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# AGREEMENT

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by and between the

**MALVERNE UNION FREE  
SCHOOL DISTRICT**

and

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



Malverne UFSD Custodial/Maintenance Unit #7588-00  
Nassau County Educational Local 865

**July 1, 2019 - June 30, 2023**

the 1990s, the number of people with a university degree in the UK has increased from 1.5 million to 3.5 million (1990–2000).

There is a growing emphasis on the need to improve the quality of education and training, and to ensure that the education system is able to meet the needs of a global economy. This has led to a number of initiatives, including the Education Reform Act 1988, the Education Act 1994, and the Education Act 1998.

The Education Act 1998 introduced a number of changes to the education system, including the introduction of academies, the abolition of the Department of Education, and the creation of the Department for Education and Skills (DfES).

The Education Act 1998 also introduced a number of changes to the curriculum, including the introduction of a new National Curriculum Framework for Schools, and the introduction of a new National Curriculum Framework for Higher Education.

The Education Act 1998 also introduced a number of changes to the funding of education, including the introduction of a new system of funding for schools, and the introduction of a new system of funding for higher education.

The Education Act 1998 also introduced a number of changes to the governance of education, including the introduction of a new system of governance for schools, and the introduction of a new system of governance for higher education.

The Education Act 1998 also introduced a number of changes to the regulation of education, including the introduction of a new system of regulation for schools, and the introduction of a new system of regulation for higher education.

The Education Act 1998 also introduced a number of changes to the inspection of education, including the introduction of a new system of inspection for schools, and the introduction of a new system of inspection for higher education.

The Education Act 1998 also introduced a number of changes to the research and evaluation of education, including the introduction of a new system of research and evaluation for schools, and the introduction of a new system of research and evaluation for higher education.

The Education Act 1998 also introduced a number of changes to the international relations of education, including the introduction of a new system of international relations for schools, and the introduction of a new system of international relations for higher education.

The Education Act 1998 also introduced a number of changes to the public relations of education, including the introduction of a new system of public relations for schools, and the introduction of a new system of public relations for higher education.

The Education Act 1998 also introduced a number of changes to the financial relations of education, including the introduction of a new system of financial relations for schools, and the introduction of a new system of financial relations for higher education.

The Education Act 1998 also introduced a number of changes to the legal relations of education, including the introduction of a new system of legal relations for schools, and the introduction of a new system of legal relations for higher education.

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AGREEMENT effective July 1, 2019 by and between the MALVERNE UNION FREE SCHOOL DISTRICT (herein referred to as the "District") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO - MALVERNE CUSTODIAL AND MAINTENANCE UNIT (herein referred to as the "Association").

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I. RECOGNITION AND NO-STRIKE PLEDGE**

- A. Recognition: The Association, having submitted satisfactory evidence that it represents a majority of the custodial staff, is hereby recognized as the exclusive bargaining agent for the custodial staff, as hereinafter described. Such recognition shall be for the maximum allowable period under the provisions of the Taylor Law.
- B. The custodial staff shall consist of: Laborer, Cleaner, Custodian, Head Custodian I, Head Custodian II, Maintainer, Maintainers' Helpers, Motor Vehicle Operators, Groundskeeper Supervisor, Senior Maintainer and 10 Month Bus Driver.
- C. No-Strike Pledge: So long as the Association is the exclusive bargaining agent as aforesaid, the Association agrees to comply with the provision of the Taylor Law prohibiting strikes as said law is now in effect or may be hereafter amended.
- D. Dues Deduction - The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143

Washington Avenue, Albany, N.Y. 12210 on a payroll basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

## **ARTICLE II. ASSOCIATION MEETINGS**

The District shall make available to the Association, without charge, space for the conduct of general meetings of the membership and individual committee meetings. In those instances where the District permits the Association to use school space when custodial coverage is not otherwise scheduled for the facility, the Association agrees to pay all costs necessary for making such space available.

It is understood that such meetings shall in no way interfere with the work schedule of any custodial employee, and that permission for use of District facilities must be granted by the Administration before such meetings take place. Such meetings shall take place only when regular classes are not being conducted in the buildings.

