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## UNDERSTANDING OF AGREEMENT

AGREEMENT dated \_\_\_\_\_, between the Board of Education, Mount Pleasant Central School District, Thornwood, Westchester County, New York, (hereinafter referred to as the "Employer") and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester Local 860, Mount Pleasant Custodial Unit (hereinafter referred to as the "CSEA").

TERM OF CONTRACT: July 1, 2015 through June 30, 2020.

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

### ARTICLE I RECOGNITION

#### SECTION 1 – RECOGNITION

The Mount Pleasant Board of Education recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Westchester Local 860, Mt. Pleasant Custodial Unit pursuant to its terms of certification as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for the employees in the bargaining unit as defined in Appendix "A".

### ARTICLE II PAYROLL DEDUCTIONS

#### SECTION 1 – DUES

- a) The District agrees to deduct dues for membership in the local Union which is recognized by the Board as the bargaining unit. Union members shall waive all right and claim for said monies so deducted and transmitted in accordance with the authorization and relieve the Board and all of its Officers for any liability therefore.
- b) Dues shall be deducted in twenty four (24) installments beginning with the first salary payment of October. The dues so deducted will be forwarded to the Treasurer of the Union no later than five days following the date of deduction from the Union member's paychecks.

- c) The District agrees to deduct an agency fee in accordance with the Agency Shop Fee Deductions provision below in the amount of the full dues of the Union, as set forth in "a" above, for all Union members who have not filed a payroll dues deduction form with the District or not having paid dues outright to the Union. The Union shall notify the District of any and all Union members subject to the agency fee deduction within thirty (30) days of the beginning of the school year or within thirty (30) days of initial employment by the District for Union members hired during the school year.
- d) The Union affirms that it has implemented an agency fee refund procedure which complies with applicable law.
- e) The Union hereby agrees to indemnify the District and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the honoring by the District of dues deduction authorization and the transmitting of such deducted dues to the Union.

## SECTION 2 - INSURANCE

The Employer agrees to deduct CSEA Group Insurance premiums from salaries of employees who file written authorization with the employer and who join the CSEA Group Insurance Plan and remit same to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210.

## ARTICLE III EMPLOYER -CSEA RELATIONSHIP

### SECTION 1 - NO STRIKE AFFIRMATION

The CSEA affirms that it does not assert the right to strike against the Employer and agrees that it will not cause, instigate, encourage or condone any such strike or impose upon any of its members or others, an obligation to cause, instigate, encourage or condone 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 - CSEA AFFAIRS

The CSEA 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 expressly modified by this agreement.

#### SECTION 5 - BULLETIN BOARD

The CSEA shall have the right to post notices relating to its affairs on Bulletin Boards to be furnished and designated by the Employer, limited to non-controversial matters.

#### SECTION 6 - REPRESENTATION

A. The Employer recognizes the right of the employees to designate representatives of the CSEA to appear on their behalf to discuss grievances and disputes as to the terms and conditions of this contract to visit employees during working hours, but when school is not in session. Such employee representatives shall also be permitted to appear at public hearings before the Board of Education upon request of the employees.

B. The President of the Westchester Local 860 of the CSEA, Inc., or his designated agent or the Labor Relations Specialist of CSEA 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 no 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. The local unit shall have the right to hold two-hour meetings once a month when school is not in session.

#### SECTION 7 - LABOR/MANAGEMENT COMMITTEE

There shall be established a committee consisting of no more than three representatives from each party who shall meet upon mutual agreement to discuss items of concern. The request for a meeting shall be in writing with an agenda and, upon receipt of request, a meeting shall be set up within 15 working days.

## SECTION 8 - CONVENTION OBLIGATION

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

## SECTION 9 - CONTRACT OBLIGATION

The Employer agrees to furnish a copy of this Agreement to each present employee and each new employee.

## SECTION 10 - 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 CSEA, or because of membership in CSEA and the CSEA, its members, officers and agents shall not coerce employees into membership in the CSEA in any unlawful manner.

B. Neither the Employer nor the CSEA 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 CSEA 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 CSEA and its members will use their best endeavors to protect the interest of the school system, to conserve its property, protect the pupils and give service of the highest quality.

## SECTION 11 - CHANGE IN PROCEDURE

Any proposed changes in personnel rules, working conditions and regulations shall be submitted to the CSEA for full discussion before becoming final.

ARTICLE IV  
WORK WEEK, WORK DAY AND OVERTIME

SECTION 1 - WORK WEEK

The basic work week shall be forty (40) hours, Monday through Friday. All overtime shall be distributed on a fair and equitable basis. Each custodian agrees to work overtime in emergency situations, including weather situations, and at least one (1) extra duty per two week period.

