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Contract Database Metadata Elements

Title: **Pleasantville Union Free School District and Pleasantville School Unit, CSEA, AFSCME, AFL-CIO, Local 1000 & Westchester County Local 860 (2001)**

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Union: **Pleasantville School Unit, Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

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SD / GEN

Pleasantville Ufsd And Csea Local
860 (Pleasantville Service
Negotiating Unit)

AGREEMENT

BY AND BETWEEN THE

PLEASANTVILLE UNION FREE SCHOOL DISTRICT

AND

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

PLEASANTVILLE UNION FREE SCHOOL DISTRICT UNIT

JULY 1, 2001 THROUGH JUNE 30, 2004

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	2001-02, 2002-03, 2003-04	

AGREEMENT, dated July 1, 2001 between the Board of Education, Pleasantville Union Free School District, Westchester County, New York (hereinafter referred to as the "Employer"), the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester Local 860, Pleasantville School Unit (hereinafter referred to as the "CSEA").

RECOGNITION

WHEREAS, the Employer has recognized the C.S.E.A., Inc., Local 1000, AFSCME, AFL-CIO, Local 860, as the sole and exclusive representative of all employees of the "Service Negotiating Unit", excluding Bookkeeper/Treasurer, for the maximum period allowed under the law; and whereas the Civil Service Law empowers the recognized representative unit to negotiate collectively in the determination of the terms and conditions of employment and the administration of grievances arising thereunder;

NOW, THEREFORE, it is hereby mutually agreed between the parties hereto as follows:

ARTICLE I

PAYROLL DEDUCTIONS

SECTION 1

Dues

The Employer agrees to deduct from the wages of all regular employees who are members of the C.S.E.A. covered by this Agreement, dues of the PUFSD Pleasantville Unit and agrees to remit same to C.S.E.A., Inc., 143 Washington Avenue, Albany, New York 12210.

SECTION 2

Insurance

The Employer agrees to deduct C.S.E.A. Group Insurance premiums from salaries of employees who join the C.S.E.A. Group Insurance Plan and remit same to C.S.E.A., Inc., 143 Washington Avenue, Albany, New York 12210.

SECTION 3

Agency Shop Fee Deduction

All employees represented by the bargaining unit who are not members of the Union, shall be required to pay to the Union an Agency Shop Fee Deduction, as provided by the Civil Service Law, which is an amount equivalent to the amount of dues payable by a member. The District will make deductions from the wages of said employees in the same manner as members of the bargaining unit, and shall transmit such amount to the CSEA, Inc., as an Agency Shop Fee Deduction.

Said employee has the right to recover any part of an Agency Shop Fee Deduction which represents the Employee's pro-rata share of expenditures by the Union in aid of activities or causes only incidentally related to terms and conditions of employment.

ARTICLE II

EMPLOYER - C.S.E.A. RELATIONSHIP

SECTION 1

No Strike Affirmation

The C.S.E.A. affirms that it does not assert the right to strike against the Employer and agrees that it will not assist or participate in any such strike or impose upon any of its members or others an obligation to deduct, assist, or participate in such a strike.

SECTION 2

Employer Obligation

The Employer affirms that it intends to accept and carry out obligations of the Public Employees Fair Employment Act.

SECTION 3

C.S.E.A. Affairs

The C.S.E.A. shall be the sole judge of its own rules and regulations.

SECTION 4

Board of Education Affairs

The provisions of this agreement shall not be construed to restrain or limit the Employer in the full and absolute management of its affairs, except as modified by this agreement.

SECTION 5

Bulletin Board

A. The C.S.E.A. shall have the right to post notices relating to its affairs on bulletin boards to be furnished and designated by the Employer, subject to non-controversial intentions.

B. The Employer agrees to post all possible job openings as they occur so that incumbent employees who wish to apply for these openings may do so.

SECTION 6

Representation

A. The Employer recognizes the right of the employees to designate representatives of the C.S.E.A. to appear on their behalf to discuss grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours. Such employee representatives shall also be permitted to appear at a public hearing before the Board of Education upon request of the employees.

B. The President of the Westchester Local of the C.S.E.A. Inc., or his/her designated agent of C.S.E.A. shall have the right to visit the facilities of the Employer as often as necessary for the purpose of adjusting grievances and disputes under the terms of this agreement, providing such visit is approved by the chief school administrator.

C. The Labor Relations Specialist shall have the right to visit the facilities of the Employer to discuss the affairs of the unit with the President of the unit, but not more than twice each month, providing such visit is approved by the chief school administrator.

D. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the

administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations.

E. It is mutually agreed that everything possible be done to establish a harmonious line of communication and to maintain a harmonious and cooperative relationship between the Employer and employees by the establishment of an advisory labor-management committee, composed of a committee of equal representation of no less than three (3) or more than four (4) members, composed of representatives from each employee department and/or schools designated by the C.S.E.A. and administrative personnel designated by the Superintendent of Schools to meet upon the request of either group, said request to be accompanied by an agenda to discuss working conditions and labor-management relationships.

