AGREEMENT

by and between the

PLAINEDGE BOARD OF EDUCATION

of the

PLAINEDGE UNION FREE
SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME,
AFL-CIO

Plainedge UFSD Custodial Unit #7591-00
Nassau County Educational Local 865

July 1, 2022 - June 30, 2027

TABLE OF CONTENTS

Agreement made and entered the ___ day of November 2022, by and between the Plainedge Board of Education, Plainedge Union Free School District, Town of Oyster Bay, County of Nassau, New York, and its authorized agents (hereinafter referred to as the "District") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Unit 18, Nassau Educational Local 865 (hereinafter referred to as the "Association").

ARTICLE I
RECOGNITION

Section 1. Negotiating Representative

The District recognizes the Association as the sole and exclusive representative and bargaining agent of all Cleaners, Custodians, Maintenance Helpers, Laborers, Groundskeepers, Auto Mechanics, Maintainers, Motor Repair Supervisors, Audio-Visual Technicians, Maintenance Supervisors, Supervising Groundskeepers, Assistant Head Custodians, Head Custodians, Bus Dispatchers (hereinafter referred to as "unit employees"), employees for negotiating wages, hours and other terms and conditions of employment. This recognition shall continue for the maximum period permissible under Section 208(2) of the Taylor Law.

Section 2. Affirmation

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

ARTICLE II
ASSOCIATION RIGHTS

Section 1. Individual Rights

This recognition shall not preclude any individual's right to present to the District any matter relating to this contract provided the Association is given notice and any opportunity to be present at the time such presentation is made.

Section 2. No Discrimination

The Association agrees to represent equally and in a non-discriminating manner all employees without regard to membership or participation in, or association with, the activities of the Association, and to continue to admit unit employees to membership

without qualifications other than employment in the school district and payment of dues.

Section 3. Use of Facilities

The Association may use school facilities for meetings provided that such meetings shall not be held during the teaching day or during times which interfere with the instructional program. Regular Building Use Forms will be required except for emergency meetings which are approved by the building Principal, the Superintendent or his/her designee.

Section 4. Bulletin Boards

Bulletin board space shall be available in each school for the use by the Unit for the purpose of posting material dealing with proper and legitimate Association business.

Section 5. Mail

The Association shall have the right to use mailboxes of Association members and the district e-mail system for the distribution of communication, notices, circulars and publications to its members.

Section 6. Dues Deductions

The District agrees to make dues deductions from employee's salaries for membership dues of the Association, provided that the employees authorize the District in writing to make such deductions. The District will transmit such funds as directed by the Association.

Section 7. CSEA Conferences

The President and two officers of the Unit shall each be entitled to three (3) days paid leave per year to attend CSEA conferences, workshops and/or conventions with the written approval of the Superintendent of Schools.

Section 8. Meetings

Because the District and Unit 18 are committed to maintaining a collaborative relationship, both groups will meet as needed to discuss matters of mutual interest.

Section 9. Board Minutes

The Board agrees to provide Unit 18 with a copy of the minutes of all regular Board of Education meetings.

Section 10. Office Space

The Board agrees to provide Unit 18 with office space to conduct official union business, if such space is available and not needed for other purposes. The location of this office space will be determined by the District.

Section 11. Release Time

The President of the Plainedge Custodial Unit of the CSEA shall be released from his regular duties for a reasonable time, without loss of pay or benefits, to represent his unit members at all stages of the grievance procedure, to meet with CSEA officials, and to attend all meetings dealing with employee discipline, including investigatory meetings that could lead to disciplinary action.

ARTICLE III
EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Shifts

A) *Custodial employees* shall normally be assigned to one specific building working forty hours per week, 8 hour days, Monday through Friday, on a fifty-two week basis, with the exception of two custodians who shall work in the high school Tuesday through Saturday.

B) *Maintenance employees and Groundskeepers* shall normally be assigned an eight hour day between the hours of 7:00 AM and 4:00 PM except when conditions require that their schedule be changed to do emergency work.

C) *The Goundskeepers* shall work within a building on the day shift between October 15th and March 15th, if required by the District.

D) The District may schedule new employees for any five day shift. A new employee is considered any unit member who was hired after July 1, 2006.

E) Full-time employees shall work eight hours per shift with an on-duty meal break of 30 minutes. A rest period of 15 minutes is allowed in each 4-hour work period.

F) If deemed necessary by the District, there will be a 12:00 AM to 8:00 AM shift in any building(s).

Section 2. Overtime

A) All time worked prior to or after a regular 8-hour day shall be paid at the rate of one and one-half times the hourly rate. Overtime is based on the salary schedules in Appendix A; overtime excludes longevity, night differential, and building checks in its calculation.

B) For work (other than snow removal) on a contractual holiday, employees shall be paid at the rate of one and one-half times the hourly rate for hours worked plus one day at the holiday rate.

C) In the event of an emergency call back to work, employees shall be granted a minimum of two (2) hours of overtime at their hourly pay rate; and, on a Sunday, the employee shall be guaranteed a four hour minimum straight time pay.

D) When overtime or holiday work is required, at the request of the District, it shall be performed by unit employees. The head custodian shall be responsible for providing employee coverage for such work in his/her building. Overtime hours shall be distributed as equally as is possible among building employees, including head custodians. However, all overtime shall be subject to the prior approval of the District.

E) Each July, the District will survey all unit employees to determine if they are interested in overtime work. If, however, an employee is contacted to work overtime and refuses the assignment three (3) times in a row, that employee will be removed from the list for the duration of the year.

F) Reasonable notice will be given to employees requested to work overtime except in cases of emergency.

