

*July 1, 2019 – June 30, 2024*

*Agreement By and Between*

*Board of Education*

*of the*

*Bethpage Union Free School District*

*and*

*The Service Unit of C.S.E.A., Inc.*

*Local 1000, AFSCME AFL-CIO –*

*of Bethpage Union Free School District*

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## PREAMBLE

*Agreement made [insert date], 2021 by and between the Bethpage Union Free School District, Town of Oyster Bay, New York as public employer and Civil Service Employees Association, Service Unit, as public employees for the period from July 1, 2019 through June 30, 2024 in accordance with the provisions of Article 14, Civil Service Law of the State of New York.*

## ARTICLE I – RECOGNITION

### SECTION I.

- A. The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the Certified Union, hereafter herein shall be referred to as the Association.
- CSEA agrees to indemnify and hold the District harmless from any and all claims and liabilities that may result from this amendment to the collective bargaining agreement.
- B. The Board of Education of Bethpage Union Free School District shall hereafter be referred to as the Board.

### SECTION II.

- A. The Board of Education recognizes the Association as the sole and exclusive bargaining agent during the period of implementation of this Agreement for all personnel in the Services Unit.
- B. The Services Unit consists of: All Custodians, Maintainers, Groundskeepers, Cleaners, Pool Operators, Storekeepers, permanent part-time hourly Bus Drivers, cleaner/bus driver, custodian/bus driver, A.V. Technician.

## ARTICLE II – NEGOTIATIONS

### SECTION I.

All items involving wages, hours, pension, fringe benefits, and other working conditions on which agreements are reached during the annual bargaining sessions shall be reduced to writing in mutually acceptable language and shall be signed on approval by the parties hereto by the Superintendent of Schools on behalf of the School District and by a duly authorized officer of the Association on behalf of the negotiating unit herein.

## SECTION II.

The provisions of this contract shall be effective as of July 1, 2019 and shall remain in force through June 30, 2024.

## ARTICLE III – WORKING CONDITIONS

### SECTION I. – *WORKING HOURS*

- A. The hours of employment presently in practice in the three Custodial and Cleaner shifts shall be continued during the school years July 1, 2019 through June 30, 2024 with the following exception:
1. Existing shifts may be changed by one hour, upon mutual consent of the District and the affected employee, without change in compensation.
  2. a. The Administration, on one week prior notice or on less notice by consent of affected employee, shall be entitled during school year to change the weekly work day schedule of Senior Maintenance personnel from eight hours per day Monday – Friday to ten hours per day for four days within the Monday – Friday work week.  
b. During July & August a change to a four day work (10 hours per day) for Senior Maintenance and Garage Personnel shall be affected only by mutual consent of the Administration and affected employee.  
c. Any work day hour change to a four day week as above provided shall be made for a stated period which may be renewed or canceled by additional prior notice of one (1) week before end of same.
  3. Irrespective of any other provision of the contract, or past practice, Administration (in its sole non-grievable discretion) may eliminate the 11:00 p.m. to 7:00 a.m. shift and the 10% stipend for same, and create a 4:30 p.m. to 12:30 a.m. shift with a 7% stipend, and assign, reassign, transfer or layoff employees as needed regarding such shift change, without negotiating/bargaining with the union, its representatives or the membership. No advance notice or other limiting contract provision shall apply to the aforementioned elimination of shift, the creation of the new shift, or the assignment or reassignment of employees pursuant to this provision. Furthermore, employees assigned or reassigned to the 4:30 p.m. to 12:30 a.m. shift shall not receive any additional compensation of any kind, at any rate, other than the 7% stipend, irrespective of any notice, reassignment, transfer, compensation, payment, stipend or other contract provision.

- B. The work week for Service Unit personnel except bus drivers shall be forty (40) hours, during five (5) consecutive eight (8) hour days from Monday through Friday except as provided in paragraph three (3) above and Section II-B.
- C. Notwithstanding the provisions of Article III, Section I-B, the Board may hire a second pool operator on a Tuesday through Saturday work week. It is understood and agreed that the Tuesday through Saturday schedule provided herein for a pool operator shall not be deemed to constitute any precedent in favor of either party hereto on the question of Tuesday through Saturday work schedules.

## **SECTION II. – CHANGE OF SCHEDULED SHIFT**

- A. If an employee's regular scheduled shift is to be changed for the school district's convenience, he/she must receive a forty-eight (48) hour notice prior to the effective time of such change, or be paid a rate of time and one-half for period of such time worked within such forty-eight (48) hour notice. Such notice shall be waived if emergency should make it impracticable. This provision shall not be applied to schedule changes made pursuant to Article III, Section IA, 1 and 2; Section III, 6; and Article X, Section VII. All other things being equal including but not limited to compatibility of personalities, and hardship factors, seniority shall provide basis for shift changes subject to nature of work to be performed. This provision shall not apply to employees assigned a Tuesday through Saturday work week pursuant to subdivision "B" below.
- B. District administration shall have the right to ask for volunteers in the first instance, to work a Tuesday through Saturday work week, and if there is an insufficient number of volunteers, then administration shall assign a maximum of eight (8) unit member employees to work up to two (2) blocks of up to twenty (20) weeks per block, at a stipend of \$3,300 per twenty (20) week block. Such compensation shall be prorated in the case of an assignment of fewer than twenty (20) weeks. Such employees shall not be entitled to the payment of overtime for Saturday work, unless the employee otherwise qualifies for overtime based on the total hours worked per week (in excess of 40 hours). The stipend shall not apply to employees who are assigned to Saturday work on a temporary basis or as part of other than a regular Tuesday through Saturday work week. Temporary Saturday assignments will not qualify for the stipend. However, such employees shall not lose eligibility for overtime for such work provided they meet the criteria for payment of same. For those employees assigned to a regular Tuesday through Saturday work week, if a holiday as recognized by the contract and administration occurs on a Monday, such