F. The C.S.E.A. shall have the right to use district school houses for the purpose of conducting meetings relating to the business for which it has been organized. Request for such use shall be made in advance to the building principal, and such usage shall be at no cost to the unit, provided that the meetings are held immediately following the work day. Other meetings held by the C.S.E.A. shall be in accordance with the Board policy on facilities use.

SECTION 7

Convention Obligation

If an elected delegate of the C.S.E.A. is selected from this unit, he/she will be permitted to attend the State Organization Convention of the Civil Service Employees Association, Inc., with full pay, provided not more than one such delegate be selected to attend a convention within a single school year, and that such absence from district duties shall not exceed three days.

SECTION 8

Contract Obligation

A. The Union agrees to furnish a copy of this agreement to each present employee and each new employee.

SECTION 9

Reciprocal Respect

A. There shall be no discrimination, interference, restraint or coercion by the Employer or any of its officers

or agents against any employee because of any lawful activities on behalf of the C.S.E.A., or because of membership in the C.S.E.A.; and the C.S.E.A., its members, officers and agents shall not coerce employees into membership in the C.S.E.A. in any unlawful manner.

B. Neither the Employer nor the C.S.E.A. through their officers, members, representatives, agents or committees shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this agreement.

C. The C.S.E.A. agrees to do its utmost to see that its members perform their respective duties in the school system loyally, efficiently and continuously under the terms of this agreement. The C.S.E.A. and its members will use their best endeavors to protect the interests of the school system, to conserve its property, protect the pupils, and give service of the highest quality.

SECTION 10

Change in Procedures

Any proposed changes in conditions of employment shall be submitted to the C.S.E.A. for full discussion before becoming final.

ARTICLE III

WORK WEEK, WORK DAY AND DEFINITIONS

SECTION 1

Work Week, Work Day

A. Clerical and Secretarial

The normal daily work schedule shall be from 8:00 A.M. to 4:30 P.M., including one (1) hour for lunch, Monday through Friday.

Summer hours shall be as follows:

Monday through Thursday - 8:00 A.M. to 3:00 P.M.
(45 minute lunch)
Fridays - 8:00 A.M. to 1:00 P.M.

Summer hours will start on the first Monday after the close of the school year and continue through until ten

(10) working days prior to the start of the student school year in September. However, summer hours will continue during Christmas, Winter and Spring Vacation periods and will be from 8:00 a.m to 3:00 p.m. with one (1) hour lunch.

Clerical and secretarial daily work schedules may be altered by mutual consent of the employee and supervisor. The lunch hour shall remain one (1) hour.

B. Custodial Staff

The normal daily work schedule shall consist of eight and one-half (8-1/2) hours, including one-half (1/2) hour for lunch. The regular work week shall consist of forty (40) hours in eight (8) hour periods, Monday through Friday, except for custodians normally assigned to the night shift.

The District has the discretionary authority to assign custodial employees to work a Tuesday through Saturday schedule. Said work schedule shall be applicable to new employees hired on or after July 1, 1993 or present employees who so volunteer for said schedule. Within these two groups of employees, new hires and volunteers, assignments shall be made at the discretion of the District.

C. Registered Nurses

The normal daily work schedules shall consist of eight hours including one half hour for lunch.

Registered professional nurses will work the school calendar as determined by the Employer. In addition, they receive all benefits as determined under the C.S.E.A. contract.

Registered professional nurses may be required to report to work for student physicals and/or 3 days prior to the opening of school for the administration of their duties. Nurse employees required to report to work as set forth above, will be paid their normal daily rate of pay for all hours worked.

Nurses shall not receive separate "Holiday" pay, "Vacation" pay, or vacation time.

D. Part-Time Employees

The normal Monday through Friday work schedule will be on an individual basis at the discretion of the Employer.

SECTION 2

Definitions

A. Full-time employees are either ten (10) or twelve (12) month employees who work on a full-time annual basis.

B. For all considerations, each ten (10) months shall be considered a year of service.

C. For all employees, the work day, work week and weeks per year shall be stated to each employee.

ARTICLE IV

OVERTIME PAY - PREMIUM PAY

SECTION 1

Overtime Pay

A. Time and one half the employee's regular rate of pay shall be paid for all hours in excess of 40 hours per week for custodial and 37 1/2 hours per week for clerical staff.

B. Double the employee's regular rate of pay shall be paid for all hours worked:

1. On Sundays
2. On a contract holiday

C. Equalization of overtime: Every reasonable effort will be made to equalize overtime among the qualified employees.

SECTION 2

Premium Pay

A. Shift Differential: Any hours of work regularly scheduled between 7:00 P.M. and midnight, shall be compensated at five percent (5%) above the regular pay rate; and any work regularly scheduled between midnight and 7:00 A.M. shall be compensated at ten percent (10%) above the regular pay rate. Shift differential shall be an integral part of the salary and paid on an annual basis.

B. Call-In Pay: When an employee, after leaving his/her place of work, is called in and reports to work or is

assigned, not continuous with his/her regularly scheduled time, such employee shall be paid at a minimum of two hours pay at the applicable overtime rate of pay as stated above.

