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#### **Contract Database Metadata Elements**

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Scarsdale Ufsd And Csea Local 860  
(Custodial, Grounds & Maintenance)

SD/BC

# AGREEMENT

by and between the  
**BOARD OF EDUCATION**  
of the  
**SCARSDALE**  
**UNION FREE SCHOOL DISTRICT**

and

**CSEA, Local 1000 AFSCME,  
AFL-CIO**

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OCT 03 2002

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



**Scarsdale Schools Custodial, Grounds & Maintenance Unit**  
**Westchester County Local 860**

**July 1, 2000 — June 30, 2004**



56 members



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ARTICLE 1 - RECOGNITION OF THE ASSOCIATION

The Board recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO as the sole and exclusive representative for all full-time and part-time employees of the custodial/cleaners, grounds and maintenance staff employed by the Board, for the purpose of collective negotiations with the Board in determination of the terms and conditions of employment and in respect to the administration of grievances arising under this Collective Bargaining Agreement, as provided in Article 14 of the Civil Service Law. For the purposes of this Collective Bargaining Agreement, the term part-time employee shall mean any employee who works 50% or more of the regularly scheduled workweek, but less than full-time. The term "employee" or "employees," when used hereinafter in this Agreement, shall refer to plant staff employees included in the negotiating unit as above defined.

ARTICLE 2 - SALARY

A. The salary schedule for 1999-2000 is attached hereto as Exhibit A-1 and made a part hereof, reflecting a 3.85% increase.

B. The salary schedule for the year 2000-2001 is attached as Exhibit A-2, reflecting a 3.90% increase.

C. The salary schedule for the year 2001-2002 is attached as Exhibit A-3, reflecting a 3.95% increase.

D. The salary schedule for the year 2002-2003 is attached as Exhibit A-4, reflecting a 4% increase.

E. Salary Schedule Column Assignment

Employees assigned to the positions listed below shall receive an annual base wage in accordance with the corresponding salary column and appropriate step level within the columns.

<u>POSITION</u>	<u>SALARY COLUMN</u>
Cleaner	A
Custodian/Groundsmen	B
Head of Group:	
Head Custodian - Elementary	C
Junior High	C
Senior High	C
Head of Grounds	C
Head of Maintenance	D

Maintenance Mechanic:

Carpenter	D
Electrician	D
Plumber	D
Painter	D
Buildings	D

F. Salary Differentials for Night Cleaner In-Charge, Boiler Room Custodian, Maintenance Mechanic, Head of Maintenance, Groundsmen, Head of Grounds

An annual salary differential payment shall be granted in the amount of nine hundred dollars (\$900) to employees assigned to the positions in the schools listed below:

- i) Night Cleaner In-Charge: Jr. High, Sr. High
- Boiler Room Custodian: Jr. High, Sr. High

An annual salary differential payment in the amount of five hundred dollars (\$500) shall be granted to employees assigned to the positions listed below:

- ii) Head of Maintenance
- Maintenance Mechanic
- Head of Groundsmen
- Groundsmen

Appointment to the above positions and the payment of such differential shall be on an annual basis upon the recommendation of the Superintendent of Schools and subject to the approval of the Board.

G. Head of Group Ratios

Head custodians assigned to the elementary schools shall be paid on Column C of the Salary Schedule with the salary ratio of 100 percent.

Head custodians at the Junior High and Senior High, and Head of Grounds shall be paid on Column C of the salary schedule. Head of Maintenance shall be paid on Column D of the Salary Schedule. Salary ratios for the aforementioned titles are listed below:

Head Custodian Junior High	1.08% of Column C
Head Custodian Senior High	1.12% of Column C
Head of Grounds	1.08% of Column C
Head of Maintenance	1.12% of Column D

H. Longevity Steps

During each year of this contract longevity steps shall be:

1. After six (6) years of consecutive service in Scarsdale, a longevity increment of six hundred dollars (\$600.00) shall be added to the base wage.

2. After ten (10) years of consecutive service in Scarsdale, a longevity increment of twelve hundred dollars (\$1200.00) shall be added to the base wage.

3. After fifteen (15) years of consecutive service in Scarsdale, a longevity increment of nineteen hundred dollars (\$1900.00) shall be added to the base wage.

4. After twenty (20) years of consecutive service in Scarsdale, a longevity increment of twenty-seven hundred dollars (\$2700.00) shall be added to the base wage.

5. The longevity increments referenced above are non-cumulative in nature. During the initial fiscal year of employment, employees who begin service between July 1 and December 31 will be credited with a full year of service as of the following June for the purpose of determining their eligibility for moving to the next level or a longevity increase. Employees who begin service between January 1 and June 30 will not receive any credit for such service as of June 30 with respect to determining their eligibility for moving to the next level or a longevity increase.