The following shifts shall be in effect:

1. 5:45 am – 2:15 pm
2. 6:00 am – 2:30 pm
3. 6:30 am – 3:00 pm
4. 7:00 am – 3:30 pm
5. 8:00 am – 4:30 pm
6. 2:00 pm – 10:00 pm
9. 2:30 pm – 10:30 pm
10. 3:00 pm – 11:00 pm

Employees currently assigned to the above mentioned starting and quitting times shall not be changed unless mutually agreed to except that for full-time employees hired after April 16, 1997, the District, upon two (2) weeks' notice and after a meeting with the affected employee, the Supervisor of Buildings, Grounds and Security and the Unit President, shall be allowed to change an employee's work shift.

It is understood that there shall be only one (1) change per fiscal year for that employee.

It is understood that the District reserves the right to assign one (1) employee only, hired after August 5, 1997 to work a Tuesday through Saturday regular work shift, at the High School/Middle School Complex, whose starting and quitting time shall be mutually agreed upon between the District and the Union.

Employees who are required to work on days when school is closed due to snow, shall receive a compensatory day off for said work.

Additionally, on all days when there is either a delayed opening or early dismissal, employees shall be credited with an equal amount of compensatory time off.

SECTION 2 - WORK DAY/WORK WEEK

The basic work day shall be eight and one-half (8-1/2) hours, including one-half (1/2) hour for lunch, Monday through Friday.

Any employee whose shift begins at 2:00 p.m. or later shall work an eight (8) hour day including one-half (1/2) hour for meal time.

### SECTION 3 - OVERTIME

Employees who are assigned overtime work that is performed in addition to the normal schedule as prescribed in Section 2 of this Agreement (including Saturday), shall be compensated at the rate of one and one-half times the normal hourly rate of pay for each hour worked. Employees who are assigned work performed on Sundays and legal holidays shall be compensated at twice the normal hourly rate of pay for each hour worked.

It is understood that project work may be assigned to an employee who is working on a scheduled basis under the following conditions:

- 1) The assignment of project work will be made by the Supervisor of Buildings, Grounds and Security.
- 2) The person in charge of the event i.e. teacher, chaperone, coach etc., is entirely responsible for the conduct of the students/visitors at the event, therefore, the employee will not be responsible for any damage, vandalism etc., that may result while project work is being done.
- 3) All assignments for project work shall be applied on a reasonable and equitable basis.
- 4) However, it is understood that if an issue of health and safety arises, as determined by the employee assigned to the project work, priority attention will be given to address that issue first and foremost.

Employees in the custodial unit may be assigned to weekend inspection duty of the District's schools by the Superintendent or his designee. Such assignments shall be made on a rotating basis. This assignment will not be considered "call in time" as provided in Article XI, Section 1 but will be paid as assigned "overtime" under Article IV for the exact number of hours authorized and worked.

The employee will receive payment of earned overtime every two weeks with his regular pay check.

One time per month, the District shall provide the Union President with a report regarding overtime.



SECTION 4

A minimum of two hours overtime shall be given to employees when they are called in to work outside of their regular shift. (Weekend Inspection Duty Assignments are excluded from this provision per Article IV - Section 3 of this agreement).

SECTION 5

It shall be determined by the Employer when two or more custodians shall be assigned to night activities.

ARTICLE V  
VACATIONS

SECTION 1

The vacation schedule shall be as follows:

1 year to less than 5 years	12 days
5 years to less than 10 years	18 days
10 years or more	20 days

For all employees hired on or after July 1, 2000 he/she will earn vacation days pro-rated on monthly time as follows:

- Date of hire through 5 years - 12 days
- After 5 years - 18 days
- After 10 years - 20 days

SECTION 2

Earned vacation pay will be received by the employee prior to his going on vacation. General Municipal Law shall apply in the matter of earned and unused vacation credits at death or termination of the employee's services.

SECTION 3

All vacations shall normally be taken when school is not in session except for the week following the last day of school and the week prior to the start of school. Vacations are to be taken at the discretion of the Building Principal and shall not be unreasonably withheld. It is agreed that earned vacations must be based upon years of service in the Mt. Pleasant Central Schools.

A maximum of five (5) days may be carried over with authorization from the Superintendent of Schools.

ARTICLE VI  
HOLIDAYS

It is understood that all employees shall be guaranteed fourteen (14) holidays per year.

Within two (2) weeks after the adoption of the official school calendar for the following fiscal year, representatives of both sides shall meet to discuss the holidays to be observed.