ARTICLE V

VACATION

SECTION 1

The following vacation schedule shall be in effect:

<u>Years of Service</u>	<u>Vacation Time</u>
Less than 6 months	Pro-rate of vacation
In excess of 6 months	1 week vacation
In excess of 1 year	2 weeks vacation
In excess of 4 years	3 weeks vacation
In excess of 9 years	4 weeks vacation

SECTION 2

The vacation pay for other than twelve month employees shall be compensated at the number of calendar months worked times the number of weeks of vacation allowable per Section 1, divided by 12. The rate of pay to be used in computing vacation pay allowance shall be at the rate in effect when benefits are paid.

SECTION 3

At the employee's request and at the discretion of the Superintendent of Schools or designee, the employee may be granted additional time off for the purpose of taking additional vacation for family reasons with no pay.

SECTION 4

Scheduling of Vacation

All vacation schedules shall be approved by the Superintendent of Schools or his/her designee.

SECTION 5

Termination of Employment

In case of termination of employment, including retirement, accrued vacation time and accompanying vacation pay shall be pro-rated, according to the number of months worked during the fiscal year times the annual vacation

allowance for that employee divided by 12. The employee shall endeavor to give proper notice in advance to the date of termination of employment.

ARTICLE VI

HOLIDAYS

SECTION 1

The District agrees to provide fourteen (14) paid holidays annually throughout the life of this contract. A committee will be established consisting of two people from the C.S.E.A. to discuss what holidays would be selected for the following school year. The Employer has the final decision. Such holidays shall be listed and attached to this contract.

SECTION 2

When Christmas Day and New Year's Day fall on Tuesday through Saturday, operations will close at noon of the preceding day.

ARTICLE VII

SICK LEAVE

SECTION 1

Absence on account of personal illness or family illness up to a total of fifteen (15) working days per year without loss of pay. The unused portion of each year's sick leave is accumulated from year to year, but the maximum available sick leave at any time shall not exceed 210 days. In computing such accumulation, sick leave will be credited at the beginning of the school year. Employees absent without notice cannot claim days as sick leave. Family shall be defined to be spouse, children, mother and father, or any relative living in the household for which the employee is responsible for primary care.

SECTION 2

Section 1 applies to all incumbent employees. During the first year of employment for new employees, sick leave credits shall be earned at a rate of one and one quarter (1-1/4) days per month until the expiration of the school's fiscal year. On the beginning date of the school's fiscal year (July 1), that employee shall be credited with fifteen (15) days sick leave.

SECTION 3

If time abuse is suspected, the Employer, at its discretion may require employees who are absent two or more consecutive days, to provide a medical certificate after returning to work.

SECTION 4

Custodial employees shall notify the district of sick leave at least two hours in advance for all night shift employees and one hour in advance for all day shift employees.

SECTION 5

SICK LEAVE BANK

The sick leave bank will be established in July 1995. The purpose of said sick leave bank will be to offer financial protection for those employees who suffer serious and long term illness or injury. The source of the sick days in such bank will be voluntary contribution of the employees in the bargaining unit. Each employee volunteering a contribution will be a member of the bank and eligible to draw from it.

New employees who become eligible during the life of this agreement and elect to participate in the sick leave bank must file a signed authorization statement with the District Office on or before October 1 of the year of eligibility.

An employee who elects to participate shall contribute two (2) days during his/her first year of participation.

In subsequent years, participants will contribute one day when the number of days in the bank falls below sixty (60) days. Days not used will be carried to the following year.

Only active members of the bank may withdraw days. A member may not withdraw days from the bank until his/her own accumulated sick leave is depleted. In any case, the participant must have been absent because of sickness for twenty (20) consecutive days prior to the commencing of sick leave bank benefits. In the event of a recurring illness, the sick leave bank committee may waive this twenty (20) day requirement.

In no event shall an employee who is eligible to receive disability insurance payment under this contract continue to withdraw days from the sick leave bank. Upon retirement, a

bargaining unit employee shall forfeit sick leave days previously contributed to the sick leave bank.

A committee consisting of two (2) employees appointed by the Unit President and one (1) member appointed by the Superintendent shall administer the bank. The committee shall establish procedures for applying to, and contributing days to, the sick leave bank. Sick bank days will be granted or denied by the committee after review of the application. The committee's decision shall be binding and not subject to the grievance procedures under this contract.

The participant must, upon request of the committee, submit to the committee suitable written verification of the participant's medical condition by his/her attending physician.

ARTICLE VIII

LEAVE POLICY

SECTION 1

Personal Leave

A. Leave for personal reasons may be granted without loss of pay at the discretion of the Superintendent.

B. Request for absence for personal reasons, except as stated in Item D below, should involve family needs of a legitimate nature, such as tending to legal business, family marriages, taking children to college, closing on a house mortgage, etc.

C. Requests should be submitted in writing in advance to the Superintendent stating the general reason for the leave requested, except as stated in Item D below.

D. One (1) personal day without stated reason shall be available to each employee. Such day not used shall be added to unused sick leave accumulations. Employees may use this day for their religious observance or snow day. The snow day will not apply to the custodial staff. No more than one custodian/maintenance or non-custodian employee per day will avail themselves of personal leave without reason, except with Supervisor's approval.

E. In case of an emergency where it is impossible to request personal leave in advance, time with pay may be granted by the Superintendent of Schools or his/her designee upon written explanation.