employees will receive the Tuesday immediately following such holiday, off with pay. The District reserves the right to reject any volunteer for a Tuesday through Saturday work week, provided that its consent to such volunteers is not unreasonably withheld. Assignment of a Tuesday through Saturday work week shall apply to day shift employees only. However, night shift employees may volunteer for such a work week. Assignments of a Tuesday through Saturday work week will be made in reverse order of employees' seniority provided the administration determines that the District's needs may be met through such a procedure. The District will make its best efforts to hire substitutes to perform work on Mondays which had been previously assigned to employees, working a Tuesday through Saturday work week pursuant to this provision. Administration may in its discretion grant requests for exceptions from Tuesday through Saturday work week assignments for employee demonstrated hardship. By August 15, the Assistant Superintendent for Business or his/her designee will provide the unit president with a list of the number and types of unit positions which will be subject to Tuesday through Saturday work week assignments.

### **SECTION III. - OVERTIME**

- A. Salaried personnel regularly employed for thirty-five (35) or forty (40) hour week.
1. Time and one-half pay shall be paid for all authorized overtime work beyond time worked in excess of forty (40) hours per week. For purposes of this section, "time worked" shall include all paid leave with the exception of personal leave. Time worked shall be compensated in fifteen (15) minute increments and a major portion of any increment of less than fifteen (15) minutes.
  2. a. Time and one-half shall be paid for any time that is worked on a paid holiday or Saturday, and double time shall be paid for any time that is worked on Sundays. This provision shall not apply to regular Saturday assignments pursuant to Section II (B).  
b. Any employee who works less than forty (40) hours per week who has no remaining personal leave or sick leave coverage for such time under forty (40) hours per week, may be upon mutual consent of employee and Administration work the absent hours during weekend (Saturday, Sundays) at straight time rate.
  3. Extra work – When an employee is recalled from home on a work day for hours other than his regular schedule, he shall receive a minimum of two (2) hours pay.

This provision shall also apply to calls on Saturday, Sundays, and non-work holidays.

4. Personnel called out from home for snow removal duty shall be credited with one (1) hour of employment for travel from home to school property.
5. Any premium pay, etc., plus longevity pay, shall be included in gross salary computing overtime pay.
6. Summer hours of unit members shall be eight and one-half (8-1/2) hours per day which shall include one-half (1/2) hour for lunch.
7. a. Snow Removal – Members of the unit will receive time and one-half based on their current salary for snow removal duties for the period of time that exceeds their regular eight (8) hour work day. Such time and one-half, at employee's option, can either be taken by monetary payment or compensatory time (e.g., if two (2) hours, are accumulated above and beyond the regular work day, then employee may receive three (3) hours pay or three (3) hours compensatory time). Compensatory time must be taken in the same school year in which it was earned. With special written permission from the Assistant Superintendent for Business, such time may be taken at a mutually agreed upon time to be stated in such written permission during the ensuing school year. Under no circumstances may compensatory time be accumulated. Compensatory time can only be scheduled to be taken with the agreement of the Assistant Superintendent for Business or his/her designee.  
b. Effective July 1, 1991, on days when schools are closed due to snow, unit personnel assigned to snow removal activity shall be paid double time for the time during such days when they are actually engaged in such work, and employees who are required to report to work but are not put on snow removal activity shall be paid time and one-half for the time worked.
8. The District shall have the right to contract out to assist in the work of snow removal.

B. Salaried personnel employed under thirty-five (35) hour week; and hourly personnel:

1. All salaried personnel regularly employed less than thirty-five (35) hours per week and all hourly personnel shall be paid time and one-half for work in excess of forty (40) hours per week.
2. It is further provided that if any such employee works in excess of eight (8) hours in any day, he/she shall be paid at time and one-half for such excess daily hours.

3. When schools are not in session for the full work week, overtime under Article III, Section III, B-1, shall commence after forty (40) hours less eight (8) hours for each day that schools are not in session during such week.
4. Any driver requested to drive over weekends or paid holidays will be paid Saturdays and Holidays at time and one-half and double time for Sundays, it being understood that the district will not be required to use regular employees on weekends and holidays.
5. Call back provision of minimum two (2) hours straight time will be paid for any driver called from home after completion of regular daily schedule.
6. Personnel required to drive 54 passenger bus during regular work week (excluding Saturdays, Sundays and Holidays) shall be paid 5% premium on hours worked or such driver's regular straight time whichever is higher. This provision shall take effect following approval of this agreement. Said vehicle shall be operated by a bus driver within the unit for so long as the district owns and operates such vehicle or replacement vehicle. Assignment of District Bus Drivers shall only apply if they are qualified bus drivers employed in the district. District shall not appoint anyone in a different title to operate said vehicle unless there is no bus driver within the unit qualified to operate same.