Except as otherwise provided in the paragraph immediately above, each employee will be moved annually to the next level on the employees' salary schedule during his employment by the Board until he reaches the top level on the salary schedule. However, the amount of annual salary designated at each appropriate level and column on the salary schedule shall be subject to collective negotiations between the parties.

I. Pesticide Stipend - An employee with a pesticide license, who works in that capacity for the District, shall receive an additional \$350 annually.

### ARTICLE 3 - OVERTIME ASSIGNMENTS AND PAY

#### A. Overtime Assignments

In the interest of providing service to the School District and to the Village and Community groups using school facilities and in certain instances to provide necessary cleaning and/or maintenance of school buildings, overtime work may be required of each employee assigned to the custodial, grounds and maintenance staff of the School District. Each employee is expected to work a reasonable amount of overtime that may be necessary to operate and maintain the school buildings and to serve the School District and the Village and community groups using school

facilities.

The Assistant Superintendent for Business and Plant Services, or his designee, will endeavor to distribute available overtime work as equally as practicable on the following basis: among custodial staff employees as required within each separate school building; among grounds staff employees, as required, within the School District; and among maintenance staff employees, by job skill required, within the District.

Head Custodians, because of their knowledge of the buildings and their job responsibility, may reasonably be required to work certain additional overtime assignments in order to provide adequate service to those using the facilities or to complete the necessary cleaning and maintenance services. Employees who have worked for the Board twelve (12) months or less may be included in the overtime assignments to the extent deemed advisable by the Assistant Superintendent for Business and Plant Services, or his designee.

B. Employees assigned to work on an overtime basis between 2:00 a.m. and 6:00 a.m. - Monday through Saturday will be compensated at twice their normal hourly rate.

C. Employees assigned to work on an overtime basis between 6:00 a.m. and 2:00 a.m. the following day, Monday through Saturday will be compensated at one and one-half times their normal hourly rate.

D. Employees assigned to work on an overtime basis on Sundays or days designated as holidays will be compensated at twice their normal hourly rate.

E. If any employee is called back and requested to work during a time that he would normally be off, he will be guaranteed a minimum of three hours work and paid overtime in accordance with conditions set forth in paragraphs B. C and D above. This call back provision does not apply to any overtime assignment which is contiguous with the employee's regular work day.

F. Compensatory Time Off for Overtime Work

An employee who is assigned to work on an overtime basis for school plant maintenance, custodial services and/or grounds services may request compensatory time instead of receiving pay. Compensatory time off will be calculated at the appropriate overtime rate times the actual clock hours of overtime worked. Compensatory time off must be mutually acceptable to both the employee and the Assistant Superintendent for Business and Plant Services or his designee and approved in writing.



An employee may not have more than ten (10) days of accruals at any given time. All compensatory time shall be used within one (1) year of accruals. No request for compensatory time off shall be withheld unreasonably.

#### ARTICLE 4 - WORK WEEK/ELIGIBILITY FOR BENEFITS

##### A. Full-time Employees

The regular number of weekly hours to be worked by the employee is set forth in Exhibit C annexed hereto and hereby made a part of this agreement.

Effective July 1, 1993, those employees who actually work on a day when school is officially closed due to inclement weather shall receive a compensatory day(s) which will be added to his/her vacation leave.

It is understood that employees may not utilize this day(s) until July 1, 1994.

Full-time employees are eligible for all fringe benefits contained herein.

##### B. Part-time Employees

1) Working less than 50% of the hours set forth in Exhibit C receive no benefits.

2) Working 50% or more, but less than 60% shall receive individual coverage for medical, dental and vision benefits.

3) Employees working 60% or more shall be eligible for family medical coverage and family coverage for dental and vision benefits.

##### C. Uniform Allowance

The Board shall provide a \$150.00 annual cleaning allowance for each employee.

It is understood that the District shall provide each employee on an annual basis three (3) sets of uniforms (shirt and trousers) plus three (3) t-shirts.

#### ARTICLE 5 - TEMPORARY WORK ASSIGNMENT AND RATE OF PAY

A. The Assistant Superintendent for Business and Plant Services or his designee has the right to select and assign an employee to perform the total duties of a higher pay classification in the absence of the employee normally assigned to the higher pay classification, (e.g.: cleaner to

custodian, custodian to head custodian, groundsman to head groundsman, maintenance to head of maintenance).

B. When an employee is assigned by the Assistant Superintendent for Business and Plant Services or his designee and directed in writing to perform the total duties of the higher pay classification on a regular basis for a period of three (3) or more days, he shall be paid at the rate in the appropriate classification which is immediately higher than the rate of pay he is currently being paid in his regular occupied classification from the commencement of service in that assignment.

C. Temporary Assignment - Lower Pay Classification

When an employee is assigned temporarily to perform the duties of a lower pay classification, he will be paid his regular rate of pay.