SECTION 2

Bereavement Leave

Five (5) days leave without loss of pay will be granted for each death in the immediate family of an employee. Immediate family shall be defined as husband, wife, sister, brother, father, mother, sister-in-law, brother-in-law, son, daughter, grandparent, grandchild or any other relative who lives with the immediate household of the employee. Two (2) days of leave without loss of pay will be granted to attend the funeral of the death of an aunt, uncle, nephew or niece. Employees may take less than five (5) days if they desire.

SECTION 3

Leave of Absence

Employee may be granted leave of absence without pay at the discretion of the Employer, upon written request of the employee.

SECTION 4

Jury Duty

Employees shall be granted leave of absence with pay for jury duty provided that all wages paid by the court for jury duty are remitted to the Employer. Night shift employees who serve on jury duty shall also be included.

Employees must report to work unless actually present in court for jury duty.

SECTION 5

Temporary Emergency

In case an employee has a temporary emergency, such employee with more than one year of service may be granted, at the discretion of the Employer, change of status to 1/2 time employment at 1/2 rate of pay, with right to resume full time status when emergency ceases.

ARTICLE IX

EMERGENCY WORK CHANGE SCHEDULE

SECTION 1

Extraordinary Weather Conditions

All personnel are required to report to work for their regular assignments, or as directed by their supervisors unless an announcement is made to the contrary.

With respect to custodial and maintenance employees, it is understood that, on days when school is closed due to inclement weather and no employees are present, those employees shall be excused as soon as the snow removal work is completed, as determined by the Supt. of Buildings and Grounds.

SECTION 2

Emergency Conditions

Where school is evacuated due to prevailing conditions in that building and staff are excused from work, the order will apply to the staff only employed in that building. However, the administration reserves the right to assign such staff, under these conditions, to perform their duties in another building.

SECTION 3

Change the Normal Work Week Schedule

If it becomes necessary to change the normal work week schedule, the employee or employees affected will be notified, in writing, prior to the proposed change, and will have an opportunity to meet with the Superintendent of his/her designee to discuss said change.

ARTICLE X

SALARIES

Salaries shall be amended to read:

The pay plan for employees covered by this agreement for the fiscal years 2001-02, 2002-03, 2003-04 shall be itemized in the schedule as annexed to this agreement. (Salary increases 2001-02 - 3.25% - 2002-03 - 3.25% - 2003-04 3.25%).

SECTION 1

Longevity Payments

The longevity schedule shall be as follows:

After 10 years	\$ 550.00
After 15 years	600.00
After 20 years	650.00

These increments are in addition to earned increments in grade and pay raises.

SECTION 2

Any employee hired after January 1 in a given year, but before July 1 of that year shall not receive an earned increment until the beginning of the next school fiscal year, July 1. These employees will, however, receive any pay raise negotiated by this unit, effective July 1.

ARTICLE XI

RETIREMENT PLAN

SECTION 1

"20 Year Career" Plan

The Employer agrees to adopt the non-contributory improved "20 Year Career" retirement plan, Section 75-I of the New York State Retirement Program.

SECTION 2

Military Service Option

The Employer shall continue to participate in the New York State Retirement Option, as a package allowing the employee the prerogative of purchasing service credit for World War II military service (Section 41K and 43 of the New York State Retirement Law).

SECTION 3

Unused Sick Leave Option

The Employer agrees to adopt the option of application of unused sick leave as additional service credit upon retirement, (Section 41J) of the New York State Retirement Law.

SECTION 4

Guaranteed Minimum Death Benefit Option

The Employer agrees to adopt the guaranteed Minimum Death Benefit Option (Section 60-B) of the New York State Retirement Law.

SECTION 5

Retirement Award

Employees with 10 or more years in the district will be eligible for a retirement award at the rate of 1 day's pay at their then current rate of pay for every 3 days of unused accumulated sick leave up to a maximum of 210 unused days. (Retirement shall be defined as receiving monetary benefits under the New York State Employees Retirement System.)

ARTICLE XII

EMPLOYEE BENEFITS

SECTION 1

Hospitalization for the Employee and Dependent

The Employer shall participate in the New York State Insurance Program, agreeing to pay one hundred percent (100%) of the health insurance premium for both the individual and the dependent's coverage.

All employees shall be required to pay, on a payroll deduction basis, an amount equal to one hundred fifty (\$150.00) dollars towards the annual cost of individual health insurance provided by the District or one hundred seventy five (\$175.00) dollars towards the annual cost of family health insurance provided by the District.

The Employer reserves the right to change carriers but guarantees comparable or better coverage. Any proposed change of carrier will be introduced to the union 30 days prior to implementation.

Any dispute as to the issue of comparability will be addressed through the grievance procedure.

The District agrees to provide an excess major medical rider to the hospitalization as contained herein above.

At the employee's option (except for dual family coverage) he/she may reduce his/her medical insurance coverage by completing an appropriate form each year furnished by the District.

Any employee changing from family to individual coverage (including dual family coverage) or waiving family coverage or individual coverage shall receive as salary 50% of the premium savings as a result of the election of the aforementioned change in coverage. The District will receive 50% of said savings.