## **ARTICLE III. PROCEDURES**

Before the District adopts a change in policy which adversely affects maintenance and custodial salaries, fringe benefits, working conditions or related matters which are not covered by the terms of this contract and which have not been proposed by the Association, the District will notify the Association in writing that it is considering such a change. Upon demand, the Association shall be consulted with regard to such changes.

## **ARTICLE IV. PROMOTIONS AND TRANSFERS**

- A. All openings for custodial and maintenance promotional positions and for positions paying higher salary differentials shall be adequately published in every school on the

Custodial bulletin board, and all qualified non-teaching personnel shall be given adequate opportunity to make application for such positions.

- B. Promotion in title shall result in at least Five Hundred Dollar (\$500.00) increase over former salary.
- C. When transfer or reassignment of employees in a building or within the District is necessary, to the extent possible all volunteers shall first be transferred and/or reassigned. Subsequent transfers will be made on basis of seniority, lower seniority unit members first. Exceptions to the provisions of this paragraph may be made for justifiable reasons. When considering employees for promotion, seniority of service will provide the basis for promotion where other factors are equal.

#### **ARTICLE V. WORKERS' COMPENSATION INSURANCE**

- A. All employees are covered by Workers' Compensation Insurance.
- B. Employees must report all accidents immediately and file a report of the accident in the Central Office. When an employee makes a visit to the doctor, he should also notify the doctor that it is a compensation injury, so there will be no charge to the employee by the doctor.
- C. Absence due to on-the-job injury shall not be charged against sick leave. Such absence is subject to Board of Education review every three (3) months. The District may require certification by a doctor of the Workers' Compensation Board, or a doctor appointed by the District. Payment of full salary shall be limited to six (6) months; beyond the six month period, the rules of the Workers' Compensation Board will govern.

D. Any Workers' Compensation benefits due to an employee during this period shall be paid to the District to the extent of the amount paid out by the District.

#### **ARTICLE VI. ABSENCES FROM WORK**

Employees unavoidably detained from work due to illness or other emergency are required to notify the immediate supervisor in charge.

##### **A. Personal Leave:**

Up to four (4) personal leave days shall be available for 12-month employees, and up to two (2) personal leave days shall be available for 10-month employees. Personal leave shall be granted for the following reasons:

1. College graduation of son or daughter.
2. Compulsory religious observance.
3. Court appearances and all legal matters requiring attention which can only be handled during hours when the employee is on duty.
4. Transporting son or daughter to or from college.
5. Household emergency.
6. Personal emergency, upon approval of, and at the discretion of, the Superintendent.

All such personal days must be approved in advance by the Assistant Superintendent for District Operations.

Members of the unit shall also be entitled to one (1) confidential personal day which shall not require a reason to be given as a condition of approval.

Unit members shall not be permitted to take personal leave during the following periods: the last two weeks prior to the start of the school year for students, the first week that school is in

session, or the last two weeks of the school year. Where extenuating circumstances exist, the Assistant Superintendent for District Operations shall have the discretion to grant personal leave requests during these periods.

B. Sick Leave

1. All 12-month employees shall be entitled to twelve (12) sick days per year, and all 10-month employees shall be entitled to ten (10) sick days per year. Sick days shall be accruable to one hundred eighty (180) days.
2. Employees who exhaust their accrued sick bank, may utilize all of their annual allotment of sick days for a current year, provided they execute an agreement to reimburse the District for sick leave days which were taken but have not been accrued through actual working time at the time of their separation from the District. Such agreement shall include an authorization to deduct such payment from the employee's final paycheck.
3. Employees during their first six (6) months of employment shall be entitled to one day of paid sick leave.
4. At the successful completion of six (6) months service, the employee shall receive his/her annual entitlement.
5. Employees who have used six (6) sick days in a year must provide a doctor's note for each absence thereafter.
6. Any employee who has accumulated a sick bank of twenty (20) or more days as of June 30 of the preceding contract year will not be bound by the reporting requirements in Article VI(B)(5) during the next contract year.