ARTICLE 6 - SATURDAY SECURITY WORK ASSIGNMENT

A. A custodian in the Senior High School may be assigned on a regular work schedule of forty (40) hours per week (eight (8) hours per day) for five (5) consecutive days, beginning each work week on Tuesday in the forenoon and ending on Saturday in the afternoon. The hours to be worked will be from 7:30 a.m. to 4:30 p.m. on Tuesday through Friday, with a one hour lunch period and from 8:00 a.m. to 4:30 p.m. on Saturday with one-half hour lunch period.

When summer and school break hours are in effect, the hours to be worked will be from 7:30 a.m. to 4:00 p.m. on Tuesday through Friday with one-half hour lunch period and from 8:00 a.m. to 4:30 p.m. on Saturday with one-half hour lunch period.

B. The custodian assigned to this work schedule will be the last man appointed to a daytime position of custodian in the Senior High School. Other daytime custodians from the Senior High may request assignment to the Tuesday through Saturday work schedule; however, the Board reserves the right to make the final decision between the first man assigned to the daytime custodial position and the other daytime custodians requesting assignment to the Tuesday through Saturday work schedule.

ARTICLE 7 - PAY PERIODS AND PAY DATES

A. The Board will pay employees on a biweekly basis. Night custodians will receive their pay checks at the end of the work shift on the Thursday immediately preceding a Friday payday.

B. Overtime work shall be paid on a biweekly basis.

Payments will be made in accordance with the pay schedule outlined above provided, however, that each employee submits his overtime time sheet to the Business Office by the 3rd working day following the close of the period. Any time sheets received after the 3rd working day after the close of the pay period will be processed in the next succeeding pay period.

ARTICLE 8 - RETIREMENT PROVISIONS - NEW YORK STATE EMPLOYEE RETIREMENT SYSTEM

A. The Board will continue to provide:

The Guaranteed Retirement Benefits Plan pursuant to Retirement and Social Security Law, Section 75I. (Twenty (20) year Career Plan). This plan applies to employees in Tiers I and II only.

B. The application of unused sick leave as additional service credit up to a maximum of 165 days upon retirement pursuant to Retirement and Social Security Law, Section 41J.

C. The Guaranteed Minimum Death Benefit pursuant to Retirement and Social Security Law, Section 60B.

ARTICLE 9 - HOSPITALIZATION PROGRAM

The Board shall pay the full cost of the District's health insurance plan during the term of this Agreement: for the individual employee and his/her dependents; for employees who have or will retire who are presently covered by the District's health insurance plan and who have ten (10) years of continuous service in the Scarsdale School system. Such coverage will be provided under the Scarsdale self-insured health insurance plan. The plan, a summary of which is attached hereto and made a part hereof as an exhibit, is hereby incorporated into and made a part of this agreement and may be altered only pursuant to collective negotiations.

ARTICLE 10 - BENEFIT FUND

Employees of this bargaining unit shall receive family dental and family vision insurance benefits and any other insurance benefits that may currently be provided through the Scarsdale Teachers Association, Inc. Benefit Trust Fund.

ARTICLE 11 - LIFE INSURANCE

The Board will provide for each full-time active employee a \$50,000 term group life insurance policy for the duration of the Agreement. The Board will pay the full cost of the life insurance benefit.

Coverage pursuant to this Article shall not apply to

employees until they have completed three (3) months of service.

ARTICLE 12 - SICK LEAVE

A. CUMULATION

The paid sick leave policy for all full-time employees shall be:

<u>YEARS OF SERVICE</u>	<u>DAYS GRANTED ANNUALLY</u>	<u>MAXIMUM CUMULATIVE</u>
1	12	12
2	12	24
3	12	36
4	12	48
5	20	60
6	20	80
7	20	100
8	20	120
9	20	140
10	20	160
11	20	180
12	20	200

In the first year of service, employees employed between January 1 and June 30 will be granted ten (10) days sick leave and maximum cumulative sick leave not to exceed six (6) days.

After completion of twelve (12) years of service, sick leave will be granted at the rate of not more than twenty (20) days a year to the extent necessary within such limitations, to maintain the maximum cumulative leave of two hundred (200) days.

B. REGULAR SICK LEAVE BANK

1. A Sick Leave Bank of one hundred thirty (130) days will be established by the Board for use by employees represented by the Association. A committee of three (3) Association members shall be established to administer the Sick Leave Bank in a reasonable manner.

In order to be eligible for the Sick Bank, an employee must contribute one (1) sick day per year. An employee may be granted up to twenty-five (25) Sick Leave Bank days during a school year, commencing July 1 through June 30 by the Sick Leave Bank Committee.