ARTICLE VII  
SICK LEAVE, PERSONAL LEAVE, AND BEREAVEMENT LEAVE

SECTION 1 - SICK LEAVE

After thirty (30) days of employment, employees shall earn sick leave at the rate of one (1) day per month not to exceed ten (10) days during the first year of employment. Thirteen (13) days sick leave shall be granted annually to those personnel who are granted permanent appointment by the Employer. For those employees hired after November 18, 2009, sick leave days shall be reduced from thirteen (13) to twelve (12).

An employee is eligible to carryover any unused sick days up to a maximum of 225, for employee use only. Additionally, should an employee retire from the District, he/she can, if desired, request that their unused sick days up to a maximum of 165 be credited to the New York State Retirement System (ERS).

SECTION 2 - SICK BANK

A Sick Leave Bank (SLB) shall be established to provide income protection to participants in the event that a unit member suffers from a prolonged or disabling illness or accident and who has exhausted his/her leave time.

Enrollment

In order to be eligible to access the SLB, unit members must have been employed by the Mount Pleasant Central School District for a minimum of six (6) months in a title represented by the unit.

1. Unit members with six (6) months of service to the District may enroll on the first day after his/her six (6) months of service to the District; or
2. In subsequent years proved that he/she reimburse the SLB with the initial contribution of sick days as required.

### Committee

A Board of Governors shall administer the SLB. The Board shall consist of four (4) total members. Two (2) members shall be appointed by the President of the unit and two (2) members shall be appointed by the Superintendent of Schools. Unless otherwise stated, decisions of the Board of Governors will be made by majority vote and shall be final and binding and not subject to the grievance and arbitration procedures.

The Board of Governors shall prepare appropriate forms of contribution of Leave Days and Leave Day Withdrawal Request forms and shall assure their availability to all who are entitled to receive them. Additionally, the Board of Governors shall establish procedures for maintenance of appropriate records with respect to the SLB in conjunction with the Business Office and/or the Office of Human Resources.

All forms approved by the Board of Governors shall be forward promptly to the Business Office and/or the Office of Human Resources. Any disapproval shall be returned promptly to the applicant, together with an explanation for such disapproval.

### Contributions

1. The initial contribution required of each eligible unit member shall be two (2) sick leave days.
2. The Board of Governors shall call upon each SLB participant for contributions of one (1) additional day each whenever the total number of days in the SLB falls below twenty-five (25) days.

### Withdrawals

A participant of the SLB must exhaust all accumulated sick leave days and wait twenty (20) working days from the date the prolonged or disabling illness or accident occurred prior to being eligible for SLB days. Said wait period can only be waived by unanimous agreement of the Board of Governors.

1. Withdrawals from the SLB may only be made when a unit member suffers from a prolonged or disabling illness or accident and who has exhausted his/her leave time.
2. Each SLB Withdraw Request must be accompanied by a statement signed by a physician confirming the nature of the illness or injury and the anticipated duration of the resulting incapability to attend to the unit member's duties.
3. Should the Board of Governors so request, either before or after approval of a SLB Withdrawal Request, the unit member shall be required to undergo a medical review by a physician of the Board of Governor's choice based upon the available doctors in the employee's health care insurance plan.

4. The Board of Governors shall not grant a withdrawal of more than thirty (30) days for any one (1) unit member at any one (1) time. Additional leave days may be granted to a unit member after any thirty (30) day grant only on request to, and after review by, the Board of Governors and compliance with any reasonable requirements requested by the Board of Governors. The maximum lifetime benefit available to any participant in the SLB shall be one hundred eighty (180) days.

#### Miscellaneous

1. SLB provision will not apply if an employee is adjudged by the Board of Governors to be permanently incapacitated and consequently not able to return to work.
2. Employees who are eligible for full benefits (this does not refer to disability retirement benefits) under the New York State Retirement System will be limited to a maximum withdrawal of one hundred eighty (180) days.

#### SECTION 3 - PERSONAL LEAVE

(A) Up to 3 days personal leave may be granted annually. Request for personal leave shall be submitted to the immediate supervisor at least three (3) school days prior to the date of requested leave (except in emergencies) stating the specific reason for the requested leave. One (1) day of the three (3) may be taken without reason. The personal business must be of such nature that it could not be conducted at a time when school is not in session. Personal leave days could not be used for gainful employment elsewhere.

(B) Personal leave days taken immediately preceding or following a regularly scheduled vacation or holiday must receive prior written approval of the immediate supervisor and the Superintendent. The request must state a specific reason for the personal leave day.

(C) The three (3) personal leave days referred to in paragraph "A", if not used, will be accumulated as sick leave.