C. Leave Incentive - Employees may become eligible for leave incentive plan payments which shall be payable in the second pay period of December and the first pay period of July, if possible. Eligibility shall be determined as follows:

- 0 sick & personal leave days used  
from 7/1-12/15 and/or 12/15-6/30: \$300.00
- 1 sick & personal leave day used  
from 7/1-12/15 and/or 12/15-6/30: \$250.00
- 2 sick & personal leave days used  
from 7/1-12/15 and/or 12/15-6/30: \$200.00

D. Approved Absences to be Taken Without Loss of Pay

1. Court and/or Governmental Agency Appearances The number of days necessary will be allowed without loss of pay if one of the following conditions exists:
  - a. The School District is involved and the employee is a party or witness to the action.
  - b. The employee is to appear as an expert witness before the Grand Jury (Federal, State or County) and is subpoenaed to appear.
  - c. The employee is to appear as a witness to testify to facts and/or give testimony of general interest before a Federal, State or County Grand Jury, and is subpoenaed.
  - d. If an employee is required to appear before any Federal, State, County, Town or Village Agency and is not personally involved, he shall do so for the number of days necessary without loss of personal business days or salary, if subpoenaed.
  - e. Medical examinations required by the District shall be held on school time.

- f. Selective Service Examinations shall be excused without loss of pay for such purpose.
- E. Jury Duty - If an employee is required to serve, he shall be paid the difference between his regular salary and any monies received by the employee.
- F. Unpaid Leave - Upon request, tenured employees may be granted leaves of absence without pay not to exceed one (1) year with reinstatement to a like position upon return. It is agreed that no employee can utilize this leave to seek or obtain employment.
- G. Bereavement Days - All employees covered by this Agreement shall be allowed up to five (5) days of leave each year for death in the immediate family. Such leave shall be without loss of pay. Immediate family shall be defined as spouse, mother, father, sister, brother, and children or other relative residing in the same household as the employee. Bereavement leave for the death of relatives other than those in the immediate family or leave days in excess of five (5) days may be granted at the discretion of the Superintendent.

#### **ARTICLE VII. MEDICAL EXAMINATIONS**

The District shall require all new custodial employees to submit evidence of medical examination.

The costs of medical examinations prescribed by the District and generally required by it of the custodial staff shall be borne by the District, if performed by designated school physicians and held on school time.

## ARTICLE VIII. HOURS AND OTHER TERMS & CONDITIONS OF EMPLOYMENT

### A. Workweek

The customary workweek for full-time employees during the school year (September through June) shall be five (5) days, Monday through Friday<sup>1</sup>, of eight (8) hours each as per prior agreement. The day employees' lunch hour is added to the forty (40) hours; for night employees, lunch hour is included in the forty (40) hours. It is expected that night employees will eat at their school, unless they wish to add one-half (½) hour to their working day as day employees do.

During the Christmas and Easter school closing, the workweek shall normally be Monday through Friday. At these times, the hours will be those normally worked by day employees.

During the months of July and August, unit members shall work nine and three-quarter hours, Monday through Thursday.

### B. Work Schedule

Work schedules for full-time employees shall cover eight (8) hours each working day, Monday through Friday. Work schedules for part-time employees may cover less than eight (8) hours per working day. Each employee shall be assigned a specific work schedule and is expected to be at work whenever required by this schedule.

Each employee shall be given a detailed copy of this work schedule, which will set forth his duties and the time they are to be performed. It shall be the responsibility

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<sup>1</sup> For members of the unit hired on or after July 1, 1983, the workweek may be other than Monday through Friday.

of the Custodian in Charge of each school to explain this schedule and give specific instructions should any temporary changes become necessary.