2. If the Sick Leave Bank is totally expended during the school year, no additional days shall be contributed to the Sick Leave Bank by the Association or the Board. The Board will not grant additional sick days with pay to employees represented by the Association who have

totally used their individual sick leave allocation.

C. SPECIAL SICK LEAVE BANK

1. A Special Sick Leave Bank is to be established by the Board as of July 1, 1986 for use by employees of the Association who have been deemed injured while performing their assigned duties and have used up all of their personal sick leave and have been granted twenty (20) additional days through the regular Sick Leave Bank.

2. A committee of six (6) individuals, three (3) Association members and three (3) Board designees shall be established. The committee shall determine if the employee who has filed a Workers' Compensation claim resulting from an injury while allegedly performing his assigned job duties has evidence to prove that said injury in fact did occur while performing his assigned job duties. If such evidence is acceptable to a majority of the committee, the committee may award up to a maximum of twenty (20) Special Sick Leave Bank days to the individual.

3. If the Workers' Compensation Board payments are returned to the District, the District shall restore sick days first to the employees' personal sick leave account on a day for day basis, then to the regular Sick Leave Bank and then to the Special Sick Leave Bank.

ARTICLE 13 - MEDICAL EXAMINATION

The Board of Education shall pay only for medical examinations required by the Board according to the following schedule:

A. Medical examinations performed by a school physician will be paid in full.

B. The cost of a medical examination, including x-rays performed by the employees' personal physician will be reimbursed up to a maximum of \$100.00 for each member of the unit not reimbursed therefore by the individual's health insurance plan.

C. Medical reports required for new employees by the District will be maintained as confidential information in the employee's personnel folder.

ARTICLE 14 - PERSONAL LEAVE

A. Personal leave days with pay to a maximum of five (5) days annually will be granted to employees for the following reasons:

1. Employee's wedding.

2. Moving employee's household.
3. Birth of a child to the employee's wife.
4. Attending high school or college graduation of employee's son/daughter.
5. Attending Confirmation/Bat or Bar Mitzvah of a child of employee.
6. Illness in the immediate family (spouse, son or daughter).
7. Legal matters - purchase, sale or lease of employee's personal residence.
8. Court appearance - when employee is not a defendant as a result of a charge of committing an infraction or violation of the law.
9. Appearing at the office of the Internal Revenue Service at its request.
10. Appearing for a hearing in a Workers' Compensation case.
11. Personal business which cannot be conducted outside the normal work day.

All unused personal leave days shall be forwarded to sick leave at the end of each fiscal year.

B. An employee shall be allowed two (2) additional days with pay on the occasion of death to the immediate family.

C. Immediate Family Situations

Death in Immediate Family defined as:

Spouse	Mother/Father-in-law
Child	Sister/Brother-in-law
Parent	Son/Daughter-in-law
Brother/Sister	Grandparents/Grandparents in-law

Absence for death in the immediate family may be authorized by the Superintendent with pay up to a maximum of five (5) days which shall be in addition to the five days set forth in Paragraph A provided, however, that not more than a maximum of seven days be authorized annually.

D. One (1) day may be authorized to an employee in the event of death of other relatives, not in the immediate family, or friends.

ARTICLE 15 - ABSENCE FOR JURY DUTY

A. Absence for jury duty shall be excused with no salary deduction and shall not be charged against the employee's allowable leave under any other section of this Agreement.

B. Employees who are summoned to jury duty shall inform

the Personnel Office of such summons on the first working day following receipt of the summons. If the School District requests a cancellation or change of date of jury service, the employee shall cooperate with such request. Employees who fail to comply with the provisions of this Article shall receive no salary for school days missed on jury duty.

#### ARTICLE 16 - VACATION LEAVE

Paid annual vacation for all full-time employment will be:

A. During the initial year of employment - one (1) day per month of employment but not to exceed ten (10) days of paid vacation leave.

B. After one (1) year of continuous service - ten (10) days of paid vacation leave.

C. After three (3) years of continuous service - thirteen (13) days of paid vacation leave.

D. After five (5) years of continuous service - sixteen (16) days of paid vacation leave.

E. After eight (8) years of continuous service - seventeen (17) days of paid vacation leave.

F. After ten (10) years of continuous service - twenty (20) days of paid vacation leave.

G. After fifteen (15) years of continuous service - twenty-two (22) days of paid vacation leave.

H. After twenty (20) years of continuous service - twenty-four (24) days of paid vacation leave.

Vacation leave shall be calculated as of June 30th. After one (1) year of continuous service, employees who were employed between July 1 and December 31 of the initial year of employment shall be granted credit for a full year of service as of June 30th for the purpose of determining their eligibility for annual vacation leave benefit.