(D) More than three (3) personal leave days may be granted annually at the discretion of the Superintendent of Schools or the Board. However, personal leave days in excess of three (3) shall be deducted from accumulated sick leave.

#### SECTION 4 - BEREAVEMENT LEAVE

Five (5) days leave will be granted for death in the immediate family: mother, father, husband, wife, child, brother, sister, mother-in-law, father-in-law, and grandchild. Additional time may be granted at the discretion of the Board of Education.

Two days leave will be granted for death in the intermediate family: aunt, uncle, grandparent, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. Additional time may be granted at the discretion of the Board of Education.

ARTICLE VIII  
PENSIONS, HEALTH INSURANCE AND LIFE INSURANCE

SECTION 1 - PENSIONS - RETIREMENT PLAN

A. The Employer will provide Plan 75i (20 year Plan of the N.Y.S. Retirement and Social Security Law).

B. It is compulsory for non-professional personnel in the competitive Civil Service classification, earning in excess of \$1,500 a year, to join the New York State Retirement System in order to collect Social Security benefits.

C. Non-professional employees who have been employed for at least twenty full years shall receive additional compensation in the amount of \$2,500 to be paid in one (1) lump sum on the last payroll period preceding the effective date of retirement. Employee's seniority will accrue as of the date of hiring by the employer. Employees who retire after 15 years will receive \$2,000. The total at any time will not exceed \$2,500. It is agreed that years earned must be in the service of the Mt. Pleasant Central School District.

In order to receive the above stated payments, employees must submit a notice at least ninety (90) days prior to his/her retirement date. The ninety (90) day notice may be waived by the Superintendent of Schools for good cause shown.

D. The Employer shall provide optional coverage 41J of the N.Y.S. Retirement and Social Security Law (application of unused sick leave forwarded to service credit upon retirement).

E. The Board of Education will provide Section 60B of the Employees Retirement System (guaranteed death benefit.)

SECTION 2 - HEALTH INSURANCE

A. The Employer will continue to participate in the Southern Westchester Schools Health Plan and eligible active employees shall receive Family or Individual health insurance coverage.

Employees of the unit who receive health insurance coverage will contribute the amounts set forth below each year towards the cost of this coverage. Deductions from payroll will be made over twenty-four (24) payroll periods.

Active employee health insurance contribution shall be in the following manner:

School Year	Health Insurance Contribution Rate
2015/2016	9%
2016/2017	9%
2017/2018	11%
2018/2019	13%
2019/2020	14.5%

Effective at the close of business on June 30, 2020, the contribution rate shall increase to 15% for all unit members.

All unit members hired on or after January 20, 2016 shall contribute 15% towards his/her health care premiums.

The District shall contribute only the standard Medicare Part B premium for those unit members retiring on or after July 1, 2016.

B. All full time employees are eligible to enroll in the program, but should do so within three (3) months of their first day of employment.

C. Health Insurance Buyout

Employees covered under the District's health insurance plan may convert such coverage to salary under the following conditions:

1) Full-time members of the bargaining unit who are covered under another health insurance plan, other than the District's plan, under either a spouse or relative, may opt to waive coverage under this agreement for a full year by completing the appropriate form furnished by the District. In order to be eligible for this option a member of the bargaining unit must certify that he or she has health insurance through another source. Employees electing to waive said coverage shall receive 50% of the premium savings, less the cost of retirement, social security, or other applicable fringes.

Effective November 18, 2009, all newly hired employees who opt to take the health insurance buy-out shall receive an amount of \$4,000 for those employees otherwise entitled to family coverage, \$3,500 for those employees otherwise entitled to 2-person coverage, or \$2,000 for those employees otherwise entitled to individual coverage, less any amounts for retirement, social security, or other applicable fringes that must be paid on this amount.

2) Employees electing to reduce their coverage must do so each year by March 1st, with the provisions of this section taking effect on July 1st. Payment of the employee's share shall begin with the first half payment on the payroll nearest to October 15th, and a second payment nearest to April 15th. Full coverage will be automatically reinstated each year the employee fails to file. Reinstatement shall take place on July 1st and all benefits will be available on that date.

3) In the event that an employee's status changes drastically so that this arrangement causes a severe hardship on the employee, that employee may apply for reinstatement. Such circumstances may include death of a spouse, loss of a spouse's employment, loss of a spouse's insurance coverage, or divorce, but not limited to the aforementioned examples.

D. The District reserves the right to change health insurance carriers, however, it is the intent of the parties that the benefits available to the membership are the benefits available through the Southern Westchester Schools Health Insurance Cooperative, for the applicable benefit year for eligible employees, dependents and retirees.