C. Overtime

1. Time-and-one-half (1-1/2 ) will be paid for all overtime work beyond forty (40) hours in any calendar week. Legal holidays shall be considered workdays for overtime purposes.
2. In the event of emergency call, employee will receive time-and-one-half (1-1/2) pay.
3. Overtime of time-and-one-half (1-1/2) shall be paid for all work performed in excess of eight (8) hours per day.
4. For unit members whose regular workweek does not include Saturday or Sunday, all work done on Saturdays and Sundays shall be paid at the overtime rate.
5. All members of the unit are required to work on a District-declared emergency day. Employees who work on a District-declared emergency (snow) day shall be paid double time for all hours worked. A minimum of four (4) hours' work is guaranteed.

Employees who are unable to work and who call in within one (1) hour of starting time shall be paid eight (8) hours regular rate and one (1) day will be deducted from their sick bank. (A phone will be manned for one (1) hour after starting time).

Employees called in to perform snow removal work on weekends shall be paid at the rate of two (2) times their normal hourly rate for hours worked on snow removal. Employees called in to perform snow removal prior to their normal

work shift shall be paid at the rate of one and one-half (1.5) times their normal rate for hours worked on snow removal prior to their normal work shift.

Employees who do not call in within one (1) hour of starting time will have one (1) day's pay deducted from their salary.

- D. Coffee Breaks - Employees shall have a uniform coffee break, not in excess of ten (10) minutes, in the morning and in the afternoon. Similar provisions apply for the evening shift.
- E. Out of Title - Any individual directed by the Assistant Superintendent for District Operations or his designee to work out of title for thirty (30) days or more shall be compensated at the rate of \$75 per week for such work, beginning on the first day of such assignment.
- F. Prior Service - All employees new to the District and appointed by the Board may be granted credit for prior-related work experience at the recommendation of the Superintendent of Schools.
- G. Safety - It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Such situations are to be reported to the immediate supervisor, who will then inform the Assistant Superintendent for District Operations in writing, with a copy to the building principal, where applicable.  
  
No employee may be ordered to drive any vehicle which is in any way hazardous to any employee or the public.

#### **ARTICLE IX. VACATIONS**

Twelve-month employees shall receive paid vacations in accordance with the following schedule: Two (2) weeks after one (1) year's service; three (3) weeks after seven (7) years of

service; four (4) weeks after thirteen (13) years of service. Employees with less than one (1) year's service shall be granted one (1) day vacation per month during the first year, up to ten (10) days.

If a starting date for full-time employment occurs on or prior to the 15th of the month, a full day of vacation shall be credited for that month. If a starting date is after the 15th of the month, there will be no vacation credited for that month. The same principle will apply in computing vacation for the last month of employment preceding termination, as well as for cumulative sick leave.

Annual vacation pay will be paid, together with employee's last paycheck, for all employees providing a minimum of three (3) weeks' notice to the accounting office.

Any employee who retires or otherwise separates from the service of the Employer prior to earning his full vacation pay shall be paid his current rate of pay for such vacation on a pro rata basis in accordance with the number of months worked in that year. Any employee who has earned full vacation credit and separates from service prior to using such vacation shall receive pay for it at employee's current rate of pay when the separation occurred. Vacation credit shall be computed on the unit member's anniversary date for purposes of crediting additional vacation days at 7 year and 13 year benchmarks.

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

Vacation selections shall be established by the District.

Vacation requests must be approved by the Assistant Superintendent for District Operations. Unit members shall not be permitted to take vacations during the following periods: the last two weeks prior to the start of the school year for students, the first week that school is in session, or

the last two weeks of the school year. Where extenuating circumstances exist, the Assistant Superintendent for District Operations shall have the discretion to grant vacation requests during these periods.

#### **ARTICLE X. HOLIDAYS**

Members of the unit shall be entitled to seventeen (17) holidays per year when schools are not in session. All members of the unit hired on or after July 1, 1994 shall be entitled to thirteen (13) holidays per year; unit members with five years of service in the unit shall be entitled to fifteen (15) holidays per year. Such holidays shall be mutually agreed upon by the parties. Employees shall not be required to work on these days without being paid at the applicable overtime rate.

If the District closes school due to unused snow days, the CSEA unit members shall also be given such days off.