Employees electing to reduce their coverage must do so by March 1. Election to take effect July 1. The savings earned by the employee shall be paid by the employer in December and June of each year. Full coverage may be reinstated by notifying the District, in writing, by March 1. Said reinstatement shall take place July 1. The District shall waive the March 1 notification date if the employees' insurance coverage changes drastically so as to cause severe hardship as a result of the employees election to reduce coverage. Such circumstances are limited to death of spouse, loss of spouse's employment or loss of spouse's insurance coverage.

It is understood that, in order to exercise this option, the employee(s), no later than March 1st of each year, must demonstrate to the satisfaction of the district that he/she has adequate health insurance coverage through a spouse's plan or by other acceptable means.

The above shall be pursuant to Sections 125 and 129 of the Internal Revenue Code (IRC).

SECTION 2

Hospitalization for Retirees

The Employer agrees to pay one hundred percent (100%) of the health insurance premium for the employee retiree and fifty percent (50%) of the premium for dependent coverage.

SECTION 3

Dental Program

All full time employees with one or more years of service shall be entitled to coverage in the family dental plan. The district shall pay 100% of the premiums. The insurance carrier and the coverage shall be the same as all other employees within the district.

Full time will mean employees on an 80% or greater contract or employees whose full time position has been reduced involuntarily by Board action.

SECTION 4

Disability Insurance

All employees who work 50% or more of the work week on an annual basis shall be eligible to receive disability insurance purchased for them by the Board.

SECTION 5

Life Insurance

A \$10,000 Life Insurance policy will be granted to all employees who are employed at least 40 percent of the work week on an annual basis. The plan shall be purchased by the Board. A \$25,000 Life Insurance policy will be granted to all employees who are employed at least 50 percent of the work week on an annual basis.

SECTION 6

Unemployment Insurance

Part-time employees are not eligible to collect unemployment insurance during summer recess and other school vacations if they are guaranteed reemployment by the district.

ARTICLE XIII

JOB AND WORK SECURITY

SECTION 1

Probationary Period

Probationary period of one year for all non-competitive and labor class employees, according them the same rights as competitive employees under the provisions of Section 75 of the Civil Service Law as it relates to removal and/or suspension after such probationary period.

SECTION 2

Work Security

When an employee is temporarily assigned for more than five (5) consecutive days to a higher classification, the employee shall maintain his/her step level at the higher classification and receive the higher classification pay rate during the time he/she occupies that higher position.

An employee may be assigned temporarily to perform the duties of a lower classification but shall be compensated at his/her regular rate of pay.

SECTION 3

Docking

There shall be no docking of pay for more than one calendar month after an absence or lateness occurs, unless the matter is under review with the knowledge of the employee.

SECTION 4

Job Security

In the case of an employee whose work position is discontinued by the Employer and who has at least four years seniority, the Employer agrees to make every reasonable effort to:

A. Offer a position in the district for which the employee is qualified or

B. To consider the employee for rehiring within two years with no loss of seniority in a comparable position for which he/she is qualified.

The Employer may temporarily contract or add additional help on a temporary basis, with no obligation to maintain this expanded staff, at all times assuring full-time employment to the permanent staff of employees.

SECTION 5

No woman employee will be required to work in a building alone. In addition, if a woman employee is working in an isolated area, it shall be the responsibility of the administration to see that the area is periodically checked.

ARTICLE XIV

SENIORITY

SECTION 1

Employee Seniority

Employee seniority will accrue as of the date of hiring by the Employer.

SECTION 2

Promotions

The Employer recognizes the value of continued competent service and shall consider seniority as a significant factor in favor of promotions when all job candidates are qualified for the promotion.

SECTION 3

Job Vacancies

The Employer shall post notice of job vacancies on bulletin boards described in Article II, Section 5 of this agreement, in order to alert employees to apply for such positions.

ARTICLE XV

GRIEVANCE PROCEDURE

A. DEFINITIONS

A "Grievance" is a claim by an employee or employees that they have been adversely affected by the violation of the terms of this agreement.

B. PURPOSE

1. The purpose of this procedure is to secure equitable solutions to the disputes which may arise over matters defined in paragraph A as rapidly as possible.

2. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter with any appropriate member of the Administration, and having the matter adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement, and that the Association, at or after Level 1, has been given the opportunity to be present at such adjustment to state its views.

C. PROCEDURES

To expedite the process, the number of days indicated at each level shall be considered as a desirable maximum.

1. LEVEL 1

a) An aggrieved person will first present his/her grievance in writing to his/her immediate supervisor with whom it will be discussed directly or through the Association's representative. The immediate supervisor shall inform the aggrieved person and the union's representative of his/her decision in writing within five school days after the grievance was presented. The immediate supervisor of office personnel assigned to the school shall be the building principal.

b) The president of the union must be notified by the aggrieved party that formal procedures under Article XV are initiated; thereafter copies of all written communication of the parties shall be sent to the president of the union.