G) Notwithstanding the above, the District shall have the right to employ twelve (12) part-time individuals (floaters) who will serve the District as substitute employees. Floaters may be used to cover a vacant position while a search is being conducted to fill that position. Every effort will be made by the District to fill the position as quickly as reasonably is possible.

H) With the approval of the employee's supervisor, compensatory time may be granted in lieu of overtime compensation. No employee may accrue more than five (5) days of compensatory time at any one time. Compensatory time must be used in the same school year it was earned. Employees who wish to use compensatory time shall give fifteen (15) days prior written notice to his/her immediate supervisor of a request

for use of accrued compensatory time. Use of accrued compensatory time must be approved by the Superintendent of Schools or his designee.

Section 3. Snow Days/Snow Removal

A) Employees shall work when schools are closed due to inclement weather. Failure to report for work will result in the loss of pay for the absence and loss of one turn of overtime opportunity. The absence may not be charged as a sick or personal day unless previously approved by the District.

B) Time and a half will be paid for work on snow days for any reasonable eight (8) hour shift starting in the morning.

C) Double time shall be paid for hours worked for snow removal on Saturday and Sunday.

D) Double time shall be paid for hours worked plus one day's pay for snow removal on a contractual holiday.

E) In lieu of overtime compensation, employees may be granted compensatory time for Snow Days in accordance with the requirements set forth at Article III(2)(H).

Section 4. Summer Schedule

During vacation periods, conference days and the summer months when the schools are closed, all employees will work their normal day schedule, except in buildings where summer classes are being held and/or when conditions otherwise require the use of buildings.

Section 5. Out of Title Work

A) No employee, except during vacations, shall work out of title for more than one week in a four (4) week period, unless properly compensated. Such compensation shall begin with the second week.

B) When an employee fills in for a Head Custodian, he/she shall receive compensation on his/her salary step computed on the Head Custodian schedule. The employee will not receive overtime for building checks. In no case, shall an employee work out of title without the expressed written consent of the District.

Section 6. Absences

Employees shall be punctual and regular for work. If an employee is detained from work due to illness or other cause, he/she shall notify the Head Custodian/Supervisor as soon as possible, before work period, to explain the absence and its possible duration.

Section 7. Uniforms

A) Color-differentiated uniforms are provided by the District and must be worn at all times. Uniforms are to be kept neat and clean.

B) Each full-time employee will receive five (5) uniforms during their first year of employment, and three (3) new uniforms each year thereafter.

C) The initial issue will consist of: five (5) trousers and five (5) shirts, either long sleeved and/or short sleeved. Three (3) pairs of trousers and three (3) shirts, either long-sleeved and/or short-sleeved, will be replaced each year thereafter. Additional replacements may be made at the discretion of the District.

D) Annual replacements will be provided by the District by September 1st of each year.

ARTICLE IV
SALARY AND BENEFITS

Section 1. Salary

A) Each member's salary shall be increased as follows:

i. Effective July 1, 2022, implement the salary schedule annexed hereto as Appendix "A". There shall be no additional percentage added to the salary schedule in this year.

ii. Effective July 1, 2023, the salary schedule in effect for the 2022-2023 school year shall be increased by 1.75%.

iii. Effective July 1, 2024, the salary schedule in effect for the 2023-2024 school year shall be increased by 1.75%.

iv. Effective July 1, 2025, the salary schedule in effect for the 2024-2025 school year shall be increased by 2.0%.

v. Effective July 1, 2026, the salary schedule in effect for the 2025-2026 school year shall be increased by 2.0%.

B) A new employee will be placed on the first step of the schedule appropriate to his/her assigned position unless the employee has transferred from another district, has credit for prior service in Plainedge, or is given credit for prior experience.

C) Promotions of full-time employees shall be made by a lateral move on the salary scale.

D) All unit members employed by the District on or before July 1, 2022, shall have a July 1st anniversary date for salary step increment. Unit members hired after July 1, 2022 will advance to the next salary step on July 1st, September 1st or February 1st, whichever date is closest to the employee's hiring date.

E) All employees hired on or after January 1, 2017 shall be required to receive their paychecks through direct deposit.

Section 2. Longevity Pay

A) For full-time employees hired before May 1, 2013, longevity pay will be awarded as follows:

	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Beginning of the 11th year	$816	$830	$845	$862	$879
Beginning of the 16th year	$1,632	$1,661	$1,690	$1,724	$1,758
Beginning of the 21st year	$2,448	$2,491	$2,535	$2,586	$2,638
Beginning of the 26th year	$3,264	$3,321	$3,379	$3,447	$3,516

B) For full-time employees hired after May 1, 2013, longevity pay will be awarded as follows:

	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Beginning of the 11th year	$408	$415	$422	$430	$439
Beginning of the 16th year	$816	$830	$845	$862	$879
Beginning of the 21st year	$1,224	$1,245	$1,267	$1,292	$1,318
Beginning of the 26th year	$1,632	$1,661	$1,690	$1,724	$1,758

C) The above annual longevity payments shall be paid to eligible unit members in equal installments over the year for which the longevity is earned.

Section 3. Night Service

A) Full time employees (40-hour week) including the Assistant Head Custodian at the High School who work the night shift will receive a night differential in addition to their annual salary. Effective July 1, 2016, this amount shall increase annually by the same amount as the negotiated wage increase for that year. The "night" shift for purposes of this differential begins at noon or later.

School Year	Amount
2022-2023	$548
2023-2024	$558
2024-2025	$568
2025-2026	$579
2026-2027	$591

B) Full time employees (40-hour week) who work the midnight to 8:00 AM shift will receive a night differential in addition to their annual salary. Effective July 1, 2016, this amount shall increase annually by the same amount as the negotiated wage increase for that year.