#### **ARTICLE XI. WAGES AND OTHER FINANCIAL BENEFITS**

##### **A. Salary Schedules**

1. The base salary for all unit members shall be increased as follows: effective July 1, 2019: 1.75%; effective July 1, 2020: 2%; effective July 1, 2021: 2%; effective July 1, 2022: 2%.
2. The District may add merit increases and/or stipends to those salaries contained in the attached schedules. The following stipends will be effective for each year of this Agreement:

High School Head Custodian - \$3,500

Middle School Head Custodian - \$2,500

Elementary School Head Custodian - \$1,500

Checker of Facilities (on call) - \$10,000

**B. Longevity**

1. The definition of "Longevity" shall be "years of service within the bargaining unit."
2. For unit members who had not yet attained the sixteen (16) year longevity as of September 1, 2007, longevity payments shall be made in accordance with the following schedule:

After 10 years of employment - \$900

After 15 years of employment - \$1,200

After 20 years of employment - \$1,700

3. For unit members who had attained the sixteen (16) year longevity as of September 1, 2007, the existing longevity schedule shall remain unchanged and shall be made in accordance with the following schedule:

After 10 years of employment - \$300.00

After 15 years of employment - \$500.00

After 16 years of employment - 6.7%

After 20 years of employment - \$1,300.00

It is understood by the concerned parties that longevity payments shall be solely dependent upon years worked in the employment of the District. Longevity payments shall be paid beginning on the unit member's anniversary date.

- C. Insurance Protection** - The insurance coverage available and the unit member's percentage contributions to the premiums thereof are as follows:

1. Health Insurance shall be available for all employees.

- a. Unit members hired on or prior to June 30, 2014 shall contribute toward the Empire Plan premium as follows:
    - 15% (individual coverage)
    - 20% (family coverage).
  - b. Unit members hired on or after July 1, 2014, shall contribute 21% of the cost of their health insurance premium under the Empire Plan (family or individual coverage).
  - c. The District shall also continue its policy to participate in payment after retirement.
  - d. The District shall have the right to substitute comparable coverage for any of the plans listed above. The parties acknowledge that the District is required to comply with the rules and regulations of any health insurance provided that offers coverage to unit members.
  - e. Members of the unit hired on or after July 1, 1983 shall not be eligible for coverage for health insurance by the District if they are eligible for comparable coverage under the plan of a spouse.
2. Insurance Opt-Out - Members of the unit who are presently receiving health insurance coverage through the District and withdraw from the District's plan during the life of this Agreement shall receive the compensation described below, provided they remain uncovered for a period of twelve (12) consecutive months. Such payment shall be made at the end of the twelve (12) month period.

Family Coverage Buyout

1 employee takes buyout, the payout would be \$500/person

2 employees take buyout, the payout would be \$1000/person  
4 employees take buyout, the payout would be \$2000/person  
6 employees take buyout, the payout would be \$3000/person  
8 employees take buyout, the payout would be \$4000/person  
10 employees take buyout, the payout would be \$5000/person  
12 employees take buyout, the payout would be \$7000/person

**Individual Coverage Buyout**

1 employee takes the buyout, the payout would be \$250/person  
2 employees take the buyout, the payout would be \$500/person  
4 employees take the buyout, the payout would be \$1000/person  
6 employees take the buyout, the payout would be \$1500/person  
8 employees take the buyout, the payout would be \$2000/person  
10 employees take the buyout, the payout would be \$2500/person

Nothing contained herein shall preclude a member of the unit from reentering the plan at any time if the member is no longer covered by the comparable plan of a spouse. In the event the member reenters the plan within a twelve (12) month period, no payments shall be made hereunder. Reentry after the twelve (12) months have elapsed may only be made if the member is no longer covered by the comparable plan of a spouse.

3. **Group Life insurance** in the amount of Twenty Five Thousand Dollars (\$25,000.00) shall be available for all employees. The District shall pay seventy-five (75%) percent of the premium.