Upon the death of an employee or separation from service, the employee's earned unused vacation time shall be computed and paid on a pro-rata basis as follows: the number of vacation days to which the employee is entitled under paragraph A through H of this Article shall be multiplied by the number of months worked by the employee during the fiscal year involved, and the product shall be divided by twelve. Fraction of days of one-half or more shall be counted as full days and fractions less than half a day shall not be counted. The employee shall give at least fourteen (14) days prior

written notice of his or her intended retirement or other separation from the service of the Board.

An employee who is terminated during his first year of employment, pursuant to Article 22 or by way of statutory procedure, shall not be eligible to be paid for accrued but unused vacation time.

#### ARTICLE 17 - HOLIDAYS

All full-time employees will receive sixteen (16) paid holidays per year. Scheduled paid holidays are listed below:

Independence Day  
Labor Day  
Yom Kippur/or Rosh Hashanah  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Washington's Birthday  
Memorial Day

Four (4) additional holidays will be scheduled at the convenience of the Board. The calendar of paid holidays for the employees for the school year 1995-96 is listed in Exhibit D and attached hereto.

#### ARTICLE 18 - CHANGE IN WORK RULES OR CONDITIONS

The Board will notify CSEA not less than five (5) working days in advance of any change in personnel rules or working conditions, except where, in the judgment of the Board, such changes are required due to an emergency. An opportunity will be given to CSEA to review the impending change prior to implementation. However, the Board shall have the right to make the final determination of personnel rules and working conditions not inconsistent with the express provisions of this Agreement.

#### ARTICLE 19 - SENIORITY

##### A. Seniority - Changes of Work Shift and Building Assignment

Involuntary transfers of employees from night shift to day shift and vice versa and from one building to another building will not be made on a punitive basis. In the event that a transfer is contemplated by the District, a meeting shall take place among a committee consisting of any affected employee, the Union (includes the unit president and his



designee) and the District (includes the Assistant Superintendent for Business and his designee) to discuss the transfer and its affect(s) on the employees, the unit and the District.

Following a meeting of the committee, the decision to transfer rests with the Assistant Superintendent for Business. Consideration will be given when making such transfers to an employee's ability, relationships with other employees and students, position openings, district-wide seniority (determined from the date of full-time hire) and the needs of the School District. The Assistant Superintendent for Business following a meeting of the committee will notify in writing all affected parties (including affected employees, unit president, unit vice president) of the District's decision. If a decision is made to transfer, the transfer will take place as soon as practicable after the receipt of written notice.

B. Seniority - Choice of Vacations

Seniority from the date of hiring will prevail for the purpose of the employee's choice of vacation. Seniority will be established and maintained (i) for custodians - within each separate building, (ii) for grounds staff - within the school district and (iii) for maintenance staff - within the school district.

C. Seniority - Promotional Opportunities

If in the judgment of the Assistant Superintendent for Business and Plant Services or his designee that two (2) or more employees in the competitive or non-competitive class are equally qualified for a promotional opportunity, including meeting all applicable Civil Service Requirements and Regulations, the promotion will be made on the basis of seniority.

D. In the event of layoffs among employees in the non-competitive or labor classes, the District shall make every effort to lay off employees in the inverse order of hiring. (It is understood that the decision of the District shall not be subject to the grievance procedure as set forth in this Agreement).

ARTICLE 20 - POSTING NOTICES

Notices of all permanent job openings will be sent to building principals, head custodians, head of maintenance and head of grounds with a request to post said notice on the CSEA bulletin boards specified in Article 27 ("Bulletin Board Space") not later than two (2) weeks prior to filling the position except when it may become impracticable to do so. Although employees in the employ of the Board at the time a

permanent vacancy occurs will be given consideration in filling such vacancy, the CSEA acknowledges that promotions and the filling of job vacancies are the prerogatives of management and are made on the basis of the judgment of the Board, or its designee, as to the applicant's ability, district-wide seniority, competence, integrity and the best interests of the School District. Notices of job openings not posted or removed from the bulletin board by unauthorized person(s) shall in no way limit the Board's authority to appoint an individual to the vacant job. A copy of the job opening notice will be forwarded to the president of the unit at the same time posting distribution is done.

#### ARTICLE 21 - EMPLOYEE PROTECTION

The Board will provide for cost and attorney's fees for actions against, or prosecutions of, employees in accordance with the subject to the provisions of Education Law, Section 3028, time lost by an employee in required court appearances with respect to any action or proceeding covered by this article will not be charged against the employee.

#### ARTICLE 22 - EMPLOYEE SUSPENSION OR REMOVAL APPEAL PROCEDURE - NON COMPETITIVE AND LABOR CLASS EMPLOYEES

Where an employee in the non-competitive or labor class who has completed at least twelve (12) consecutive months of satisfactory services in the School District is suspended and/or removed by action of the Assistant Superintendent for Business and Plant Services, he may appeal such action to the Superintendent of Schools. He may be represented in such appeal by a representative of the CSEA. Such appeal must be made in writing by the employee within seven (7) working days after he receives his notice of suspension or removal. The Superintendent of Schools will make his recommendations to the Board within ten (10) working days after receiving the appeal. The determination of the matter by the Board will be final and conclusive.