School Year	Amount
2022-2023	$733
2023-2024	$746
2024-2025	$759
2025-2026	$774
2026-2027	$789

Section 4. Building Checks

A) Building Checks shall be performed by unit members that are selected and approved by the District in its sole discretion. In the event that a unit member is unable to perform a Building Check or the District is unable to select and approve a unit member to conduct Building Checks, the Head Custodian at each location shall be responsible for performing the Building Checks.

B) The stipend for each Building Check shall be $2,341.

C) Unit members may perform more than one Building Check to be eligible for multiple stipends if approved by the District in its sole discretion.

Section 5. Pay Periods

Salaries will be paid twice a month, on the 15th and on the last day of each month. In the event that the scheduled pay day is not a working day, checks will be issued on the preceding working day.

Section 6. Health Insurance

A) The District will contribute 80% of the cost of the individual or family health insurance premium during the term of this contract for employees hired prior to May 1, 2013. The District will contribute for full-time employees hired after May 1, 2013, 75% of the premium cost for individual or family health insurance coverage during the term of this contract. Family coverage for employees may include domestic partners as defined by the insurance carrier.

B) Upon retirement through the Employee's Retirement System, the District will contribute the State minimum share for eligible employees.

C) Employees who were enrolled in the District's health insurance program for at least two (2) years may opt out in exchange for a lump sum payment equal to fifty percent (50%) of the District's per capita premium contribution for the level of coverage for which the employee is eligible. Effective July 1, 2023, the lump sum opt out payment shall be frozen at the rate in effect on July 1, 2023. For all employees hired on or after January 1, 2017, the health insurance opt out shall be $2,000 for individual coverage and $4,000 for family coverage.

D) Affordable Care Act: The parties hereto agree that they shall reopen negotiations for purposes of addressing the Affordable Health Care Act.

Section 7. Dental Insurance

The District shall contribute $11.00 per month on behalf of each member of the unit towards the cost of individual dental insurance coverage in a group dental insurance plan to be selected by the Association.

Section 8. Terminal Separation Compensation

A) Eligibility for terminal separation compensation is based upon fulfillment of all of the following conditions:

1. The employee has given thirty (30) days' written notice of resignation.

2. The employee has completed four (4) consecutive, active years of service in the Plainedge School District immediately prior to the termination of employment.

3. The employee is not resigning at the request of the District in order to avoid the filing of charges under the provisions of Section 75 of the Civil Service regulations.

B) The District will provide terminal separation compensation for accumulated sick time to a maximum of 180 days, as follows: 1/10th of 1% of annual salary for first 90 days and 2/10ths of 1% of annual salary for the second 90 days. For all employees hired on or after January 1, 2017, the District will provide terminal separation compensation for accumulated sick time to a maximum of 180 days at 1/10th of 1% of annual salary.

Section 9. Tax Sheltered Annuities

All employees will be given an opportunity to participate in a tax sheltered annuity program within the limits established by the District and the Internal Revenue Service.

Section 10. Workers' Compensation

A) The School District shall carry Workers' Compensation Insurance as provided by law.

B) Employees must report all injuries, no matter how slight, immediately to his/her supervisor.

C) An employee who loses time due to an injury covered by the Workers' Compensation Law may elect to charge such time off to his/her accumulated sick Leave. When the District is reimbursed by the insurance carrier, the sick leave shall be

credited with a number of days equal to the amount of workers' compensation pay received, divided by his/her daily rate of pay.

D) In lieu of the foregoing, the employee may accept Workers' Compensation benefits only.

Section 11. Disability Insurance

The employee disability plan titled The Hartford LTD, Group Policy #897916 will be provided to eligible members of the unit for the term of this contract. The District shall have the right to change insurance carriers provided that plan benefits are substantially similar.

Section 12. Life Insurance

Subject to availability and the approval of the district's insurance carrier, unit employees with less than three years of service who work 20 or more hours per week are to receive $8,000 of fully paid life insurance coverage and unit employees with three or more years of service who work 20 or more hours per week are to receive $20,000 of fully paid life insurance coverage. If the improvement in this benefit is not available, the parties agree to negotiate another benefit of substantially equal cost.

Section 13. Credit Union

Each unit member shall have the option to have a specified amount deducted from his/her paycheck and deposited by the District in an account in the Jovia Financial Credit Union. Notice must be given by each employee by May 15th of each year as to the amount to be deducted starting September 1st of that year. Adjustments in the specified amount deducted may only be made prior to December 31st, to be effective beginning with the first paycheck in February. An employee may withdraw from the plan at any time with three weeks notice. Loan arrangements processed through the Credit Union will constitute an acceptable change during the course of the academic year.

Section 14. I.R.C. Section 125 Plan

Each eligible unit member shall have the opportunity to participate in the I.R.C. Section 125 Plan offered by the District in accordance with law.

ARTICLE V
VACATIONS, HOLIDAYS, LEAVES, JURY DUTY AND SCHOOL CLOSING

Section 1. Vacations

A) Employees shall receive:

- One day per each full month as a vacation day, not to exceed 10 days, for all full-time employees up to one year of service;
- 10 days after 1 year of service completed by June 30th;
- 15 days after 5 full years of service completed by June 30th
- 1 added day per year after the 10th year to a maximum of twenty working days completed by June 30th.

B) If the 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, there will be no vacation credited for that month.

C) The same principle will be applied to computing vacation for the last month preceding termination.

D) Annual vacation compensation will be paid together with the employee's last paycheck prior to the start of approved vacation.

E) If an employee's employment terminates for any reason, the employee or his/her next of kin shall receive his/her pro rata vacation pay at the time of his/her termination of employment, except in instances where the employee is terminated for cause.

F) If a holiday as defined in Section 2 of this article should occur during a vacation period, such vacation shall be extended one day.