4. Disability Insurance - The existing disability insurance plan shall be continued and available to all employees. The District's share shall be variable based upon paid salary, but not to exceed sixty-five (65%) percent of the premium.
5. Optical Insurance – Annual district contribution for optical insurance effective July 1, 2020: 100% of the total premium cost for each participating unit member.
6. Dental Insurance – Annual district contribution for dental insurance effective July 1, 2020: 100% of the total premium cost for each participating unit member.

A portion of any year's wage increase may, at the option of the Association, be utilized towards dental insurance.

- D. Estate Clause - If a unit member dies while still employed by the District, payment of any unused vacation days will be made to the unit member's estate.
- E. Retirement Benefits - The District agrees to pay the full cost of eligible employee's retirement contributions to the New York State Employees' 1/60 Retirement Plan. Employees shall be covered by Section 41-j of the Retirement and Social Security Law granting allowances for cumulative sick leave for retirement purposes.
- F. Dues Check-off - So long as the Association is the exclusive bargaining agent as aforesaid, and so long as the same is permissible by law, the District shall deduct from the salary of members of the Association who submit dues check-off authorization in writing to the District, dues for the Association in the amount to be determined by the Association in accordance with the District. The Association shall be permitted to make dues check-off cards available through the schools. Any member may rescind such authorization by written notice to the Association and to the Superintendent of Schools.

## **ARTICLE XII. PROTECTION OF NON-TEACHING EMPLOYEES**

A. Employees in the noncompetitive and labor classes who have been employed by the District for one (1) year or longer shall not be suspended or discharged except for just cause. An employee who is suspended or discharged under this provision shall be entitled to grieve such action, provided, however, for these cases only, the decision of the arbitrator shall be final and binding.

B. For noncompetitive and labor class employees, the following provision shall apply:

If layoffs become necessary, provisional and probationary employees within the District shall be laid off before any permanent employees shall lose any time. If, after all provisional and probationary employees have been laid off and other reductions in the work force are necessary, the Employer shall lay off in accordance with the principles of seniority within the District. The last person hired shall be the first person laid off, and the last person laid off shall be the first person rehired.

Before hiring any new employees, the available work must first be offered to employees on layoff by sending a written notice to said employees.

C. Personnel File - Upon request, a non-teaching member of the staff shall be permitted to examine his official personnel file, except for privileged communications.

## **ARTICLE XIII. GRIEVANCE PROCEDURE**

A. Definitions

1. A "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms of this contract, excepting any matter which is prohibited by law from being administered hereunder.
2. An "Aggrieved Person" is the person or persons making the claim.

### Level 1: Principal or Assistant Superintendent

An employee with a grievance will first submit same in writing to his principal or the Assistant Superintendent for District Operations, either directly or through his representative. The grievance shall be raised within thirty (30) days of the events giving rise to the grievance or it shall be deemed waived by the employee and the Union. Where grievances involve an alleged failure to pay properly, the time limit shall be extended to sixty (60) days. If the employee submits the grievance through his representative, the employee must also be present during the discussion of the grievance at this and every other step.

Within five (5) school days after the written grievance is submitted to him/her, the principal or the Assistant Superintendent shall render a decision thereon.

### Level 2: Superintendent of Schools

- A. If the aggrieved person is not satisfied with the disposition of his grievance at Level 1, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Superintendent within fifteen (15) days after the grievance was presented, whichever is sooner.
- B. Within ten (10) school days after the receipt of the appeal, the Superintendent or his/her representative shall review the grievance and render a written decision.

### Level 3 : Advisory Arbitration

- A. If the aggrieved is not satisfied with the written decision at Level 2, or if no written decision was rendered within the prescribed period of time, either the Superintendent or the aggrieved party or its representative shall, within five (5) school days, request the American Arbitration Association in accordance with its procedure to appoint an advisory arbitrator for the rendering of an advisory opinion. The arbitrator's

recommendation(s) will be in writing and will set forth his/her findings of fact and recommendations on the grievance. The cost for services of the arbitrator, including all expenses, if any, shall be borne equally by the parties.

- B. Within ten (10) days after receipt of the advisory opinion, the Superintendent shall render a decision on the grievance, which decision may wholly or partially adopt or reject said advisory opinion.