The foregoing is subject to Article XV of this agreement.

### SECTION 3- RETIREES - GROUP HEALTH INSURANCE

The coverage of health insurance for members of the Union who retire ninety (90) days or less after November 18, 2009, shall be continued with the Board paying 100% of all premiums, provided that the retiree meets the following requirements:

- (a) Has completed a minimum of eight (8) years of service with the District;
- (b) Has qualified for retirement as a member of the retirement system, administered by the State of New York or one of its Civil Divisions. This is to mean that if a retired employee is receiving a pension from the State, said employee is qualified; and
- (c) Has been enrolled in the group health insurance program for the period required by law and/or regulations.

In addition to the requirements set forth above, members of the Union who retire more than ninety (90) days after November 18, 2009 and wish to continue their health insurance coverage into retirement shall be required to make the same percentage contribution to the cost of health care premiums he/she was making immediately prior to retirement. Said percentage contribution shall continue until he/she is Medicare eligible at which time Medicare will become primary coverage for the retiree and he/she would not be required to make any further contribution towards health coverage.

Employees hired after November 18, 2009, shall be required to complete a minimum of fifteen (15) years of service with the District prior to being eligible for health insurance into retirement.

**Surviving Spouse Benefit:**

Effective July 1, 2009, upon the completion of ten (10) years of service with the District, the District shall provide health insurance for three (3) months to the surviving spouse of a District employee who passes away during the first year of his/her retirement. The premium costs of said coverage shall be paid by the District, less any premium contributions owed by the retiree.

**SECTION 4 - LIFE INSURANCE**

The District shall provide a life insurance policy in the amount of \$25,000 for each employee in the bargaining unit.

**SECTION 5 - DISABILITY INSURANCE**

The District shall provide the New York State Disability Insurance Plan for all employees in the bargaining unit.

**ARTICLE IX**  
**SENIORITY**

**SECTION 1 - COVERAGE**

In the event that the District determines an imperative need to provide coverage, at a place other than presently provided, it shall immediately contact the Union so that meaningful discussions may take place in order to arrive at a mutually agreed upon solution.

With respect to involuntary transfers of employees from one building to another, it is understood that the transfer will not be made on a punitive basis.

Additionally, strong consideration shall be given to an employee's seniority.

**SECTION 2 - CURTAILMENT OF STAFF**

The District shall follow Section 80 of the New York State Civil Service Law in the event of curtailment of staff. This section shall be applied to all non-competitive, competitive and labor class titles.

**SECTION 3 - SENIORITY -VACATION**

Seniority shall prevail in the choice of vacation periods



**SECTION 4 - POSTING OF JOB OPENINGS, ETC.**

All job openings, vacancies and/or creation of new job titles within the unit shall be posted in the school buildings for five (5) days. The position shall be offered to the most qualified employee with seniority as a consideration before any outside hiring is done.

**ARTICLE X**  
**SALARIES**

**SECTION 1 -SALARY SCHEDULE**

Effective July 1, 2015 and thereafter as noted below, the Union's salary schedules shall reflect the following increases:

2015/16	2%
2016/17	2%
2017/18	2%
2018/19	2%
2019/20	2%

It is expressly acknowledged by the parties that all employees who are on step (i.e. below top step of the salary schedule) shall continue to receive step (i.e. increment) each year of the Agreement until such time as he/she progresses to the top step.

Extra Duties: The stipends and/or differentials are set forth in the salary schedules of the collective bargaining agreement.

When an individual is hired prior to January 1st, he/she shall progress to the next step on the salary schedule as of July 1st of the next school year.

When an individual is hired on or after January 1st, he/she shall remain on the same step until June 30th of the following school year.

**SECTION 2 - PAY PERIOD**

The Employer will adopt a bi-weekly pay schedule.

**SECTION 3 - COMPENSATION AND FRINGE BENEFITS**

All compensation and fringe benefits payable under this agreement are subject to the approval of, and rules and regulations of the Pay Board or other appropriate federal agencies. Any compensation and fringe benefits found contrary to law or regulations shall, if previously paid, be recouped by the Employer by deduction against payroll.

**SECTION 4 – LONGEVITY**

All employees in the bargaining unit shall have added to their annual base compensations, the amounts reflected in the following longevity schedule. These amounts shall be cumulative.

The longevity schedules for Union members shall be as follows:

After 8 Years	\$1300.00
After 15 Years	\$1400.00
After 20 Years	\$1500.00
<b>Total</b>	<b>\$4200.00</b>

**ARTICLE XI**  
**UNIFORMS**

The District shall annually provide the following uniform items:

- 1). Seven (7) shirts (golf/polo, button down or wind type)
- 2). Five (5) khaki trousers (optional for employees)
- 3). One (1) pair of coveralls
- 4). One (1) lightweight jacket

Moreover, it is understood that the insignia, on all of the above mentioned items, shall be the "pawprint" insignia only.