#### **SECTION IV. – VACATIONS**

- A. The present Board policy on vacations shall be continued. (See Schedule F)
- B. If a paid holiday should occur during a vacation period, such vacation shall be extended one (1) day.
- C. If a starting date for full time employment occurs on or prior to the 15<sup>th</sup> of the month, a full day of vacation shall be credit for that month. The same principal will be applied to computing vacation for the last month of employment preceding termination.
- D. Unit members will comply with District guidelines on notice and scheduling of vacations of unit employees.

#### **SECTION V. – UNIFORMS**

- A. Uniforms shall be provided for members of the Services Unit staff in accordance with the following practice: Custodial, cleaning, maintenance and grounds personnel shall have a compliment of five (5) uniforms in their possession. When a uniform, or a portion of a uniform is deemed by the District to be non-usable, such uniform shall be returned to the



District. The District will then replace the uniform or a portion thereof, Custodial, cleaning, maintenance and grounds personnel shall be permitted to wear carpenter's jeans instead of uniform pants provided the carpenter's jeans are acceptable to administration in terms of style, color and composition. The aforementioned carpenter's jeans will be provided as per the above-reference restrictions regarding the number of uniforms, the condition of same, and the return to the District. The cost and purchase of such carpenter's jeans shall be subject to the approval of the Assistant Superintendent of Business or his/her designee. Effective July 1, 2021, the boot allowance shall be one hundred fifty (\$150) dollars per employee, per year, regardless of the number of boots purchased.

- B. Effective with the 2020-21 school year, the District shall purchase one winter coat as selected by the District, per employee, every two years. Such coats are to be worn by members [while on duty?] when the weather requires a coat, and will be treated as part of a member's uniform for purposes of replacement by the District. Galoshes and Gloves shall be supplied to members of the custodial, grounds, and maintenance crews (not to exceed twenty members) who are involved in inclement weather work. All such equipment shall remain stored in the district schools and shall be only used for work done within and for the school district. The District shall select the aforesaid equipment.
- C. All unit employees shall be issued identification badges with their photographs which shall be worn and prominently displayed during working hours.
- D. All unit employees who receive uniforms from the District must wear same during working hours.
- E. Unit employees who fail to wear their uniforms in a proper manner shall be subject to disciplinary action as follows: For a first offense within a contract year (July 1 – June 30), the District may issue a verbal warning to the employee. After a second offense within a contract year, the District may issue a written warning to the employee. If the unit employee continues to fail to wear the uniform in a proper manner after verbal and written warnings, the District may suspend the employee without pay for one (1) day. For a further offense within the contract year the District may suspend the employee without pay for up to three (3) days. Continued infractions within the contract year may result in further discipline, up to and including discharge.

## **SECTION VI. – SENIOR MAINTAINER STATUS**

For the purpose of establishing Senior Maintainer Status, the following procedure shall be followed:

- A. The District shall notify a maintainer employee in any maintenance subdivision as hereinafter set forth in which there is no senior maintainers, within a period of one (1) year, whether or not he shall be granted the status of senior maintainer in such maintenance subdivision.
- B. There shall be no more than one (1) senior maintainer in any maintenance position subdivision. Nothing hereinafter, however, shall require the District to maintain a maintenance position or a Senior Maintainer position in any maintenance subdivision.
- C. Maintenance subdivisions above referred to are Glazier, Auto Mechanic, Electrician, Painter, Mason, Carpenter, Plumber, Roofer, or general maintenance. If any maintenance employee is employed in a maintenance subdivision for at least six (6) months at a time where a senior maintainer appointment becomes vacant, such employee shall be notified within six (6) months thereafter as to whether he/she will be granted senior maintenance status in such maintenance subdivision.
- D. Effective July 1, 2015, there may be more than one (1) senior maintainer in a maintenance position subdivision. The District reserves that right to have zero, one or more Senior Maintainer positions in any maintenance subdivision.

### **ARTICLE IIIA**

#### **EMPLOYEE STATUS OF 10-MONTH EMPLOYEES**

During the term of this agreement and for the purpose of this Article until a successor agreement is executed, each member of the Services Unit, employed by the District during the ten (10) month academic year, who is employed in any capacity by the District as of the last day of any academic year or term or the last day preceding any customary and established school vacation period, holiday recess of schools or other school recess, shall continue to be employed in the same capacity at the commencement of the ensuing academic year or term and at the commencement of the period immediately following such vacation period, holiday recess or other school recess, unless such unit member is given written notice before the last day of such academic year or term, or the last day preceding such vacation period, holiday recess or other school recess, that his/her said services will not be resumed at the commencement of the aforesaid ensuing academic year or term, or period immediately following such holiday vacation or recess.