#### ARTICLE 23 - TIME OFF TO ADJUST GRIEVANCES

The employee selected as chairman of the CSEA grievance committee will be permitted time off from work for the purpose of adjusting employees' grievances under this Agreement. Before such employee leaves his regular job duties, he must receive permission from the Assistant Superintendent for Business and Plant Services, or his designee, which permission will not be unreasonably withheld, and thereafter inform his immediate supervisor. The granting of any such permission shall be on condition that such time off shall not interfere with his work duties or work performance. Any other officer or member of the unit who wishes to leave his place of assignment during working hours for the purpose of conducting unit business must request and

receive permission from the Assistant Superintendent for Business or his designee.

#### ARTICLE 24 - CSEA ADMITTANCE TO FACILITIES

The President of the Westchester Local of the CSEA or his officially designated representative, or the assigned Labor Relations Specialist, whose name shall be registered with the Assistant Superintendent for Business and Plant Services, will be permitted to enter the School District premises for the purpose of administering the terms and conditions of this Agreement provided, however, that such person shall first obtain approval from the Assistant Superintendent for Business and Plant Services, or his designee, to enter the particular building and shall further observe all other security regulations of the Board upon entering the premises and provided further that there shall be no interference with normal operations as a result of such visits. Such approval generally will not be withheld for more than twenty-four (24) hours after the request is made to enter the premises by the properly authorized official.

#### ARTICLE 25 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: Any dispute arising concerning the interpretation of the express terms of this Agreement shall be the subject of a grievance and shall be processed in accordance with the following procedure, except that the term "grievance" shall not apply to the schedule of salaries and rates of pay and the classification of jobs or to any matter as to which (i) a method of review is prescribed by law or any rule or regulation having the force and effect of law, or (ii) the Board is without authority to act.

Section 2: When a dispute arises, the employee involved will meet informally with the Plant Manager to resolve the issue before instituting a grievance under Section 3 below.

Section 3: If the dispute is not resolved informally under Section 2, a grievance of an employee shall be presented in writing by the employee concerned to the Assistant Superintendent for Business and Plant Services within ten (10) working days from the occurrence of the cause giving rise to complaint or of actual or constructive notice thereof. Failure to present a written grievance within the time limit provided in this section shall constitute a waiver thereof.

Section 4: In the event such grievance is not resolved at the preceding step of the grievance procedure, within five (5) working days from such presentation, it shall then be presented, in writing, by the CSEA to the Superintendent of Schools, or his designee.

Section 5: In the event such grievance is not satisfactorily adjusted at the preceding step of the grievance procedure within five (5) working days from such presentation, then the CSEA shall present the same in writing to the Board for settlement.

Section 6: If the CSEA fails to proceed within any of the stated time periods provided for in this procedure, then the CSEA and the aggrieved employee shall be committed to the position of the Board (or the Assistant Superintendent for Business and Plant Services or the Superintendent of Schools, or his designee, as the case may be) as last stated by it or any of them.

Section 7: In the event that such grievance is not disposed of under Section 5, the Board of the representatives of the CSEA, not later than thirty (30) working days after presentation under Section 5, shall have the right to submit the issue to arbitration before an impartial arbitrator. The submission shall include a brief statement setting forth precisely the express provision to be interpreted by the arbitrator, a statement of the issues to be decided by the arbitrator and the relief sought. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the file, statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's interpretation of the express provision of this Agreement submitted. The arbitrator shall limit his decision strictly to the interpretation of the express provisions of this Agreement submitted to him and he shall be without power or authority to modify, amend, add to or subtract from any of the provisions of this Agreement or to issue any decision or award limiting or interfering with the exercise of the judgment and discretion of the Board and any of its representatives under law and this Agreement. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after request for arbitration as herein above provided, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by Voluntary Labor Arbitration Rules of the American Arbitration Association in the selection of an arbitrator. The arbitrator's fee and the costs and expenses of the arbitration proceeding will be shared equally by the parties to the dispute.

#### ARTICLE 26 - ACCESS TO EMPLOYEES

The Board will permit duly authorized representatives of

the Westchester Local of CSEA to have access to employees for not more than one hour during one working day during the Christmas Recess, Mid-Winter Recess and the Spring Recess as scheduled in the school calendar for the purpose of explaining CSEA membership, services and programs. The granting of any such permission shall be on the condition that such access shall not interfere with work duties or work performance and further, that admittance to the School District premises shall be subject to the terms and conditions specified in Article 24 ("CSEA Admittance to Facilities").