2. LEVEL 2

a) If the aggrieved person is not satisfied with the disposition of his/her grievance at level 1, or if no decision has been rendered within ten school days after presentation of his/her grievance, then within ten school days after the presentation of his/her grievance, he/she may file the grievance in writing with the president of the union.

b) If the grievance is considered by the appropriate union committee to be meritorious, the union shall, within ten school days after receipt of the grievance, notify the Administrator that it wishes to carry the grievance to his/her office.

c) Within ten school days after notification to the appropriate administrator, the union representatives and the aggrieved party shall meet with that administrator. The administrator shall inform the union representatives and the union president of his/her decision on the grievance within ten school days after the meeting.

3. LEVEL 3

a) If the union and the aggrieved party are not satisfied with the decision at Level 2, or if no written decision has been rendered within ten school days after the meeting, the union may within ten school days notify the Superintendent of Schools that it wishes to carry the grievance to his/her office. Within ten school days after notification to the Superintendent of Schools, the union representative and the aggrieved party shall meet with the Superintendent of Schools or his/her designee.

The Superintendent of Schools or his/her designee shall inform the union representatives and the union president of his/her decision on the grievance within ten school days after the meeting.

4. LEVEL 4

a) If the union and aggrieved party are not satisfied with the decision at Level 3, or if no written decision has been rendered within five schools days after the meeting, the union may, within ten days, request that the grievance be submitted within thirty school days to arbitration.

b) The parties agree to select an arbitrator in accordance with the rules of the American Arbitration Association.

c) The arbitrator shall issue his/her decision with due dispatch after the date of the closing of the hearings or, if all hearings have been waived then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall set forth the arbitrator's opinion and conclusions on the issues submitted. The sole power of the arbitrator shall be to determine whether the terms of this agreement have been violated. The decision shall set forth the arbitrator's opinion and conclusions on the issues submitted. The decision of the arbitrator shall be rendered to the district and to the union and shall be binding on the parties.

The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this agreement, and he/she shall be without power or authority to make any decision:

i. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of the agreement or if applicable, law or rules or regulations having the force and effect of law.

ii. Involving district discretion or district policy under the provisions of the agreement under district by-laws or under applicable law, except that he/she may decide in a particular case that district policy was disregarded or that its attempted application under any term of this agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion.

iii. Limiting or interfering in any way with the powers, duties and responsibilities of the district under its bylaws, applicable law, and rules and regulations having the force and effect of law.

d) the cost for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Employer and the union.

e) No reprisals of any kind shall be taken by the Employer or by any member of the administration against any member, union representative, or other participant in the grievance produced by reason of such participation.

f) In the event a grievance is filed which might not be finally resolved at Level 4 under the time limits set forth herein by the end of the school year, and which if left unresolved until the beginning of the following year could result in irreparable harm to the employee or employees, 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 practicable.

g) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be available without the permission of the aggrieved party.

D. RIGHTS UNDER GRIEVANCE PROCEDURES

1. Any grievance shall be presented within 30 days after the aggrieved party and the union know or should have knowledge of the occurrence or events claimed to have given rise to the grievance. Failure to proceed to the next step within the applicable time limits shall be deemed a waiver of the grievance, and the grievance shall abate.

2. The Employer shall comply with any reasonable request by the union for available information, excluding confidential personnel records, in the possession of the Employer, which is relevant to the processing of any grievance by a member of the negotiating unit represented by the union.

3. When it is necessary, pursuant to the grievance procedure of the agreement, for the union representatives to investigate a grievance, such investigation shall be carried on after working hours.

When it is absolutely necessary in the judgment of the president of the union that some investigation be made during the work day, this is agreed to, upon notification to the Superintendent of Schools, without loss of pay where it is reasonable and there is no interference with the educational program.

4. Any employee whose appearance at a grievance procedure is necessary as a witness, or as the representative of an aggrieved party, shall be released for such appearance without loss of pay or charge against sick or personal leave.

5. The union agrees that the privileges in this section shall not be abused.

ARTICLE XVI

SEPARABILITY

If any provision of this agreement becomes invalid or unenforceable by virtue of any legislation or court decision, it shall not affect the remaining provisions of the agreement and they shall remain in full force and effect as though the invalid or unenforceable provision had not originally been included.

ARTICLE XVII
LEGISLATIVE ACTION

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.

ARTICLE XVIII
NEGOTIATIONS AND TERM OF AGREEMENT

SECTION 1


Either party desiring to amend or extend this agreement shall present their recommended terms and conditions for amendment or extension no later than January 1, 2004.

SECTION 2

The term of this agreement shall be from July 1, 2001 to and including June 30, 2004 and thereafter from year to year unless one party gives notice in writing by certified United States mail to the other party by January 1, 2004, of its desire to modify or terminate the provisions of this agreement.

In witness whereof, the parties hereto have executed this agreement as of the day and the year first above written.