It is understood and agreed that subject to the specific provisions of this Article relating to continuation of services, the provisions of this Article are not intended to, nor shall same be construed:

1. To deprive any unit member employed by the District legal employment rights that such employee possesses in the absence of this Article.
2. To deprive the District of any legal rights to terminate at any time any employee of the aforesaid unit that the District possesses in the absence of this Article.

It is further agreed that if Chapter 675 of the laws of 1977 of the State of New York are amended in pertinent part so that non-professional employees regularly employed by this District are not entitled to claim unemployment insurance benefits for periods between successive academic years, or during vacation periods or customary and established school recess periods, or if any decision is made by a court of last resort construing the aforesaid provisions of law relating to unemployment insurance consistent with the above postulated amendment or said Chapter 675, then in either of such events this Article shall be deemed canceled as of the effective date of such amendment or judicial determination.

## **ARTICLE IV – RETIREMENT PLAN**

### **SECTION I. – *RETIREMENT***

- A. Benefits are available to Service Unit employees who are members of the New York State Employees Retirement Plan. (Section 75e)
- B. Effective July 1, 1991, Service Unit employees shall be eligible for the early retirement incentive option available under Section 75i of the New York State Employees Retirement Plan. (Plan 75i is for Tier I and Tier II members only).

## **ARTICLE V – PROMOTIONS**

### **SECTION I. – *OPEN POSITIONS – OPPORTUNITIES TO APPLY***

All open positions and positions paying higher salary differentials shall be adequately publicized in every building on bulletin boards, and all qualified non-teaching personnel shall be given adequate opportunity to make application for such positions.

### **SECTION II. – *COMPETITIVE POSITIONS***

In filling competitive positions, the District shall request the Nassau County Civil Service Commission to conduct a promotional examination. In instances where the County will not approve a promotional examination, the District will then seek an open competitive examination as required under Civil Service Laws and Regulations if there is no list in existence.

### **SECTION III. – *NON-COMPETITIVE POSITIONS***

All promotional vacancies within a given classification shall be filled by the Board on the basis of qualification and seniority. Past performance shall be considered as part of qualifications.

### **SECTION IV. – *PROMOTIONAL SENIORITY***

For purposes of promotions, seniority shall mean time worked within the classification where the promotional vacancy exists.

### **SECTION V. – *PROMOTIONAL TRANSFER STEP***

Effective July 1, 1991, all Service Unit employees who are promoted shall move laterally from the step on their current salary schedule to the step of the salary schedule for the position to which they have been promoted.

## **ARTICLE VI – NEW EMPLOYEES**

### **SECTION I. – *BOARD APPROVAL***

All new Service Unit employees appointed to full-time positions shall be approved by the Board of Education within thirty (30) - sixty (60) days. The Service Unit shall be notified upon appointment of probationary or permanent employees when any such employment affects categories represented by the Service Unit as per Article I, §2-B.

### **SECTION II. – *TEMPORARY POSITIONS***

Persons hired for temporary positions shall be notified at time of hiring of the temporary nature of employment, and same shall be noted on the employment application.

## ARTICLE VII – SENIORITY

### SECTION I. – *LAYOFFS*

- A. If layoffs become necessary, provisional and probationary employees within a group classification, and in the case of the maintenance group with specific skills categories, shall be laid off before any permanent employee shall lose any time. If, after all provisional and probationary employees in a particular group 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 group classification, i.e., the last person hired shall be the first person laid off and the last person laid off shall be the first person rehired. It is understood that group classification as used herein refers to groups classified as custodians, maintainers, cleaners, groundskeepers, cafeteria personnel, cleaner attendant (matron), drivers, etc. It is further understood and agreed that in the case of the maintenance group, seniority shall be applied only among employees in the same skill category such as plumbers, electricians, automotive services personnel, etc.
- B. Permanent employees within the unit who are laid off shall have first preference to Per Diem openings on a Seniority Basis (compensated at the District Per Diem schedule) in cleaner, custodial or groundskeepers category, provided that such persons render satisfactory service. Per Diem persons shall retain their status under this subdivision unless they reject four (4) consecutive calls or are unavailable when called for one (1) month.

### SECTION II. – *RE-HIRING*

- A. Before hiring any new employees, the available work must first be offered to employees on layoff in the same category, who were laid off within two (2) years of the date that the opening occurs, by sending a written notice to such employee by registered or certified mail, return receipt request, directing him/her to return to work at a date and time not less than fourteen (14) calendar days from the date of the mailing of such notice, except that such employee must notify District in writing within ten (10) calendar days of the decision or be deemed to have rejected re-employment or lack of work. Employees recalled as provided in this section shall refer to vacancies occurring within the group classification and skill categories as defined in Section IA of this Article. Right to recall shall exist within such classification and skill categories where vacancy exists in a position that is the same or lower ranking. For re-hiring purposes the classification of custodian shall include cleaners and groundskeepers. Bus Drivers shall be recalled only as Bus Drivers.

- B. Persons rehired within two (2) years after layoff, in accordance with Section IIA above, shall be employed on the basis that they will enjoy the same salary step, vacation entitlement, and other benefits afforded him under the terms of the contract in force at the time of layoff, provided, however, that upon employee's return he will be subject to any contract changes negotiated by his unit in his absence.