#### ARTICLE 27 - BULLETIN BOARD SPACE

The Board will provide one bulletin board in each school building, accessible to the employees, for the purpose of use by the CSEA for posting of meeting notices and other communications concerned with the conduct and administration of CSEA business. Such material for posting shall be submitted to the Assistance Superintendent for Business and Plant Services, or his designee, before posting. If the bulletin board is used for any purpose other than that permitted by this section, the Board shall have the right to revoke the bulletin board privilege provided for in this section.

#### ARTICLE 28 - DELEGATE ATTENDANCE AT N.Y. STATE CSEA MEETINGS

One employee elected as delegate will be permitted to attend the state organization convention of the Civil Service Employees Association, Inc. once per year for not more than two (2) days, with pay on straight time basis, with a limit of eight (8) hours per day.

#### ARTICLE 29 - DUES DEDUCTION

The Board will, upon presentation of dues deduction and insurance premium deduction (as hereinafter specified) cards duly signed by the individual employee to which this Agreement is applicable, and until cancellation or withdrawal of such card or separation of such employees from the employ of the Board, make deductions from the wages of such employees on each regular pay period, in the amounts so designated on the authorization cards as membership dues deduction and/or insurance premium deductions and will remit such deductions to the Civil Service Employees Association, Inc., (CSEA), within fifteen (15) days after the payroll for which deductions were made. The insurance premium deductions referred to herein shall be limited solely to those premiums which the Board is able to deduct simultaneously with the dues deductions it will make from the wages of such employees as provided for in this paragraph. The CSEA and the employees who sign such dues deduction and insurance premium deduction authorization cards, jointly and severally, agree

to indemnify and hold the Board harmless against any claim loss, liability and expense arising out of or in connection with such dues deduction and/or insurance premium deduction and the use thereof by the CSEA. The Board, during the term of this Agreement, will not permit payroll deductions from the wages of the employees for any other employee organizations to the extent permitted by law.

The Civil Service Employees Association, Inc., having been recognized as the exclusive representative of employees within the bargaining unit represented by this agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The District shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

#### ARTICLE 30 - COPIES OF AGREEMENT

The Board will reproduce the negotiated contract for distribution to all employees in the bargaining unit.

#### ARTICLE 31 - NO STRIKE AFFIRMATION

The CSEA affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

#### ARTICLE 32 - MANAGEMENT RIGHTS

The Association recognizes that the management of the School District, the control of its properties and maintenance of order and efficiency, are solely the responsibility of the Board. The Association further recognizes that the Board, among other things, shall have the right from time to time to make such rules and regulations as it deems necessary and proper for the conduct of employees, provided such rules and regulations shall not be inconsistent with the express provisions of this Agreement.

#### ARTICLE 33 - APPLICABLE LAW

This Agreement, and all of the rights and obligations defined herein and hereunder, is reached between the parties under and pursuant to Article 14 of the Civil Service Law of the State of New York (Public Employees Fair Employment Act).

#### ARTICLE 34 - STATUTORY PROVISIONS

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 35 - SEPARABILITY

If any legislation or court decision renders any portion of this Agreement invalid or unenforceable, the invalid or unenforceable provisions shall be deemed severed from the Agreement, and the remaining provisions shall continue in full force and effect.

ARTICLE 36 - PROFESSIONAL STANDARDS

A joint committee comprised of equal numbers of management and the Union shall be convened to establish procedures for employee evaluations.

ARTICLE 37 - TERM OF AGREEMENT

A. This contract shall be for four (4) years commencing July 1, 2000 and continuing through June 30, 2004. All other terms and conditions of this Agreement shall remain unchanged through June 30, 2004 unless mutually agreed upon by both parties.

B. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and they therefore further agree that negotiations will not be reopened on any item, whether contained herein or not, during the term of the Agreement.

In witness thereof, the parties hereto have caused these presents to be signed in their names and on their behalf by their respective representatives thereunto duly authorized, the day and year first above written.

BOARD OF EDUCATION OF  
SCARSDALE UNION FREE SCHOOL DISTRICT  
SCARSDALE, NEW YORK 10583

BY *Susan B. Cohen*  
PRESIDENT, BOARD OF EDUCATION

*Joseph Weber*  
ASSIST. SUPERINTENDENT OF SCHOOLS

*Chaim M. Stein*

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, WESTCHESTER COUNTY LOCAL 860,  
SCARSDALE SCHOOLS, CUSTODIAL, GROUNDS AND MAINTENANCE  
UNIT