G) Vacations shall be taken between the close of school in June and August 31st of each year. Vacation periods shall be assigned on a seniority basis in individual buildings. After consultation and discussion with the department head and/or Head Custodian and at the sole discretion of the District, a limited use of vacation days may be allowed throughout the year, during the Christmas recess, and the Easter recess.

H) Head Custodians shall not have a summer vacation period longer than two consecutive weeks unless approved by the District. Additional vacation time may be taken by the Head Custodian at the sole discretion of the District.

Section 2. Holidays

A) Unit members shall receive fifteen (15) paid holidays each year as follows:

New Year's Day
Good Friday
Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Eve Day
Martin Luther King's Birthday
Yom Kippur

B) All employees shall also receive a religious holiday on either Rosh Hashanah or Holy Thursday.

C) If any of the above holidays or Holy Thursday occur on a day when school is in session, the employee shall work, but receive a compensatory day off. This day shall be mutually agreed upon. If no agreement is reached, such compensatory day shall be taken at a time designated by the District.

D) In addition, if Christmas Eve Day occurs on a working day (Monday through Friday), employees will be granted a holiday. In the event that Christmas Eve falls on a Saturday or Sunday, a compensatory day shall be provided at a time designated by the District.

Section 3. Sick Leave

A) All full-time employees hired prior to May 1, 2013 shall be granted twelve (12) days of sick leave annually, cumulative to 180 days. Such sick days shall accumulate at the rate of one (1) day per month. Unit members hired after May 1, 2013 shall be granted eleven (11) days of sick leave, cumulative to 180 days. Accumulated sick leave shall not be applied to vacation time.

B) The District may request a doctor's note if: (a) the District suspects the employee misrepresented the actual reason for taking sick day(s); (b) the District suspects the employee is using sick leave for unauthorized purposes; (c) the employee failed to report the sick day(s); and/or (d) the employee is engaged in chronic or patterned use of sick leave.

C) Sick Leave Abuse and Misuse

1. "Sick leave abuse or misuse" shall be defined as (a) the misrepresentation of the actual reason for taking sick leave; (b) using sick leave for unauthorized purposes; (c) failure to report sick leave; and/or (d) chronic or patterned use of sick leave. For the first offense, chronic is defined as 8 days of sick leave in one year. For the second offense, chronic is defined as 11 days in one year. For the third offense, chronic is defined as 14 or more days in one year.

2. In the event of sick leave abuse or misuse, the Deputy Superintendent or his/her designee shall notify the employee in writing of the District's concern(s) and promptly convene a meeting with the employee and his/her union representative to discuss the sick leave abuse or misuse. The meeting shall be called a "time and attendance" meeting. At this meeting, the employee shall be given an opportunity to respond to the District's concern(s) and/or submit evidence of illness to necessitate the use of sick leave. If deemed at the conclusion of the time and attendance meeting the employee abused or misused sick leave as defined in Section C(1) above, the Deputy Superintendent or his/her designee may impose any one or more of the following consequences:

    a. Written counseling memorandum and verbal counseling;

    b. Denial of the employee's request to use sick leave for the day(s) in question and dock the employee for the day(s) of absence; and/or

    c. Deduction of vacation day(s) and/or personal day(s) for the unauthorized day(s) of absence.

3. If there is a second offense of sick leave abuse or misuse, the following penalties may be imposed in addition to those set forth for the first offense:

    a. Impose a Letter of Reprimand; and/or

    b. Impose a fine not to exceed $250 for each occurrence.

4. If there is a third offense of sick leave abuse or misuse, the following penalties may be imposed in addition to those set forth for the first and second offense:

    a. Impose a suspension without pay for up to sixty (60) days; and/or

b. Enter into a last chance agreement with the employee which includes a waiver of the employee's rights under the Civil Service Law for a subsequent offense of sick leave abuse or misuse.

5. Nothing herein precludes the District from seeking termination subject to the employee's individual rights under the Civil Service Law.

6. The Deputy Superintendent or his/her designee must notify the employee in writing of the Districts concerns and convene a time and attendance meeting for continued sick leave abuse or misuse.

D) Any employee who is absent for more than three (3) consecutive working days due to personal illness may be required to submit a doctor's certificate upon return to duty or intermittently as required by the District. Additionally, any employee out for more than three days will be considered to be on FMLA. FMLA requires employers to maintain group health insurance coverage while the employee is on FMLA status, at the same terms as if the employee continued to work. Any FMLA leave will be counted against the employee's annual FMLA leave entitlement.

E) Employees who fall ill while on vacation due to a Workers' Compensation injury or accident may use their sick time for the remainder of the illness and have their time adjusted, provided, however, that proper notification is given and a doctor's certificate is presented.

F) Leave of Absence Without Pay

After 12 weeks of absence, an employee can apply for leave without pay status. All benefit costs are the responsibility of the employee; additionally, no vacation, sick or personal time will accrue and seniority will be adjusted accordingly.

Section 4. Special Absence (Personal) Days

A) Full time employees shall be allowed two (2) days per year for personal reasons which require time that cannot be scheduled on Saturdays or after the work day. Part-time employees will receive one (1) special absence per year. Special absence requests shall be submitted to the immediate supervisor on a Special Absence Request Form signed by the employee. Special absence days shall not be used to extend any holiday, long weekend, or vacation, nor may such days be used for outside paid employment.

B) In the case on an emergency, the request may be called in or walked through to the employee's supervisor. In those emergency cases, specific reasons must be stated.

C) Special absence days are not cumulative as such, but when unused shall be applied to accumulated sick leave time.

Section 5. Bereavement Leave

In the event of a death occurring in the immediate family, a domestic partner, or a relative residing in the same house, the employee shall be granted a leave of absence for bereavement, with full compensation, up to five (5) work days. Immediate family is defined as the employee's spouse, children, parents, brothers, sisters, grandparents, mothers and fathers-in law, brothers and sisters-in-law and grandparent-in-law.