It is further understood that the employees shall be responsible for maintaining and cleaning the uniform items.

There shall be established a uniform committee comprised of representatives from both sides to agree on how all of the foregoing shall be implemented.

ARTICLE XII  
JOB AND WORK SECURITY

SECTION 1 - PROBATIONARY PERIOD

Upon the completion of a fifty-two (52) calendar week probationary period, all non-competitive and labor class employees shall be afforded the same rights as competitive class employees have under the provision of Section 75 of the Civil Service Law as it relates to removal and/or suspension. In accordance with Civil Service Law, no unit member shall be terminated prior to the twelve (12) calendar week minimum probationary period.

SECTION 2 - WORK SECURITY

A. An employee may be assigned temporarily to perform the duties of a higher classification only in emergencies and shall be compensated at his regular pay except if the assignment exceeds five (5) consecutive days and then he shall be compensated at the rate assigned to the higher classification.

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

C. Custodial employees should not perform duties which may be physically dangerous, while they are alone in buildings. Examples of such activities are: climbing ladders, carrying large or heavy articles up and down stairs, working on electrical panel boxes, etc.

SECTION 3 - JOB SECURITY

Work usually performed by employees covered by this agreement shall not be contracted out if it will result in the loss of employment to the employees covered by this Agreement.

SECTION 4 - LABOR RELATIONS DISPUTES

In the event that school is closed due to labor relations disputes between parties not covered by this agreement, then there shall be no change in the present work policy to custodial personnel not directly involved in the aforementioned dispute and covered by this agreement.

SECTION 5 - RETIREMENT/RESIGNATION NOTICE

At least twenty (20) working days' notice will be required for all retirement and resignation announcements when possible. Failure to follow this clause will result in the loss of separation benefits.

ARTICLE XIII  
EMPLOYEE BENEFIT FUND

The Board of Education will annually contribute the following amounts per employee for the Employee Benefit Fund:

Dental Plan: \$1,465.92

Vision Plan: \$289.20

The Fund must be used for the benefit of all employees with the Custodial Unit. The trustees of the Fund shall render semi-annually to the Treasurer of the District the accounting of the use of such funds and an annual certified account. The determination of the number of employees for which payment will be made shall be made annually in September, and such payments shall not be made for substitute or itinerant part-time employees. The Union shall annually provide to the District an accounting of the Employee Benefit Fund.

ARTICLE XIV  
PERSONNEL FILES

Employees shall, upon written request, have the right to review the contents of his/her personnel file in the presence of an administrator or the administrator's representative. Excluded from this review are pre-employment placement documents and letters of reference.

Upon request, copies will be made of the items reviewed.

Employees shall have the right to make a written statement concerning any document added to his/her file. The receipt of this statement shall be acknowledged by an administrator's signature on the document and the statement will be attached to the document.

1) No complaint or report, adverse or derogatory, to an employee shall be retained in the employee's personnel file unless the employee has had an opportunity to read same and to provide a response to be filed therewith.

Failure to notify an employee that adverse or derogatory material had been placed in his/her file shall cause same to be immediately removed upon finding.

2) Except for pre-employment materials deemed to be confidential, an employee will be permitted to examine his/her personnel file at reasonable intervals and to make copies of items therein.

3) Factually inaccurate statements may be subject to the grievance procedure.

ARTICLE XV  
GRIEVANCE PROCEDURE

SECTION 1

Any dispute arising concerning the interpretation of an express provision 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 include or apply to the schedule of salaries and rates of pay and the classification of jobs, retirement benefits or to the 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

A grievance of an employee shall be presented, in writing, on forms to be provided by the Employer, by the employee concerned to the immediate Supervisor (Building Principal) within twenty (20) working days from the occurrence of the cause giving rise to the complaint or of actual or constructive notice thereof.

SECTION 3

In the event such grievance is not resolved at the preceding step of the grievance procedure within twelve (12) working days from such presentation, it shall then be presented, in writing, on forms to be provided by the employer, by the CSEA or the employee to the Superintendent or his designee.

SECTION 4

In the event such grievance is not resolved at the preceding step of the grievance procedure within fifteen (15) working days from such presentation, then the CSEA or the employees shall present the same in writing, on forms to be provided by the Employer, to the Board of Education.