BY *[Signature]*  
UNIT PRESIDENT

*Douglas Morison*  
CSEA LABOR RELATIONS SPECIALIST



Exhibit C

<u>POSITION</u>	<u>HOURS PER WEEK</u>
A Cleaner/Night Cleaner in Charge	37.5
B Groundsmen/Motor Equipment Operator	40.0
B Day Custodian/Boiler Room Custodian (Middle School & Senior High)	40.0
C Head Custodian (Elementary, Middle School, Senior High)	40.0
D Head of Grounds	40.0
D Head of Maintenance	40.0
D Maintenance Mechanics - Carpenter	40.0
Electrician	40.0
Plumber	40.0
Painter	40.0
Buildings	40.0

**Custodial Salary Schedule  
2000-01**

Increase 3.85%

Step		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
1		\$30,681	\$33,579	\$38,356	\$40,172
2		\$32,172	\$34,925	\$39,700	\$41,515
3		\$33,520	\$36,276	\$41,052	\$42,869
4		\$34,887	\$37,634	\$42,424	\$44,234
5		\$36,245	\$38,985	\$43,789	\$45,580
6		\$38,319	\$41,443	\$46,145	\$48,077
<b>Longevity</b>					
Year 7	\$600	\$38,919	\$42,043	\$46,745	\$48,677
Year 11	\$1,200	\$39,519	\$42,643	\$47,345	\$49,277
Year 16	\$1,900	\$40,219	\$43,343	\$48,045	\$49,977
Year 21	\$2,700	\$41,019	\$44,143	\$48,845	\$50,777
JW/df 1/9/01					

**Custodial Salary Schedule  
2001-02**

Increase 3.9%

Step	A	B	C	D
1	\$31,878	\$34,888	\$39,852	\$41,739
2	\$33,426	\$36,287	\$41,248	\$43,134
3	\$34,827	\$37,690	\$42,653	\$44,541
4	\$36,248	\$39,102	\$44,078	\$45,959
5	\$37,658	\$40,506	\$45,497	\$47,357
6	\$39,813	\$43,060	\$47,945	\$49,952

**Longevity**

Year 7	\$600	\$40,413	\$43,660	\$48,545	\$50,552
Year 11	\$1,200	\$41,013	\$44,260	\$49,145	\$51,152
Year 16	\$1,900	\$41,713	\$44,960	\$49,845	\$51,852
Year 21	\$2,700	\$42,513	\$45,760	\$50,645	\$52,652

JW/df  
1/9/01

**Custodial Salary Schedule  
2001-02**

Increase 3.9%

Step	A	B	C	D
1	\$31,878	\$34,888	\$39,852	\$41,739
2	\$33,426	\$36,287	\$41,248	\$43,134
3	\$34,827	\$37,690	\$42,653	\$44,541
4	\$36,248	\$39,102	\$44,078	\$45,959
5	\$37,658	\$40,506	\$45,497	\$47,357
6	\$39,813	\$43,060	\$47,945	\$49,952

**Longevity**

Year 7	\$600	\$40,413	\$43,660	\$48,545	\$50,552
Year 11	\$1,200	\$41,013	\$44,260	\$49,145	\$51,152
Year 16	\$1,900	\$41,713	\$44,960	\$49,845	\$51,852
Year 21	\$2,700	\$42,513	\$45,760	\$50,645	\$52,652

JW/df  
1/9/01

**Custodial Salary Schedule  
2002-03**

Increase 3.95%

Step	A	B	C	D
1	\$33,137	\$36,266	\$41,426	\$43,387
2	\$34,747	\$37,721	\$42,878	\$44,838
3	\$36,203	\$39,179	\$44,338	\$46,300
4	\$37,680	\$40,646	\$45,819	\$47,774
5	\$39,146	\$42,106	\$47,294	\$49,228
6	\$41,386	\$44,760	\$49,839	\$51,925

**Longevity**

Year 7	\$600	\$41,986	\$45,360	\$50,439	\$52,525
Year 11	\$1,200	\$42,586	\$45,960	\$51,039	\$53,125
Year 16	\$1,900	\$43,286	\$46,660	\$51,739	\$53,825
Year 21	\$2,700	\$44,086	\$47,460	\$52,539	\$54,625

JW/df  
1/9/01

**Custodial Salary Schedule  
2003-04**

Increase 4%

Step	A	B	C	D
1	\$34,462	\$37,717	\$43,083	\$45,123
2	\$36,137	\$39,229	\$44,593	\$46,632
3	\$37,651	\$40,746	\$46,111	\$48,152
4	\$39,187	\$42,272	\$47,652	\$49,685
5	\$40,711	\$43,790	\$49,186	\$51,197
6	\$43,041	\$46,551	\$51,832	\$54,002

**Longevity**

Year 7	\$600	\$43,641	\$47,151	\$52,432	\$54,602
Year 11	\$1,200	\$44,241	\$47,751	\$53,032	\$55,202
Year 16	\$1,900	\$44,941	\$48,451	\$53,732	\$55,902
Year 21	\$2,700	\$45,741	\$49,251	\$54,532	\$56,702

JW/df  
1/9/01