BOARD OF EDUCATION
PLEASANTVILLE UNION FREE SCHOOL DISTRICT

BY: 
PRESIDENT, BOARD OF EDUCATION

BY: 
SUPERINTENDENT OF SCHOOLS

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO,
WESTCHESTER LOCAL 860,
PLEASANTVILLE SCHOOL UNIT

BY: 
UNIT PRESIDENT

BY: 
CSEA LABOR RELATIONS SPECIALIST

DATED: 5-11-01

Pleasantville School District

CSEA SALARY SCHEDULE 2001-2004
3.25% INCREASE EACH YEAR

MATRON - CLEANER

STEP	SALARY 2001 - 2002 (Eff. 7/1/01)	SALARY 2002 - 2003 (Eff. 7/1/02)	SALARY 2003 - 2004 (Eff. 7/1/03)
1	\$ 23,775	\$ 24,548	\$ 25,346
2	\$ 25,308	\$ 26,130	\$ 26,979
3	\$ 26,837	\$ 27,709	\$ 28,609
4	\$ 28,360	\$ 29,281	\$ 30,233
5	\$ 29,886	\$ 30,857	\$ 31,860
6	\$ 31,754	\$ 32,785	\$ 33,851
7	\$ 33,999	\$ 35,104	\$ 36,245
8	\$ 35,541	\$ 36,696	\$ 37,888

(PREPARED BY CSEA/RESEARCH 2/28/01)

CSEA SALARY SCHEDULE 2001-2004
3.25% INCREASE EACH YEAR

CUSTODIAN

STEP	SALARY 2001 - 2002 (Eff. 7/1/01)	SALARY 2002 - 2003 (Eff. 7/1/02)	SALARY 2003 - 2004 (Eff. 7/1/03)
1	\$ 28,264	\$ 29,182	\$ 30,131
2	\$ 30,227	\$ 31,210	\$ 32,224
3	\$ 32,045	\$ 33,086	\$ 34,161
4	\$ 34,130	\$ 35,240	\$ 36,385
5	\$ 36,081	\$ 37,253	\$ 38,464
6	\$ 38,031	\$ 39,267	\$ 40,543
7	\$ 40,714	\$ 42,037	\$ 43,403
8	\$ 42,559	\$ 43,942	\$ 45,370

(PREPARED BY CSEA/RESEARCH 2/28/01)

Pleasantville School District

CSEA SALARY SCHEDULE 2001-2004

3.25% INCREASE EACH YEAR

HEAD CUSTODIAN - BRS / MS

STEP	SALARY 2001 - 2002 (Eff. 7/1/01)	SALARY 2002 - 2003 (Eff. 7/1/02)	SALARY 2003 - 2004 (Eff. 7/1/03)
1	\$ 29,872	\$ 30,843	\$ 31,846
2	\$ 31,891	\$ 32,927	\$ 33,997
3	\$ 33,740	\$ 34,837	\$ 35,969
4	\$ 35,638	\$ 36,796	\$ 37,992
5	\$ 37,539	\$ 38,759	\$ 40,018
6	\$ 39,435	\$ 40,717	\$ 42,040
7	\$ 42,220	\$ 43,592	\$ 45,009
8	\$ 44,131	\$ 45,565	\$ 47,046

(PREPARED BY CSEA/RESEARCH 2/28/01)

CSEA SALARY SCHEDULE 2001-2004

3.25% INCREASE EACH YEAR

HEAD CUSTODIAN HS

STEP	SALARY 2001 - 2002 (Eff. 7/1/01)	SALARY 2002 - 2003 (Eff. 7/1/02)	SALARY 2003 - 2004 (Eff. 7/1/03)
1	\$ 31,031	\$ 32,039	\$ 33,081
2	\$ 33,207	\$ 34,287	\$ 35,401
3	\$ 34,968	\$ 36,104	\$ 37,278
4	\$ 36,722	\$ 37,915	\$ 39,148
5	\$ 38,471	\$ 39,721	\$ 41,012
6	\$ 40,224	\$ 41,531	\$ 42,881
7	\$ 43,065	\$ 44,464	\$ 45,909
8	\$ 45,012	\$ 46,475	\$ 47,985

(PREPARED BY CSEA/RESEARCH 2/28/01)

Pleasantville School District

CSEA SALARY SCHEDULE 2001-2004
3.25% INCREASE EACH YEAR

MAINTENANCE MAN - BUILDING

STEP	SALARY 2001 - 2002 (Eff. 7/1/01)	SALARY 2002 - 2003 (Eff. 7/1/02)	SALARY 2003 - 2004 (Eff. 7/1/03)
1	\$ 31,093	\$ 32,103	\$ 33,147
2	\$ 32,941	\$ 34,011	\$ 35,117
3	\$ 34,735	\$ 35,864	\$ 37,030
4	\$ 36,538	\$ 37,726	\$ 38,952
5	\$ 38,337	\$ 39,583	\$ 40,869
6	\$ 40,129	\$ 41,433	\$ 42,780
7	\$ 42,965	\$ 44,362	\$ 45,804
8	\$ 44,907	\$ 46,366	\$ 47,873

(PREPARED BY CSEA/RESEARCH 2/28/01)

CSEA SALARY SCHEDULE 2001-2004
3.25% INCREASE EACH YEAR

MAINTENANCE FOREMAN - BUILDING

STEP	SALARY 2001 - 2002 (Eff. 7/1/01)	SALARY 2002 - 2003 (Eff. 7/1/02)	SALARY 2003 - 2004 (Eff. 7/1/03)
1	\$ 38,337	\$ 39,583	\$ 40,869
2	\$ 40,187	\$ 41,493	\$ 42,842
3	\$ 41,985	\$ 43,349	\$ 44,758
4	\$ 43,783	\$ 45,206	\$ 46,675
5	\$ 45,586	\$ 47,067	\$ 48,597
6	\$ 47,391	\$ 48,931	\$ 50,521
7	\$ 50,212	\$ 51,843	\$ 53,528
8	\$ 52,151	\$ 53,846	\$ 55,596