SECTION 5

If the employee fails to assert a grievance within the time period stated in Section 2 above, such grievance shall be deemed waived. If the employee and/or the CSEA fails to proceed within any of the other stated time periods provided for above in the other sections in their grievance procedure, then the CSEA and the aggrieved employee shall be bound by the position of the Employer as last stated by it, or by its representative, as the case may be.

SECTION 6

In the event such grievance is not disposed of under Section 4 above, the Employer or the CSEA, not later than twenty (20) working days after such presentation under Section 4 above, shall have the right to submit the issue to arbitration before an impartial arbitrator. If the grievance is not so submitted within a twenty (20) day period, it shall be deemed waived and shall not thereafter be submitted to arbitration. The submission shall include a brief statement, on forms supplied by the Employer, setting forth (i) precisely the express provision(s) of this Agreement to be interpreted by the arbitrator, (ii) the facts on which the grievance is alleged, (iii) the issues to be determined and (iv) 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, from the date of transmitting the file, statements and proofs to the arbitrator. The arbitration hearing shall be held in a Mount Pleasant Central School District Building after school hours. The decision shall be in writing and shall set forth the arbitrator's interpretation of the express provision(s) of this Agreement submitted. The arbitrator shall limit his decision strictly to the interpretation of the express provision(s) 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 in any way with the exercise of the judgment, discretion, powers or duties of the Employer, or any of its representatives, under law or under 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 hereinabove provided, then the Voluntary Labor Arbitration Rules of the American Arbitration Association shall be applied to the proceeding. If there is any conflict between the provisions of this Agreement and said Rules, the provisions of this Agreement shall prevail. The arbitrator's fee and the costs and expenses of the arbitration proceeding will be shared equally by the parties to the dispute.

#### 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 and unenforceable provisions had not been originally included.

#### ARTICLE XVII EMPLOYEE EVALUATIONS

An annual written evaluation shall be prepared by the Administration in charge of the Custodial/ Maintenance position. The procedures and forms shall be mutually agreed upon.

ARTICLE XVIII  
PERSONAL PROPERTY DAMAGE

The Board shall provide insurance up to a maximum of \$200 to cover vandalism and loss by theft of (excluding mysterious disappearance) personal property of members when such vandalism or theft occurs in the performance of school duties working on or off school premises. In cases of theft, reasonable precautions shall have been exercised by the member to prevent theft.

ARTICLE XIX  
DURATION OF THE AGREEMENT

This Agreement shall be effective July 1, 2015 through June 30, 2020.

ARTICLE XX  
LEGISLATIVE APPROVAL

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 ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. NO FINAL AGREEMENT SHALL BE EXECUTED WITHOUT RATIFICATION BY THE ASSOCIATION AND THE BOARD.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and the year first above written.

BOARD OF EDUCATION, MOUNT PLEASANT CENTRAL SCHOOL DISTRICT,  
THORNWOOD, WESTCHESTER COUNTY, NEW YORK

BY:

 12/7/2016  
\_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, ACME, AFL-CIO, for  
the WESTCHESTER LOCAL 860, MOUNT PLEASANT CUSTODIAL UNIT.

BY:

 11/23/16  
\_\_\_\_\_  
PRESIDENT, CUSTODIAL UNIT

 11/23/16  
\_\_\_\_\_  
REPRESENTATIVE, CUSTODIAL UNIT

 11/23/16  
\_\_\_\_\_  
CSEA LABOR RELATIONS  
SPECIALIST

 11/23/16  
\_\_\_\_\_  
REPRESENTATIVE, CUSTODIAL UNIT

 11/23/16  
\_\_\_\_\_  
REPRESENTATIVE, CUSTODIAL UNIT

MOUNT PLEASANT CENTRAL SCHOOL DISTRICT

CUSTODIAL UNIT SALARIES

2015-2016 School Year

	(A) Cleaner	(B) Cust. B/D Grounds B/D	(C) Maint. Mechanic	(D) Sr. Custodian	(E) Dist. Maint. Mechanic
1	\$39,055	\$44,606	\$47,198	\$48,232	\$54,274
2	\$40,516	\$46,102	\$48,712	\$49,752	\$55,797
3	\$41,973	\$47,583	\$50,226	\$51,269	\$57,310
4	\$43,440	\$49,071	\$51,737	\$52,773	\$58,817
5	\$44,891	\$50,324	\$53,243	\$54,302	\$60,341
6	\$46,350	\$52,053	\$54,758	\$55,811	\$61,860
7	\$47,803	\$53,549	\$56,261	\$57,319	\$63,360

EXTRA DUTIES

1. \$1,500.00 Westlake Campus Night Supervisor
2. \$2,750.00 Westlake Campus Senior Custodian
4. \$1,250.00 Elementary Senior Custodian
5. \$630.00 Custodian/Courier