## **ARTICLE VIII – ASSISTANCE IN ASSAULT OR CIVIL CASES**

### ***SECTION I. – REPORT OF ASSAULTS OR OTHER CIVIL ACTIONS***

Service Unit employees shall be required to report all cases of assault suffered by Service Unit employees, and of civil actions filed against them in connection with their employment to the Superintendent of Schools within the period required by law. The Superintendent of Schools shall acknowledge receipt of such report within three (3) days.

## **ARTICLE IX – EMPLOYEE RATING**

### ***SECTION I. – RATINGS AND EMPLOYEE REVIEW***

Any rating of an employee shall be in writing and shall be shown to the employee by his or her supervisor. The employee shall review same and initial. It is clearly understood that the initialing of such review shall not be deemed to indicate agreement therewith.

## **ARTICLE X – MISCELLANEOUS**

### ***SECTION I. – CREDIT FOR PRIOR EXPERIENCE***

All employees new to the District and appointed by the Board may be granted credit for prior related work experience.

### ***SECTION II. – QUALIFICATION OF EMPLOYEES***

No person shall be permanently employed by the District in a non-teaching capacity who is not qualified under applicable Civil Service Laws and Regulations.

### ***SECTION III. – COMPENSATION – WORK OUT OF TITLE***

- A. No person shall work out-of-title for a consecutive period in excess of ten (10) days, unless compensated following such period at the same rate of pay such employee would earn had he/she achieved a promotion, notwithstanding the fact that the position is temporary. Such compensation shall be retroactive to the first day of out-of-title work provided the

employee satisfies the aforementioned consecutive days requirement. The promotional rate during such temporary service shall terminate upon return of employee to his regular work. It is understood and agreed that coverage provided for vacation periods shall not result in such increased rate of pay at the promotional rate provided that the vacation period does not exceed four (4) weeks.

- B. Effective July 1, 1991. Bus Driver employees shall receive a partial payment for the first pay period in September.

#### **SECTION IV. – PAYMENT FOR TRAINING COURSES TAKEN**

Courses of study undertaken with District approval pertinent to employee's occupation, shall be paid by the District and the District shall provide necessary books which however, shall be the property of the District. Employee taking courses with prior District approval outside of working hours shall be granted compensatory time with pay. When courses are taken during working hours with District approval, employee shall receive regular pay.

#### **SECTION V. – ASSIGNMENT OF HOURLY DRIVERS**

- A. Route assignments will be prepared by the Transportation Office and offered on a seniority basis.
- B. Extra trip assignments made among District employees shall be rotated among all Bus Drivers. The Transportation Supervisor will develop a roster of all extra trip assignments. Additional trips will be added as needed. All trips must be taken by the staff members as assigned, although a staff member may arrange for another driver to substitute for the extra trip assignment with the approval of the Transportation Supervisor.
- C. The District reserves the right to contract for any transportation services, as it has in the past, which is in the best interest of the District.
- D. Effective July 1, 1991, Bus Driver employees shall be entitled to work a minimum of two (2) hours in the morning and two (2) hours in the afternoon on days when all district schools are open.
- E. The District shall have the right to change the route assignments of a driver regardless of seniority as follows:
  - 1. The District may immediately reassign a driver where he/she has engaged in conduct posing a threat to the health and safety of school bus passengers or the public at large. In such instances, the driver shall have the right to meet with the

Superintendent to defend or explain his/her actions, although this right shall, in no way, serve to restrict the District's right to reassign the driver.

2. For other types of conduct unacceptable to the District, such route reassignments may take place after the District has issued a verbal and, subsequently, written warning to the driver within a contract year (July 1 – June 30). This paragraph is intended solely to address the matter of the reassignment of drivers' routes and should not be construed, in any way, as a limitation on the District's right to discharge.
- F. When the District requires bus drivers to have physical examinations in the summer, when such drivers are not otherwise on duty, the District will compensate these drivers for up to one (1) hour at their regular rate of pay.
- G. Regular hourly bus drivers employed by the District who have current and valid certification as bus driver trainers (so-called "19A" driver/trainers), and who are assigned by the District as part of their regular duties the training of District employed drivers shall receive an annual stipend, off the salary schedule of \$300.00, upon presentation of documentation acceptable to the Assistant Superintendent for Business, confirming such certification.

**SECTION VI. - MEMBERS OF THE NEW YORK STATE RETIREMENT SYSTEM WHOSE HOURS OR EARNINGS FALL BENEATH ELIGIBILITY REQUIREMENTS**

- A. Any Service Unit employee who originally qualified and participated in the New York State Retirement System shall not be dropped therefrom by election of the District, due to reduction of hours worked or wages beneath requirements for original eligibility so long as such employee remains employed by the District.
- B. In the event that any law or rule or regulation of the Retirement System mandates termination of participants in the New York State Retirement System by reason of insufficient hours worked or wages earned, the District shall in no way be liable to employees so terminated.
- C. Nothing in this section shall be deemed to abridge, limit or restrict the rights of the Board to eliminate any position or terminate any employee.