Section 6. Jury Duty

Time off will be given if an employee is required to serve as a juror. Compensation will be a regular pay. Minus the compensation received for jury duty, for the days on which appearance as a juror was required.

Section 7. Armed Forces Service Leave

Employees called to serve in the Armed Forces of the United States shall be entitled to seniority credits for the time served therein, including increments, upon their return.

Section 8. School Closing

In the event that the District closes school due to the non-utilization of snow days, employees will not be required to work on one (1) of the designated closure days as determined by the Superintendent of Schools.

ARTICLE VI
SENIORITY, PROMOTIONS AND REASSIGNMENTS

Section 1. Seniority

Seniority (with each job title) shall be based on the date of commencement of most recent continuous full-time working employment in the District.

Section 2. Promotions

An applicant assigned to a promotional position may rescind his application for the promotion at any time with the 30-day period and return to his former position without prejudice. If, after the 30-day period, the employee wishes to leave the promotional position, he must accept whatever opening exists.

Section 3. Job Openings

The District agrees to announce vacancies for all positions covered by this Agreement, and will give consideration to all applications from qualified unit members in filling such vacancies.

Section 4. Lay-offs

If lay-offs become necessary, provisional and probationary employees within the District shall be laid off before any permanent employee. If, after all provisional and probationary employees have been laid off and further reductions in the work force are necessary, the employer shall lay off in accordance with the principle 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 recalled. Benefits and seniority shall not accrue for time on extended leaves without pay.

Section 5. Recall

A) Before hiring any new employees following a layoff, the available work must first be offered to laid off employees by sending a written notice to the employee by Registered Mail, Return Receipt Requested, directing him/her to return to work at a date and time not less than seven days from the date of the mailing of such notice and the employee must reply within five (5) working days.

B) An employee may remain on a recall list for three (3) years.

ARTICLE VII
LEGAL ASSISTANCE

Section 1. Legal Counsel

The Board agrees to defend the employee in any action arising out of employee's proper performance of his/her duty, as provided in Section 3023 of the Education Law.

Section 2. Compensation for Lost Time

If an assault on an employee results in loss of working time, employee shall be paid in full and such paid absence shall not be deducted from any sick leave to which such employee is entitled under this contract. Any workers' compensation benefits due to employee during this period shall be paid to the school district to the extent of the amount paid out by the District.

ARTICLE VIII
MISCELLANEOUS

Section 1. Personnel Files

There shall be only one official employee personnel file. Upon request by the employee, he/she shall be permitted to examine the material in such file, relative to his/her service in the District. The employee shall have the right to answer in writing any material filed relative to his/her service in the District, and his/her answer shall be attached to the file copy.

Section 2. Hazardous Conditions

It shall be the duty of all employees to see that all working conditions are free from hazards. Such situations should be immediately reported to his/her supervisor.

Section 3. Mileage

Employees (with the proper approval) will be reimbursed for use of their personal vehicles at the rate prescribed by the Board of Education.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 1. Definition of Grievance

The term "grievance" shall mean any dispute between the parties hereto with respect to the meaning or interpretation of any provision of this agreement. The denial of tenure shall not constitute a grievance within the meaning of this contract and shall not be an arbitral matter.

Section 2. Procedure

A) Stage 1 - An employee of the unit who claims to have a grievance shall present his grievance to his immediate supervisor, i.e., custodian to head custodian; head custodian to District supervisor in writing within ten working days after the grievance occurs specifying the grievance and requesting a conference to discuss the grievance.

The Supervisor shall discuss the grievance with the employee and shall make such investigation as he deems appropriate.

Within ten working days after presentation of the grievance to the Supervisor, said Supervisor shall make his/her decision and communicate the same in writing to the

employee presenting the grievance, to the Superintendent of Schools, or his designee, and to the President of the Unit.

B) Stage 2 - If the grievance is not resolved, an appeal from the first stage may be made to the Superintendent of Schools, or his designee, within five working days of receipt of written decision as follows:

a) CSEA or the employee and/or his representative may request in writing, a hearing with the Superintendent of Schools, or his designee, to review the determination made in the 1st stage of this procedure. The Office of the Superintendent of Schools shall set a date for said hearing within five working days of the receipt of this request, and shall notify the grievant and/or the CSEA of this date. The hearing shall take place within ten (10) working days of receipt of the request. The Superintendent of Schools shall submit to the CSEA or the employee and/or his representative his findings and/or decision upon such review within ten (10) working days after the conclusion of said hearing.

b) The CSEA has the right at the hearing to make an oral or written presentation of its view on the grievant.

C) Stage 3 - Either party to this agreement may appeal from the determination of the Superintendent of Schools after the completion of the 1st stage and the 2nd stage, as outlined under this procedure, upon written notice to the American Arbitration Association, copy thereof mailed simultaneously to the other party. The Voluntary Labor Arbitration Rules of American Arbitration Association shall apply. The cost of any such arbitration excluding attorney's fees shall be borne equally by the District and the CSEA

a) The arbitrator shall have no power or jurisdiction to add to, delete from, or modify any of the terms of this agreement made supplementary hereto.

b) The award of such arbitration shall not be final or binding but shall be advisory in nature only and shall include a statement of the arbitrator's finding of fact, conclusions and recommendations.

c) The Board had the legal responsibility to make a determination in these cases. However, the Board pledges to give careful consideration to the recommendations of the arbitrator in exercising this responsibility. Action by the Board will be taken within thirty (30) days after receipt of the arbitrator's report and recommendations.

d) The employee instituting a grievance shall have the right to appear personally, or through the CSEA, or any other representative of his own choice. If the employee does not designate the CSEA, it shall have the right to be present at all stages of the procedures.

e) The Superintendent of Schools, or his designee, and the CSEA may, by mutual agreement, agree to waive the first stage of the foregoing grievance procedure for matters which are of district-wide implication.

