with pay for such purposes up to twice in any school year. In the event that two or more days on any one

occasion is required, authorization shall be granted only upon approval by the Board, whose decision shall be final.

ARTICLE XXIV – PERSONNEL FILES

Upon request, an employee shall be permitted to examine his official employment and personnel file, which includes the following: (1) Earnings Record Card; (2) Permanent Record Card; (3) Sick Leave Card.

ARTICLE XXV – SHOP STEWARD

The Shop Steward designated by the Union shall have normal Shop Steward privileges. That is, he shall conduct the business of his office and his duties on behalf of the Union during non-working hours, provided, however, that the District shall not unreasonably deny him the opportunity during working hours to investigate grievances or to provide new employees with Union forms, etc., when this cannot be accomplished outside of working hours.

ARTICLE XXVI – CONTRACT COPIES

Copies of the Collective Bargaining Agreement shall be provided by the Union.

ARTICLE XXVII – TOOLS

District agrees to maintain present practice with regard to the provision of certain power tools for the use of certain employees and with regard to repairing and/or replacing certain employees' necessary tools used on the job. When tools are replaced as provided above, they shall be replaced with comparable tools.

All employees using District tools must sign for said tools. In the event a tool is lost while in the care and custody of an employee, said employee must incur the cost of replacement.

ARTICLE XXVIII – UNIFORMS

A. The District agrees to provide employees covered by this Agreement with five changes of uniforms, including both summer and winter uniforms, and slacks for matrons if so desired and also agrees to provide coveralls for personnel in the maintenance department. It shall be the employees' obligation to launder and maintain said uniforms, and to wear them at all times while on the District's premises during normal working hours. The foregoing uniforms shall be provided to personnel who have completed their probationary period, provided a response to the District's solicitation of new uniform requests is received by the District within three weeks of the time the employee receives the solicitation notice. Further, the District agrees to make every reasonable effort to provide winter weight uniforms during winter months and summer weight uniforms during summer months, for all employees who work outdoors, i.e., grounds crew and maintenance employees. The District shall provide protective overshoes for use by employees in each building. There will be no fewer than one pair of such shoes per five employees.

B. Employees are required to wear proper uniforms while in the employ of the District. Any employee not properly attired in District Uniform may be required to leave the job site and return in uniform. The time required for the employee to leave the site may be subtracted from the employee's per diem pay.

C. All maintenance personnel and members of the grounds crew shall receive reimbursement not to exceed \$75.00 for the cost of one pair of work safety shoes to be reimbursed upon production of a receipt of purchase.

ARTICLE XXIX – TRANSFERS

A. Employees who are candidates for openings and promotions shall be considered on the basis of three factors: seniority, qualifications and past performance of job-related duties.

B. Voluntary transfers: Personnel desiring to be transferred within the District shall notify the personnel office in writing of this request. Each request shall be renewed every six months.

C. When an employee is transferred the District will attempt to maintain the same scheduled working hours until the end of the school year except in instances involving a change in title.

D. Involuntary transfers: An employee may have his or her shift assignment changed at any time in the year based on seniority. Except in case of emergency, the Union and employee shall receive 30 days' notice of the change. The District agrees to meet with the Union and affected employee to show justifiable reasons for the change.

ARTICLE XXX – SICK LEAVE

A. Employees covered by this Agreement shall be credited with 14 paid sick leave days for each school year, from July 1st to June 30th of the year following, for each year of employment in the District, to be used to provide payment for time lost from work on account of personal sickness. Employees hired after April 26, 2007, shall receive 12 sick days per year for each school year, from July 1st to June 30th of the year following, for each year of employment in the District, to be used to provide payment for time lost from work on account of personal sickness.

B. The total cumulative sick days credited to each employee shall not exceed 200 days.

C. Each employee covered by this Agreement shall receive in addition to the benefits awarded pursuant to Chapter 371 Laws of New York (75-G) shall receive \$40.00 for each unused sick leave day accumulated at the time of retirement up to a maximum of 100 days where they have completed twenty years of service with the District; \$35.00 for each unused

sick leave accumulated at the time of retirement up to a maximum of 100 days where they have completed fifteen years of service with the District; \$30.00 for each unused sick leave day accumulated at the time of retirement up to a maximum of 100 days where they have completed ten years of service with the District.

D. It is understood and agreed by the Board and Union that the provisions set forth in paragraph "C" of this Article only apply in the event of retirement of an employee.

E. A physician's certificate shall be required for all absences of more than three consecutive days.

F. At the beginning of the school year in September, each employee shall be supplied with a Request Card, on which he may indicate his desire to be notified of this accumulated sick leave entitlement to date of request. The Board agrees that an employee who tenders such card to the business office of the District will be advised of his sick leave entitlement status.

G. The Board agrees that in the event an employee is hospitalized while on vacation, upon his or her return to work these days spent in the hospital shall be charged against sick days, instead of vacation, and such vacation time shall be credited to the employee's account.