**SECTION VII. - FLOATING SUBSTITUTE CLEANERS OR CUSTODIANS**

District may hire on a full time basis, up to two (2) regular substitute personnel, either cleaners or custodians, or one (1) of each, who may be assigned by the Administration to

cover service unit employee absence, within the appropriate job function of such new employees.

Such new employees may also be assigned to areas where they are needed, when not required to perform substitute services. Forty-eight (48) hour notice shall not apply to such substitutes. Regular Substitutes shall be used before other District employees are assigned to cover services as provided in Article III, Section III, sub-division 6. The District on request not to exceed once per annum, shall furnish names of such regular substitutes to unit.

#### **SECTION VIII. – MEETING WITH ADMINISTRATOR**

Approximately once monthly at the request of either party, an appropriate Administrator and Officers of the Association will meet to discuss problems or to clarify concerns of either party for the purpose of promoting harmony amongst Service Unit members and the District. In any event, an Administrator and the aforesaid representatives of the Association shall meet once during the third and sixth months of the school year to promote the foregoing purpose.

#### **SECTION IX. – INCREMENTS**

Increments shall be paid to employees only in the September or February of each school year immediately following an employee's anniversary (hiring) date.

### **ARTICLE XI – ON THE JOB INJURIES**

#### **SECTION I. – WORKMEN'S COMPENSATION**

- A. Service Unit employees shall receive, at employee's option, full pay under sick day coverage to the extent thereof, or in the alternative, employee may apply for Workmen's Compensation only, however, without using employee's sick days. If employee elects to use sick days and District is reimbursed by Workmen's Compensation for days out, the employee will be credited with the number of sick days equivalent to the compensation reimbursement received by District.
- B. *Non-Occupational Disability Income* – The District shall provide a non-occupational disability income policy conforming to the requirements of the existing New York State Disability Benefits Laws (DBL) for all members of the Services Unit described in Article I, Section IIB, with the employee members' contribution to the premium being the maximum permitted by law.

## **SECTION II. – SAFETY PRACTICES**

- A. The parties recognize the necessity of following good safety practices in all job classifications. The Board will provide adequate equipment and maintain both equipment and working conditions in a safe manner. Any condition which is felt to be unsafe shall be reported to the Administration, promptly investigated, and corrections made where required.
- B. In the event that any unit member is alone in any building during the course of his/her shift of employment, such employee shall be provided by the District with a means of communicating with the security desk in the Administration Building by a device that can be carried on the person of such employee.

In the interim (between the date of approval of this agreement and a reasonable period of time to permit the district to select and to acquire the appropriate device or system), unit employee working alone in the building shall contact the security desk by phone every two (2) hours. In the event that such call is not made within 15 minutes of time that same is due, the security desk shall be instructed to provide contact with such employee by visitation at the place of employment.

## **ARTICLE XII – LEAVE PROVISIONS**

### **SECTION I. – SICK LEAVE ALLOWANCE**

- A. During the first twenty-six (26) weeks of employment, all unit employees employed twenty (20) hours or more per week shall not be entitled to sick leave. Following successful completion of this twenty-six (26) week period, such employees will be credited with sick leave retroactive to the first day of employment.
- B. All unit employees employed twenty (20) hours or more per week shall be entitled to one (1) sick day per month of their regularly scheduled months of service during the school year. Such sick days, if not used, will be accumulated up to two hundred fifty (250) days maximum. Sick days for employees regularly employed for less than eight (8) hours per day [forty (40) hours per week] shall be computed on the basis of employee's regularly scheduled work day.
- C. For the duration of this agreement, cumulative sick leave allowance shall not be less than the maximum granted to any other unit.
- D. Sick leave may be taken in full or half day increments only. Employees are prohibited from taking smaller portions of work days as sick leave.

- E. Effective July 1, 2015, up to three (3) sick days may be used for illness in the immediate family. For the purposes of this section, family is defined as parent, spouse, child or relative living in the household of the employee.

## **SECTION II. – DOCTOR’S CERTIFICATE**

- A. Employees absent for more than five (5) consecutive working days because of personal illness are required to submit a doctor’s certificate explaining the nature of the illness upon return to duty, in order to claim sick days beyond five (5) days.
- B. Unit employee entitlement to paid sick leave shall be subject to the following provisions:
  - After any unit employee’s sixth (6<sup>th</sup>) days of absence in any school year for reason of illness, employee shall, at the discretion of the Superintendent, thereafter provide a doctor’s note for each additional day of absence for illness. Failure to provide such doctor’s note for any such additional day shall disqualify employee’s entitlement for sick leave pay for such days and employee shall not be paid for absence on any such disqualified day.
- C. If an employee leaves during the workday due to an on the job injury, he/she shall be paid for the full day.
- D. Irrespective of the provisions of paragraphs A and B of this SECTION, the Superintendent in his/her discretion, can request that employees who take sick leave on Friday or Monday, or on the days preceding or following a paid holiday or vacation, submit a doctor’s note validating their inability to report to work on those days. Failure to provide such doctor’s note for any such day shall disqualify employee’s entitlement for sick leave pay for such days and employees shall not be paid for absences on any such disqualified day.