ARTICLE X
CONFORMITY WITH SECTION 204-a OF THE TAYLOR LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XI
DURATION

The provisions of this Agreement shall be effective July 1, 2022 and shall continue in full force and effect until June 30, 2027.

PLAINEDGE UNION FREE SCHOOL DISTRICT

Catherine Flanagan
President, Board of Education

Edward A. Salina, Jr., Ed.D.
Superintendent of Schools

CIVIL SERVICE EMPLOYEES ASSOCIATION INC., LOCAL 1000, AFSCME, AFL-CIO, UNIT 18, NASSAU EDUCATIONAL LOCAL 865

Joseph Samler
President

James DellaRocca
CSEA Labor Relations Specialist

APPENDIX A
SALARY SCHEDULE
July 1, 2022 through June 30, 2023

Step	Cleaner	Custodian	Grounds	Mech/Maint	Motor Sup	AV Tech	Maint Sup.	Sup. Grounds	Bus Disp.	Asst. Head Cust.	Head Cust I	Head Cust II	Head Cust III	Sr. Maint
1	$48,938	$52,224	$56,627	$57,878	$67,987	$65,581	$68,253	$61,046	$52,303	$56,514	$64,000	$65,500	$67,418	$59,507
2	$49,851	$53,190	$57,603	$58,823	$68,884	$66,302	$69,055	$62,175	$52,931	$57,446	$64,934	$66,450	$68,476	$60,447
3	$50,781	$54,174	$58,596	$59,784	$69,793	$67,031	$69,866	$63,325	$53,566	$58,394	$65,882	$67,414	$69,551	$61,402
4	$51,729	$55,176	$59,606	$60,760	$70,714	$67,768	$70,687	$64,497	$54,209	$59,358	$66,844	$68,392	$70,643	$62,372
5	$52,695	$56,197	$60,634	$61,752	$71,647	$68,513	$71,518	$65,690	$54,860	$60,337	$67,820	$69,384	$71,752	$63,357
6	$53,679	$57,237	$61,679	$62,760	$72,593	$69,267	$72,358	$66,905	$55,518	$61,333	$68,810	$70,390	$72,879	$64,358
7	$54,681	$58,296	$62,742	$63,785	$73,551	$70,029	$73,208	$68,143	$56,184	$62,345	$69,815	$71,411	$74,023	$65,375
8	$55,702	$59,374	$63,824	$64,827	$74,522	$70,799	$74,068	$69,404	$56,858	$63,374	$70,834	$72,446	$75,185	$66,408
9	$56,742	$60,472	$64,924	$65,886	$75,506	$71,578	$74,938	$70,688	$57,540	$64,420	$71,868	$73,496	$76,365	$67,457
10	$57,801	$61,591	$66,043	$66,962	$76,503	$72,365	$75,819	$71,996	$58,230	$65,483	$72,917	$74,562	$77,564	$68,523
11	$58,880	$62,730	$67,182	$68,055	$77,513	$73,161	$76,710	$73,328	$58,929	$66,563	$73,982	$75,643	$78,782	$69,606
12	$59,979	$63,891	$68,340	$69,166	$78,536	$73,966	$77,611	$74,685	$59,636	$67,661	$75,062	$76,740	$80,019	$70,706
13	$61,099	$65,073	$69,518	$70,295	$79,573	$74,780	$78,523	$76,067	$60,352	$68,777	$76,158	$77,853	$81,275	$71,823
14	$62,239	$66,277	$70,716	$71,443	$80,623	$75,603	$79,446	$77,474	$61,076	$69,912	$77,270	$78,982	$82,551	$72,958
15	$63,401	$67,503	$71,935	$72,610	$81,687	$76,435	$80,379	$78,907	$61,809	$71,066	$78,398	$80,127	$83,847	$74,111
16	$64,584	$68,752	$73,175	$73,796	$82,765	$77,276	$81,323	$80,367	$62,551	$72,239	$79,543	$81,289	$85,163	$75,282