MOUNT PLEASANT CENTRAL SCHOOL DISTRICT

CUSTODIAL UNIT SALARIES

2016-2017 School Year

	(A) Cleaner	(B) Cust. B/D Grounds B/D	(C) Maint. Mechanic	(D) Sr. Custodian	(E) Dist. Maint. Mechanic
1	\$39,836	\$45,498	\$48,142	\$49,197	\$55,359
2	\$41,326	\$47,024	\$49,686	\$50,747	\$56,913
3	\$42,812	\$48,535	\$51,231	\$52,294	\$58,456
4	\$44,309	\$50,052	\$52,772	\$53,828	\$59,993
5	\$45,789	\$51,330	\$54,308	\$55,388	\$61,548
6	\$47,277	\$53,094	\$55,853	\$56,927	\$63,097
7	\$48,759	\$54,620	\$57,386	\$58,465	\$64,627

EXTRA DUTIES

1. \$1,500.00 Westlake Campus Night Supervisor
2. \$2,750.00 Westlake Campus Senior Custodian
4. \$1,250.00 Elementary Senior Custodian
5. \$630.00 Custodian/Courier

MOUNT PLEASANT CENTRAL SCHOOL DISTRICT

CUSTODIAL UNIT SALARIES

2017-2018 School Year

	(A) Cleaner	(B) Cust. B/D Grounds B/D	(C) Maint. Mechanic	(D) Sr. Custodian	(E) Dist. Maint. Mechanic
1	\$40,633	\$46,408	\$49,105	\$50,181	\$56,466
2	\$42,153	\$47,964	\$50,680	\$51,762	\$58,051
3	\$43,668	\$49,506	\$52,256	\$53,340	\$59,625
4	\$45,195	\$51,053	\$53,827	\$54,905	\$61,193
5	\$46,705	\$52,357	\$55,394	\$56,496	\$62,779
6	\$48,223	\$54,156	\$56,970	\$58,066	\$64,359
7	\$49,734	\$55,712	\$58,534	\$59,634	\$65,920

EXTRA DUTIES

1. \$1,500.00 Westlake Campus Night Supervisor
2. \$2,750.00 Westlake Campus Senior Custodian
4. \$1,250.00 Elementary Senior Custodian
5. \$630.00 Custodian/Courier

MOUNT PLEASANT CENTRAL SCHOOL DISTRICT

CUSTODIAL UNIT SALARIES

2018-2019 School Year

	(A) Cleaner	(B) Cust. B/D Grounds B/D	(C) Maint. Mechanic	(D) Sr. Custodian	(E) Dist. Maint. Mechanic
1	\$41,446	\$47,336	\$50,087	\$51,185	\$57,595
2	\$42,996	\$48,923	\$51,694	\$52,797	\$59,212
3	\$44,541	\$50,496	\$53,301	\$54,407	\$60,818
4	\$46,099	\$52,074	\$54,904	\$56,003	\$62,417
5	\$47,639	\$53,404	\$56,502	\$57,626	\$64,035
6	\$49,187	\$55,239	\$58,109	\$59,227	\$65,646
7	\$50,729	\$56,826	\$59,705	\$60,827	\$67,238

EXTRA DUTIES

1. \$1,500.00 Westlake Campus Night Supervisor
2. \$2,750.00 Westlake Campus Senior Custodian
4. \$1,250.00 Elementary Senior Custodian
5. \$630.00 Custodian/Courier

MOUNT PLEASANT CENTRAL SCHOOL DISTRICT

CUSTODIAL UNIT SALARIES

2019-2020 School Year

	(A) Cleaner	(B) Cust. B/D Grounds B/D	(C) Maint. Mechanic	(D) Sr. Custodian	(E) Dist. Maint. Mechanic
1	\$42,275	\$48,283	\$51,089	\$52,209	\$58,747
2	\$43,856	\$49,901	\$52,728	\$53,853	\$60,396
3	\$45,432	\$51,506	\$54,367	\$55,495	\$62,034
4	\$47,021	\$53,115	\$56,002	\$57,123	\$63,665
5	\$48,592	\$54,472	\$57,632	\$58,779	\$65,316
6	\$50,171	\$56,344	\$59,271	\$60,412	\$66,959
7	\$51,744	\$57,963	\$60,899	\$62,044	\$68,583

EXTRA DUTIES

1. \$1,500.00 Westlake Campus Night Supervisor
2. \$2,750.00 Westlake Campus Senior Custodian
4. \$1,250.00 Elementary Senior Custodian
5. \$630.00 Custodian/Courier