## **SECTION III. – APPEARANCE BEFORE COURTS AND GOVERNMENT AGENCIES**

- A. Absence by reason of appearance as involuntary witness, by subpoena in an action not involving the School District, will be approved with pay for the number of days necessary.
- B. If an employee by reason of his/her duties in the District, is required to appear before the State Motor Vehicle Bureau, Department of Education, or any other Federal, State, County, Town or Village agency, the employee shall be granted leave without loss of pay.

## **SECTION IV. – PERSONAL LEAVE**

- A. Effective with the 2020-2021 school year, each member of the bargaining unit shall be entitled to four (4) personal leave days annually. Members are not required to provide a reason for personal leave.

Effective July 1, 1991, seventy-two (72) hour notice for all requests for a personal leave day shall be given to the District, except for unforeseeable emergencies. Employees failure to provide the required notice will result in requests for personal leave being denied.

Fifty (50%) per cent of personal days which are not used during the year are to be added to accumulated sick leave allowance.

- B. Personal leave days shall not be taken on a Friday or Monday, or on the days preceding or following a paid holiday or vacation, except upon the express approval of the Superintendent with the granting of said approval to be at the Superintendent's discretion. In order for the Superintendent to consider a request for personal leave on the days described above, an employee must request such permission on three (3) days' prior written notice to the Superintendent or his designee. The failure to request and obtain such permission shall result in disallowance of entitlement to paid personal leave days on Fridays and Mondays, or the days preceding or following a paid holiday or vacation for a year thereafter.
- C. Effective July 1, 1999, bus drivers shall be permitted to carry-over unused personal leave, not previously converted to sick leave, to the next school year only, for use only during recess periods.
- D. Effective July 1, 2015, at the end of each school year, each bargaining unit member may be compensated for up to two (2) unused personal days at a rate of \$250 per unused day. In the alternative, at the end of each school year, each bargaining unit member may convert up to two (2) unused personal days into sick days.

#### **SECTION V. – *BEREAVEMENT LEAVE***

Effective July 1, 2015, employees shall be permitted three (3) days of leave per death in the immediate family of the employee, contiguous to the date of death. For the purposes of this section, "immediate family" shall be limited to the unit member's parent, parent-in-law, grandparent, grandchild, sister, brother, sister-in-law, brother-in-law, spouse, child, stepchild, or relative living in the household of the employee.

#### **SECTION VI. – *JURY DUTY***

Notice of jury duty must be submitted to the Assistant Superintendent for Business or the designated officer, and the jury fee received by said employee shall be paid to School District and employee shall be compensated for jury time.

**SECTION VII. – SERVICE UNIT MEETING AND VISITATIONS WITHIN OR OUTSIDE THE DISTRICT**

Approval to attend such meetings will be confined to areas of employee's subject or specialty, at the recommendation of the Assistant Superintendent for Business approved by the Board of Education, or its designated representative.

**SECTION VIII. – GRIEVANCE COMMITTEE VISITATIONS DURING WORKING HOURS**

Where urgent circumstances so require, a member of the Service Unit Grievance Committee, on prior authorization of the Assistant Superintendent for Human Resources or such other person as may be designated by the Superintendent on prior notification to unit, provided there is no interference with plant operation, may be allowed to investigate the grievance during working hours.

**SECTION IX. – CONFERENCE LEAVE**

Service Unit President or his/her designee shall be allowed (at Unit's expense) to attend one (1) C.S.E.A. conference per annum not to exceed four (4) days, without loss of pay or leave time. Forty-eight (48) hours prior notice shall be given to the District for such leave.

**SECTION X. – UNUSED SNOW DAYS**

Effective July 1, 2004, custodial unit members who are assigned snow removal as part of their regular duties may have unused snow days, as designated each year by Central Administration, off with pay unless assigned to work on such designated days by supervisors and/or administrators. Such employees who are called in to work on designated unused snow days shall be given a day off with pay to be used during the same school year upon request to, and approval by, their supervisor.

**ARTICLE XIII – MEDICAL EXAMINATION**

**SECTION I. – MEDICAL EXAMINATION**

Medical examination of Service Unit employees required by the School District shall be conducted during school time, when practicable.

## ARTICLE XIV – NOTICE OF ACCUMULATED BENEFITS AND SALARY

### **SECTION I. – ANNUAL PAY AND BENEFIT STATEMENT**

Service Unit employees shall be advised annually, as soon as practicable following completion of agreement with Service Unit, of their rate of pay and accumulated benefits.

### **SECTION II. – FLEX PLAN**

District will implement an I.R.S. Section 125 plan so employees can make pre-tax contributions to pay medical expenses.

## ARTICLE XV – PREGNANCIES

### **SECTION I. – MATERNITY LEAVE**

Permanent Service Unit employees shall, upon written request, be granted up to one (1) year maternity leave and shall be reinstated at the same or comparable step on their return.