APPENDIX A
SALARY SCHEDULE
July 1, 2023 through June 30, 2024

Step	Cleaner	Custodian	Grounds	Mech/Maint	Motor Sup	AV Tech	Maint Sup.	Sup. Grounds	Bus Disp.	Asst. Head Cust.	Head Cust I	Head Cust II	Head Cust III	Sr. Maint
1	$49,794	$53,138	$57,618	$58,891	$69,177	$66,729	$69,447	$62,114	$53,218	$57,503	$65,120	$66,646	$68,598	$60,548
2	$50,723	$54,121	$58,611	$59,852	$70,089	$67,462	$70,263	$63,263	$53,857	$58,451	$66,070	$67,613	$69,674	$61,505
3	$51,670	$55,122	$59,621	$60,830	$71,014	$68,204	$71,089	$64,433	$54,503	$59,416	$67,035	$68,594	$70,768	$62,477
4	$52,634	$56,142	$60,649	$61,823	$71,951	$68,954	$71,924	$65,626	$55,158	$60,397	$68,014	$69,589	$71,879	$63,464
5	$53,617	$57,180	$61,695	$62,833	$72,901	$69,712	$72,770	$66,840	$55,820	$61,393	$69,007	$70,598	$73,008	$64,466
6	$54,618	$58,239	$62,758	$63,858	$73,863	$70,479	$73,624	$68,076	$56,490	$62,406	$70,014	$71,622	$74,154	$65,484
7	$55,638	$59,316	$63,840	$64,901	$74,838	$71,255	$74,489	$69,336	$57,167	$63,436	$71,037	$72,661	$75,318	$66,519
8	$56,677	$60,413	$64,941	$65,961	$75,826	$72,038	$75,364	$70,619	$57,853	$64,483	$72,074	$73,714	$76,501	$67,570
9	$57,735	$61,530	$66,060	$67,039	$76,827	$72,831	$76,249	$71,925	$58,547	$65,547	$73,126	$74,782	$77,701	$68,637
10	$58,813	$62,669	$67,199	$68,134	$77,842	$73,631	$77,146	$73,256	$59,249	$66,629	$74,193	$75,867	$78,921	$69,722
11	$59,910	$63,828	$68,358	$69,246	$78,869	$74,441	$78,052	$74,611	$59,960	$67,728	$75,277	$76,967	$80,161	$70,824
12	$61,029	$65,009	$69,536	$70,376	$79,910	$75,260	$78,969	$75,992	$60,680	$68,845	$76,376	$78,083	$81,419	$71,943
13	$62,168	$66,212	$70,735	$71,525	$80,966	$76,089	$79,897	$77,398	$61,408	$69,981	$77,491	$79,215	$82,697	$73,080
14	$63,328	$67,437	$71,954	$72,693	$82,034	$76,926	$80,836	$78,830	$62,145	$71,135	$78,622	$80,364	$83,996	$74,235
15	$64,511	$68,684	$73,194	$73,881	$83,117	$77,773	$81,786	$80,288	$62,891	$72,310	$79,770	$81,529	$85,314	$75,408
16	$65,714	$69,955	$74,456	$75,087	$84,213	$78,628	$82,746	$81,773	$63,646	$73,503	$80,935	$82,712	$86,653	$76,599

APPENDIX A
SALARY SCHEDULE
July 1, 2024 through June 30, 2025

Step	Cleaner	Custodian	Grounds	Mech/Maint	Motor Sup	AV Tech	Maint Sup.	Sup. Grounds	Bus Disp.	Asst. Head Cust.	Head Cust I	Head Cust II	Head Cust III	Sr. Maint
1	$50,665	$54,068	$58,626	$59,922	$70,388	$67,897	$70,662	$63,201	$54,149	$58,509	$66,260	$67,812	$69,798	$61,608
2	$51,611	$55,068	$59,637	$60,899	$71,316	$68,643	$71,493	$64,370	$54,799	$59,474	$67,226	$68,796	$70,893	$62,581
3	$52,574	$56,087	$60,664	$61,895	$72,257	$69,398	$72,333	$65,561	$55,457	$60,456	$68,208	$69,794	$72,006	$63,570
4	$53,555	$57,124	$61,710	$62,905	$73,210	$70,161	$73,183	$66,774	$56,123	$61,454	$69,204	$70,807	$73,137	$64,575
5	$54,555	$58,181	$62,775	$63,933	$74,177	$70,932	$74,043	$68,010	$56,797	$62,467	$70,215	$71,833	$74,286	$65,594
6	$55,574	$59,258	$63,856	$64,976	$75,156	$71,712	$74,912	$69,267	$57,479	$63,498	$71,239	$72,875	$75,452	$66,630
7	$56,612	$60,354	$64,957	$66,037	$76,148	$72,502	$75,793	$70,549	$58,167	$64,546	$72,280	$73,933	$76,636	$67,683
8	$57,669	$61,470	$66,077	$67,115	$77,153	$73,299	$76,683	$71,855	$58,865	$65,611	$73,335	$75,004	$77,840	$68,752
9	$58,745	$62,607	$67,216	$68,212	$78,171	$74,106	$77,583	$73,184	$59,572	$66,694	$74,406	$76,091	$79,061	$69,838
10	$59,842	$63,766	$68,375	$69,326	$79,204	$74,920	$78,496	$74,538	$60,286	$67,795	$75,491	$77,195	$80,302	$70,942
11	$60,958	$64,945	$69,554	$70,458	$80,249	$75,744	$79,418	$75,917	$61,009	$68,913	$76,594	$78,314	$81,564	$72,063
12	$62,097	$66,147	$70,753	$71,608	$81,308	$76,577	$80,351	$77,322	$61,742	$70,050	$77,713	$79,449	$82,844	$73,202
13	$63,256	$67,371	$71,973	$72,777	$82,383	$77,421	$81,295	$78,752	$62,483	$71,206	$78,847	$80,601	$84,144	$74,359
14	$64,436	$68,617	$73,213	$73,965	$83,470	$78,272	$82,251	$80,210	$63,233	$72,380	$79,998	$81,770	$85,466	$75,534
15	$65,640	$69,886	$74,475	$75,174	$84,572	$79,134	$83,217	$81,693	$63,992	$73,575	$81,166	$82,956	$86,807	$76,728
16	$66,864	$71,179	$75,759	$76,401	$85,687	$80,004	$84,194	$83,204	$64,760	$74,789	$82,351	$84,159	$88,169	$77,939