H. Any employee who has used four or fewer paid sick days in any school year, measured from July 1st through the following June 30th, will be credited with two additional paid sick days in his accumulated sick leave day bank at the end of such year.

ARTICLE XXXI – HOLIDAYS

A. In accordance with past practice in the District, there shall be 16 contractual paid holidays. In addition to the foregoing, each employee covered by this Agreement shall receive as paid holidays: Independence Day, Christmas Day and New Year Day for an aggregate of 19 paid holidays. Effective July 1, 2007, employees shall receive 18 paid holidays. The

holiday schedule shall be provided to all employees prior to the commencement of each school year.

B. Holidays which fall within an employee's vacation period shall not be paid, except that no employee shall lose more than one such full holiday during his annual vacation period.

C. Rosh Hashanah and Yom Kippur shall not be paid holidays in any year in which they fall on a Saturday or Sunday.

D. Employees who are required to work on a scheduled paid holiday shall receive time and one-half their regular pay for the hours worked, in addition to their regular day's pay for the holiday.

ARTICLE XXXII – AUTO USE ALLOWANCE

Employees receiving a flat rate auto use allowance shall receive \$700.00 per annum for such purpose. Those employees classified as locksmiths shall receive \$1,200.00 per annum for such purpose if they use a van or truck in the performance of their duties, and \$900.00 per annum if they use cars, jeeps, sport utility vehicles or any other vehicles in the performance of their duties.

Employees in the titles of plumber, electrician and carpenter shall utilize District vehicles in their work. If said employees are required to use their own vehicles due to the unavailability of District vehicles, they shall be reimbursed \$5.00 per day for each day they use their personal vehicles.

ARTICLE XXXIII – LONGEVITY

All employees having 15 years experience in the District shall receive an off schedule longevity stipend in the sum of \$600.00. Effective July 1, 2006, this stipend shall be \$700.00.

All employees having 20 years experience in the District shall receive an off schedule longevity stipend in the sum of \$700.00. Effective July 1, 2007, this stipend shall be \$1,000.00.

ARTICLE XXXIV – TIME CLOCKS

As soon as reasonably practicable, time clocks will be installed in all buildings. All employees will be required to punch in and out when they report for work, leave for lunch or job assignment, any time they leave school grounds. Daily attendance cards are to be submitted to the Business Office by Maintenance and Ground Supervisors. Any employee found to have punched the card of another employee will be subject to termination.

ARTICLE XXXV – NIGHT LEAD POSITIONS

Two night lead positions are to be created. One position being assigned to the High School, the other position assigned to the Middle School. A monetary stipend in the sum of \$600.00 shall be remitted for each position. The job description and qualifications shall be determined by the District.

ARTICLE XXXVI – CLEANERS

A. The District may designate up to four cleaners as "floaters," who may be assigned on an "as needed" basis to any building within the District.

B. Cleaners currently employed in the District who pass the Nassau County Civil Service examination for custodian, and who are eligible to be appointed as custodians pursuant to Civil Service rules, shall be designated as custodians and paid according to the custodian salary schedule.

ARTICLE XXXVII – MANAGEMENT RIGHTS

1. The Union recognizes its responsibility to at all times act in good faith in carrying out any and all provisions of this Agreement.

2. The Union recognizes the right of the Board and Administration to direct and control management policies subject to the obligations of the Agreement. Employees will cooperate with management within the obligations of this Agreement to facilitate efficient operation.

ARTICLE XXXVIII – AMERICANS WITH DISABILITIES ACT

The District, after notification to the Union, shall be permitted to take all actions required to comply with the Americans with Disabilities Act, as amended.

ARTICLE XXXIX – DURATION

A. The provisions of this contract shall be effective as of July 1st, 2004 and shall remain in full force and effect until June 30th, 2009.

B. This contract shall not be changed, altered or impaired in any manner unless consented to in writing by the parties concerned herein.

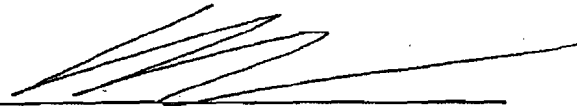
C. In the event that any provision of this Agreement is, or shall at any time be contrary to judicial law, or statute, all other provisions of this Agreement shall continue in effect. Where essential to the administration of this Agreement, the parties agree to meet to negotiate a satisfactory replacement for any Article or part thereof that is found contrary to law.