(PREPARED BY CSEA/RESEARCH 2/28/01)

Pleasantville School District

CSEA SALARY SCHEDULE 2001-2004

3.25% INCREASE EACH YEAR

OFFICE ASSISTANT (AUTOMATED SYSTEMS)

STEP	SALARY 2001 - 2002 (Eff. 7/1/01)	SALARY 2002 - 2003 (Eff. 7/1/02)	SALARY 2003 - 2004 (Eff. 7/1/03)
1	\$ 23,062	\$ 23,811	\$ 24,585
2	\$ 24,547	\$ 25,344	\$ 26,168
3	\$ 26,265	\$ 27,118	\$ 28,000
4	\$ 27,980	\$ 28,889	\$ 29,828
5	\$ 29,702	\$ 30,667	\$ 31,664
6	\$ 31,418	\$ 32,439	\$ 33,493
7	\$ 33,618	\$ 34,711	\$ 35,839
8	\$ 35,125	\$ 36,267	\$ 37,446

(PREPARED BY CSEA/RESEARCH 2/28/01)

CSEA SALARY SCHEDULE 2001-2004

3.25% INCREASE EACH YEAR

OFFICE ASSISTANT (FINANCIAL)

STEP	SALARY 2001 - 2002 (Eff. 7/1/01)	SALARY 2002 - 2003 (Eff. 7/1/02)	SALARY 2003 - 2004 (Eff. 7/1/03)
1	\$ 23,581	\$ 24,348	\$ 25,139
2	\$ 25,364	\$ 26,189	\$ 27,040
3	\$ 27,280	\$ 28,166	\$ 29,082
4	\$ 29,192	\$ 30,141	\$ 31,120
5	\$ 31,109	\$ 32,120	\$ 33,164
6	\$ 33,022	\$ 34,096	\$ 35,204
7	\$ 35,335	\$ 36,484	\$ 37,669
8	\$ 36,920	\$ 38,120	\$ 39,359

(PREPARED BY CSEA/RESEARCH 2/28/01)

Pleasantville School District

CSEA SALARY SCHEDULE 2001-2004

3.25% INCREASE EACH YEAR

SR. OFFICE ASSISTANT - SR. CLERK / TYPIST

STEP	SALARY 2001 - 2002 (Eff. 7/1/01)	SALARY 2002 - 2003 (Eff. 7/1/02)	SALARY 2003 - 2004 (Eff. 7/1/03)
1	\$ 24,100	\$ 24,883	\$ 25,692
2	\$ 26,181	\$ 27,032	\$ 27,911
3	\$ 28,296	\$ 29,215	\$ 30,165
4	\$ 30,405	\$ 31,393	\$ 32,414
5	\$ 32,515	\$ 33,572	\$ 34,663
6	\$ 34,627	\$ 35,752	\$ 36,914
7	\$ 37,051	\$ 38,255	\$ 39,499
8	\$ 38,716	\$ 39,974	\$ 41,273

(PREPARED BY CSEA/RESEARCH 2/28/01)

CSEA SALARY SCHEDULE 2001-2004

3.25% INCREASE EACH YEAR

SECRETARY TO SCHOOL OFFICIAL/PRINCIPAL

STEP	SALARY 2001 - 2002 (Eff. 7/1/01)	SALARY 2002 - 2003 (Eff. 7/1/02)	SALARY 2003 - 2004 (Eff. 7/1/03)
1	\$ 33,027	\$ 34,100	\$ 35,208
2	\$ 34,856	\$ 35,989	\$ 37,159
3	\$ 36,596	\$ 37,785	\$ 39,013
4	\$ 38,424	\$ 39,673	\$ 40,963
5	\$ 40,346	\$ 41,657	\$ 43,011
6	\$ 42,359	\$ 43,736	\$ 45,157
7	\$ 44,481	\$ 45,927	\$ 47,419
8	\$ 46,706	\$ 48,224	\$ 49,791

(PREPARED BY CSEA/RESEARCH 2/28/01)

Pleasantville School District

CSEA SALARY SCHEDULE 2001-2004

3.25% INCREASE EACH YEAR

REGISTERED PROFESSIONAL NURSE

STEP	SALARY 2001 - 2002 (Eff. 7/1/01)	SALARY 2002 - 2003 (Eff. 7/1/02)	SALARY 2003 - 2004 (Eff. 7/1/03)
1	\$ 22,315	\$ 23,041	\$ 23,789
2	\$ 24,547	\$ 25,344	\$ 26,168
3	\$ 27,132	\$ 28,014	\$ 28,924
4	\$ 29,721	\$ 30,686	\$ 31,684
5	\$ 32,309	\$ 33,359	\$ 34,443
6	\$ 34,899	\$ 36,033	\$ 37,204
7	\$ 37,343	\$ 38,557	\$ 39,810
8	\$ 42,913	\$ 44,308	\$ 45,748

(PREPARED BY CSEA/RESEARCH 2/28/01)