APPENDIX A
SALARY SCHEDULE
July 1, 2025 through June 30, 2026

Step	Cleaner	Custodian	Grounds	Mech/Maint	Motor Sup	AV Tech	Maint Sup.	Sup. Grounds	Bus Disp.	Asst. Head Cust.	Head Cust I	Head Cust II	Head Cust III	Sr. Maint
1	$51,678	$55,149	$59,799	$61,120	$71,796	$69,255	$72,075	$64,465	$55,232	$59,679	$67,585	$69,168	$71,194	$62,840
2	$52,643	$56,169	$60,830	$62,117	$72,742	$70,016	$72,923	$65,657	$55,895	$60,663	$68,571	$70,172	$72,311	$63,833
3	$53,625	$57,209	$61,877	$63,133	$73,702	$70,786	$73,780	$66,872	$56,566	$61,665	$69,572	$71,190	$73,446	$64,841
4	$54,626	$58,266	$62,944	$64,163	$74,674	$71,564	$74,647	$68,109	$57,245	$62,683	$70,588	$72,223	$74,600	$65,867
5	$55,646	$59,345	$64,031	$65,212	$75,661	$72,351	$75,524	$69,370	$57,933	$63,716	$71,619	$73,270	$75,772	$66,906
6	$56,685	$60,443	$65,133	$66,276	$76,659	$73,146	$76,410	$70,652	$58,629	$64,768	$72,664	$74,333	$76,961	$67,963
7	$57,744	$61,561	$66,256	$67,358	$77,671	$73,952	$77,309	$71,960	$59,330	$65,837	$73,726	$75,412	$78,169	$69,037
8	$58,822	$62,699	$67,399	$68,457	$78,696	$74,765	$78,217	$73,292	$60,042	$66,923	$74,802	$76,504	$79,397	$70,127
9	$59,920	$63,859	$68,560	$69,576	$79,734	$75,588	$79,135	$74,648	$60,763	$68,028	$75,894	$77,613	$80,642	$71,235
10	$61,039	$65,041	$69,743	$70,713	$80,788	$76,418	$80,066	$76,029	$61,492	$69,151	$77,001	$78,739	$81,908	$72,361
11	$62,177	$66,244	$70,945	$71,867	$81,854	$77,259	$81,006	$77,435	$62,229	$70,291	$78,126	$79,880	$83,195	$73,504
12	$63,339	$67,470	$72,168	$73,040	$82,934	$78,109	$81,958	$78,868	$62,977	$71,451	$79,267	$81,038	$84,501	$74,666
13	$64,521	$68,718	$73,412	$74,233	$84,031	$78,969	$82,921	$80,327	$63,733	$72,630	$80,424	$82,213	$85,827	$75,846
14	$65,725	$69,989	$74,677	$75,444	$85,139	$79,837	$83,896	$81,814	$64,498	$73,828	$81,598	$83,405	$87,175	$77,045
15	$66,953	$71,284	$75,965	$76,677	$86,263	$80,717	$84,881	$83,327	$65,272	$75,047	$82,789	$84,615	$88,543	$78,263
16	$68,201	$72,603	$77,274	$77,929	$87,401	$81,604	$85,878	$84,868	$66,055	$76,285	$83,998	$85,842	$89,932	$79,498

APPENDIX A
SALARY SCHEDULE
July 1, 2026 through June 30, 2027

Step	Cleaner	Custodian	Grounds	Mech/Maint	Motor Sup	AV Tech	Maint Sup.	Sup. Grounds	Bus Disp.	Asst. Head Cust.	Head Cust I	Head Cust II	Head Cust III	Sr. Maint
1	$52,712	$56,252	$60,995	$62,342	$73,232	$70,640	$73,517	$65,754	$56,337	$60,873	$68,937	$70,551	$72,618	$64,097
2	$53,696	$57,292	$62,047	$63,359	$74,197	$71,416	$74,381	$66,970	$57,013	$61,876	$69,942	$71,575	$73,757	$65,110
3	$54,698	$58,353	$63,115	$64,396	$75,176	$72,202	$75,256	$68,209	$57,697	$62,898	$70,963	$72,614	$74,915	$66,138
4	$55,719	$59,431	$64,203	$65,446	$76,167	$72,995	$76,140	$69,471	$58,390	$63,937	$72,000	$73,667	$76,092	$67,184
5	$56,759	$60,532	$65,312	$66,516	$77,174	$73,798	$77,034	$70,757	$59,092	$64,990	$73,051	$74,735	$77,287	$68,244
6	$57,819	$61,652	$66,436	$67,602	$78,192	$74,609	$77,938	$72,065	$59,802	$66,063	$74,117	$75,820	$78,500	$69,322
7	$58,899	$62,792	$67,581	$68,705	$79,224	$75,431	$78,855	$73,399	$60,517	$67,154	$75,201	$76,920	$79,732	$70,418
8	$59,998	$63,953	$68,747	$69,826	$80,270	$76,260	$79,781	$74,758	$61,243	$68,261	$76,298	$78,034	$80,985	$71,530
9	$61,118	$65,136	$69,931	$70,968	$81,329	$77,100	$80,718	$76,141	$61,978	$69,389	$77,412	$79,165	$82,255	$72,660
10	$62,260	$66,342	$71,138	$72,127	$82,404	$77,946	$81,667	$77,550	$62,722	$70,534	$78,541	$80,314	$83,546	$73,808
11	$63,421	$67,569	$72,364	$73,304	$83,491	$78,804	$82,626	$78,984	$63,474	$71,697	$79,689	$81,478	$84,859	$74,974
12	$64,606	$68,819	$73,611	$74,501	$84,593	$79,671	$83,597	$80,445	$64,237	$72,880	$80,852	$82,659	$86,191	$76,159
13	$65,811	$70,092	$74,880	$75,718	$85,712	$80,548	$84,579	$81,934	$65,008	$74,083	$82,032	$83,857	$87,544	$77,363
14	$67,040	$71,389	$76,171	$76,953	$86,842	$81,434	$85,574	$83,450	$65,788	$75,305	$83,230	$85,073	$88,919	$78,586
15	$68,292	$72,710	$77,484	$78,211	$87,988	$82,331	$86,579	$84,994	$66,577	$76,548	$84,445	$86,307	$90,314	$79,828
16	$69,565	$74,055	$78,819	$79,488	$89,149	$83,236	$87,596	$86,565	$67,376	$77,811	$85,678	$87,559	$91,731	$81,088

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

Mary E. Sullivan, President