D. 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the 30th
day of July 2007.

UNITED PUBLIC SERVICE EMPLOYEES
UNION

BY


Kevin E. Boyle, Jr., President

BOARD OF EDUCATION
HEMPSTEAD PUBLIC SCHOOLS

BY


President, Hempstead
Board of Education

BY


Randy Tillman, Director of Organizing

UNITED PUBLIC SERVICE EMPLOYEES U.P.S.E.
CUSTODIAL UNIT

GRADE EXPLANATIONS

2004-2009

- Grade 2 ~ Cleaner**
- Grade 2A ~ Maintainer (+ \$350 over Grade 2)**
- Grade 3 ~ Groundskeeper, Custodian**
- Grade 4 ~ Elementary Head Custodian, Supervisor of Grounds, Sr. Maintainer**
- Grade 4A ~ Lead Carpenter, Lead Electrician, Lead Plumber, Lead Locksmith, Pool Operator and Lead Painter**
- Grade 5 ~ Elementary Head Custodian II**
- Grade 6 ~ Head Custodian III**
- Grade 7 ~ Maintenance Supervisor**

Night Lead ~ + \$600

Evening Shift Differential ~ + \$650 (shift commences at 2:00 p.m. or after)

Night Shift Differential ~ + \$950 (shift commences at 7:00 p.m. or after)

Longevity:

- 15 Years in the District ~ \$600**
Effective 7/01/06 \$700
- 20 Years in the District ~ \$700**
Effective 7/01/06 \$1,000

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HEMPSTEAD PUBLIC SCHOOLS

Earning Schedule for Date Range: 07/01/04 - 06/30/05

UPSEU CUST/MAINT STEP LUMP SUM

Contractual: Contract

1	32,130	32,480	32,498	35,811	37,242	39,118	42,431	43,613
4	34,908	35,258	35,286	38,593	40,137	41,900	45,214	46,397
5	35,839	36,189	36,212	39,517	41,098	42,833	46,139	47,319
8	38,616	38,966	38,983	42,298	43,990	45,609	48,917	50,103
9	39,543	39,893	39,917	43,228	44,956	46,536	49,849	51,031
12	42,114	42,464	42,482	45,795	47,629	49,105	52,416	53,604
13	42,338	42,688	42,709	46,019	47,854	49,330	52,641	53,829
16	43,047	43,397	43,416	46,728	48,561	50,038	53,349	54,536
17	43,304	43,654	43,673	46,986	48,819	50,296	53,606	54,794
20	44,077	44,427	44,446	47,758	49,591	51,068	54,379	55,566

HEMPSLEAD PUBLIC SCHOOLS

Earning Schedule for Date Range: 07/01/06 - 06/30/07

UPSEU CUST/MAINT 06/07 3.5%

Contractual: Contract

1	33,920	34,290	34,308	37,805	39,317	41,297	44,795	46,042
4	36,852	37,222	37,252	40,743	42,373	44,234	47,732	48,981
5	37,835	38,205	38,229	41,718	43,367	45,219	48,709	49,954
8	40,767	41,136	41,155	44,654	46,440	48,149	51,641	52,894
9	41,746	42,115	42,140	45,636	47,460	49,128	52,626	53,874
12	44,459	44,829	44,849	48,346	50,282	51,840	55,335	56,590
13	44,688	45,068	45,088	48,582	50,519	52,078	55,573	56,828
16	45,445	45,814	45,834	49,331	51,268	52,825	56,321	57,574
17	45,716	46,085	46,105	49,603	51,538	53,088	56,582	57,846
20	46,533	46,902	46,922	50,416	52,353	53,912	57,406	58,661

HEMPSTEAD PUBLIC SCHOOLS

Earning Schedule for Date Range: 07/01/07 - 06/30/08

UPSEU CUST/MAINT 07/08 3.5%

Contractual: Contract

1	35,107	35,490	35,509	39,128	40,693	42,742	46,363	47,653
4	38,142	38,525	38,556	42,169	43,856	45,782	49,403	50,695
5	38,159	38,542	38,567	43,178	44,906	46,802	50,414	51,702
8	42,194	42,578	42,595	46,217	48,065	49,834	53,448	54,745
9	43,207	43,589	43,615	47,233	49,121	50,847	54,468	55,760
12	46,015	46,398	46,419	50,038	52,042	53,654	57,272	58,571
13	46,260	46,643	46,666	50,282	52,287	53,901	57,518	58,817
16	47,038	47,417	47,438	51,058	53,060	54,674	58,292	59,589
17	47,316	47,698	47,719	51,339	53,342	54,956	58,573	59,871
20	48,162	48,544	48,564	52,183	54,185	55,799	59,417	60,714

HEMPSTEAD PUBLIC SCHOOLS

Earning Schedule for Date Range: 07/01/08 - 06/30/09

UPSEU CUST/MAINT 08/09 4%

Contractual: Contract

1	36,511	36,910	36,929	40,693	42,321	44,452	48,218	49,559
4	39,668	40,066	40,098	43,856	45,610	47,613	51,379	52,723
5	40,725	41,124	41,150	44,905	46,702	48,674	52,431	53,770
8	43,882	44,279	44,299	48,066	49,988	51,827	55,586	56,935
9	44,935	45,333	45,360	49,122	51,086	52,881	56,647	57,990
12	47,856	48,254	48,276	52,040	54,124	55,800	59,563	60,914
13	48,110	48,509	48,533	52,293	54,378	56,057	59,819	61,170
16	48,917	49,314	49,336	53,100	55,182	56,861	60,624	61,973
17	49,209	49,606	49,628	53,393	55,476	57,154	60,916	62,266
20	50,088	50,486	50,507	54,270	56,352	58,031	61,794	63,143