Level 4: Board of Education

- A. If the aggrieved person is not satisfied with the disposition of his grievance at Level 3, or if no decision was rendered within the prescribed period of time, he may file an appeal in writing with the Board of Education within five (5) school days after the decision of the Superintendent, or within fifteen (15) school days after the receipt of the advisory opinion, whichever is sooner.
- B. Upon receipt of a copy of the appeal to the Board of Education, the Superintendent shall transmit his/her decision and the arbitrator's written decision. The Board will meet with the aggrieved person and/or his representative for the purpose of resolving the grievance.
- C. Within five (5) school days after such meeting, the Board of Education shall render a decision on the grievance, except when an extension of time is requested by the Board.
- D. The Board of Education shall provide the aggrieved party and/or his representative a written copy of its decision within thirty (30) calendar days after the meeting date of the Board of Education.

- E. Anything to the contrary herein notwithstanding, an aggrieved person may, at his election, "bypass" Level 3 and proceed from Level 2 to Level 4 by advising the other party of such election in writing within five (5) days after receipt of written decision by the Superintendent or his/her representative.

**ARTICLE XIV. LABOR-MANAGEMENT COMMITTEE**

A committee consisting of two (2) representatives from the Custodial and Maintenance unit and two (2) representatives of the District shall be formed which shall meet monthly on a mutually agreed date, after working hours, for the purpose of establishing methods of improving delivery of services, to establish more efficient communication between the custodial staff and the office of the Superintendent and to discuss ways and means for the improvement of the good and welfare of custodial and maintenance employees.

It is agreed that such committee shall endeavor to act in good faith with a view of policing this Agreement so that both parties adhere to and abide by its terms and conditions.

**ARTICLE XV. MISCELLANEOUS**

- A. Work Record - A record of time worked is necessary in order for the Assistant Superintendent and the Superintendent's office to compute the amount of pay and make certain it is received for any prescribed payday. The District shall be entitled to substitute a computerized method of timekeeping for all unit members. Overtime, if approved by the Assistant Superintendent, or his/her designee, shall be recorded in the same manner.
- B. Pay Periods - Paydays will occur every other Friday. Direct deposit of all paychecks will be mandatory.

C. Uniforms

1. The District agrees to provide adequate uniforms for members of the unit.

The determination of the amount provided shall be made by the District.

2. Members of the Unit, who have not already been provided same, shall receive foul weather gear consisting of one winter weather coat.

D. Notice of Termination of Services - Each employee is required to give the District two (2) weeks' notice before leaving the employ of the District, unless by mutual consent this requirement is waived.

E. Dissemination of Contract - The District agrees to have a copy of this Agreement delivered to each new employee whose name shall be signed on a time sheet upon arrival and departure.

F. Legal Provisions - In the event any provision hereof is in conflict with law or any statute now or thereafter in effect, the law or statute shall prevail, and the remainder of this contract and shall remain in full force and effect.

**ARTICLE XVI. ASSOCIATION BUSINESS**

A. Space on at least one bulletin board shall be provided at an accessible place in each school for the use of the Association for the purpose of posting material dealing with proper and legitimate Association business.

B. The Association shall have free and unhindered use of school mailboxes for the purpose of distributing appropriate material to its members.

**ARTICLE XVII. DURATION**

This Agreement shall be effective as of July 1, 2019 and continue in full force and effect until June 30, 2023.

PURSUANT TO THE PROVISIONS OF THE TAYLOR LAW, IT IS AGREED 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.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 9<sup>TH</sup> day of Feb., 2022

FOR THE DISTRICT:

Lorna R Lewis  
Dr. Lorna R. Lewis  
Superintendent of Schools

FOR THE ASSOCIATION:

Kevin Harvey  
Kevin Harvey  
Unit President

Les Eason 2/15/2022  
Les Eason  
CSEA Labor Relations Specialist







Local 1000, AFSCME, AFL-CIO  
143 Washington Ave., Albany, NY 12210

Mary E. Sullivan, President