## ARTICLE XVI – HOLIDAYS

### **SECTION I. – HOLIDAYS – (Twenty or more hours per week)**

- A. All Service Unit employees, except cafeteria workers, shall be granted sixteen (16) paid holidays per annum to be designated by the Superintendent of Schools during the period from September 1 to June 30 of each year, one (1) of which days shall be taken during Christmas recess on a date to be designated by the Superintendent of Schools. The aforementioned holidays shall include Rosh Hashanah and New Year's Eve. The District may require unit members to work on Rosh Hashanah and New Year's Eve. If they are required to work on either or both of these days, the District will give unit members an option day for each of such days worked.
- B. Twelve (12) month employees shall be entitled to a paid holiday on Independence Day plus one (1) additional paid day, on an optional basis following consultation and agreement with Supervisor.
- C. Ten (10) month employees, employed on the last scheduled work day before and the first scheduled workday after Independence Day shall be entitled to a paid holiday.

- D. Effective July 1, 2000, the aforementioned holidays shall include Holy Thursday but only if the students are not attending school on that day. Furthermore, irrespective of the aforementioned holiday, administration shall have the right to assign a sufficient number of unit members to open the buildings for District staff working on such day and to close the buildings at the close of the business day. Furthermore, in the event of a facilities emergency as determined by administration (i.e., electrical, plumbing and/or boiler problems, inclement weather, etc.) administration shall have the right to call in a sufficient number of unit members to address such emergencies. Employees shall receive their regular wages only, for work on Holy Thursday, unless such work causes them to meet and/or exceed the current overtime requirements in terms of the total hours worked per week (in excess of 40 hours). Employees called in to work on Holy Thursday for the aforementioned reasons shall be given an additional day off with pay to be used during the same school year.
- E. Based upon the above provisions, the number of holidays shall be as follows:
- a. For twelve (12) month employees – sixteen (16) holidays and one option day.
  - b. For ten (10) month employees – thirteen (13) holidays.
- F. Effective July 1, 2015, Christmas Eve shall be designated as one of the sixteen holidays.

## **ARTICLE XVII – PERSONNEL FILES**

### **SECTION I. – EXAMINATION BY EMPLOYEE**

Upon request by the Service Unit employee, he/she shall be permitted to examine his official employment and personnel file, confidential information from sources outside of School District expected. Employees shall be entitled to obtain copies of examinable material at the employee's own cost based on district policy charged under "Sunshine Law."

### **SECTION II. – NUMBER OF FILES**

There shall be only one (1) Service Unit employee personnel file in which the above type of material is filed.

### **SECTION III. – DEROGATORY MATERIAL**

No material derogatory to a non-teaching employee's conduct, service, character, or personality shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such

signature merely signifies that he/she read the material to be filed, and does not necessarily indicate agreement with its content.

#### **SECTION IV. – RIGHT TO REBUTTAL**

The employee shall have the right to answer any material filed, and his answer shall be attached to the file copy.

### **ARTICLE XVIII – ASSOCIATION BUSINESS**

#### **SECTION I. – USE OF DISTRICT FACILITIES**

- A. Permission shall be granted for the use of district facilities for meetings within the policy covering taxpayer use of school facilities. An appropriate application must be filed and approved by the authorizing person.
- B. Services unit shall be provided the use of a room in the High School to conduct unit business if such room is available and not needed for educational purposes. If such room is not so available, the District shall find a room in another District school.

#### **SECTION II. – BULLETIN BOARDS**

At least one (1) bulletin board shall be reserved at an accessible place in each building and/or department, for the exclusive use of the Association for the purpose of posting. Abusive or derogatory material to be excluded. Such material shall deal with proper and legitimate Association business.

#### **SECTION III – BOARD AGENDA**

Two (2) copies of Board Agenda, when practicable, shall be available to Service Unit President on request.

#### **SECTION IV – DISTRICT MAIL SERVICE**

The Service Unit shall have permission to use District's mail service for Association business, so long as such permission is not abused. No correspondence which is disparaging to the character or integrity of School District officers or personnel shall be circulated through District mail service.

#### **SECTION V – DISTRIBUTION OF AGREEMENT**

This Agreement shall be reproduced without cost to the Association, and copies shall be distributed to all members within a reasonable period.

#### **SECTION VI – DAY OPTION OF UNIT PRESIDENT**

The President of the Service Unit shall, upon thirty (30) days written notice to Assistant Superintendent for Business be entitled to shift from other than day shift to day shift within classification and free of seniority.

## **ARTICLE XIX – DUES DEDUCTION**

### **SECTION I. -DISPOSITION OF DUES DEDUCTIONS AND INSURANCE PREMIUMS BY DISTRICT**

- A. C.S.E.A., Inc. shall have exclusive rights to payroll deductions of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, on a payroll period basis. No other organization shall be accorded any payroll privileges without the express consent and written authorization of CSEA, Inc.

CSEA agrees to indemnify and hold the District harmless from any and all claims or liabilities resulting from this amendment to the collective bargaining agreement.

- B. Each member of the Services Unit who desires to authorize payroll deductions for dues or insurance premiums to be paid over to the Civil Service Employees' Association, Inc., shall subscribe written authorization to the District which shall provide in accordance with Article XIX, Section IA, above that the District is saved and held harmless by each authorizing member of the Services Unit for the use and disposition of payroll deductions paid over by the District to said association pursuant to such authorization and that authorizing members agree that said association shall be solely liable for payment of premiums for any insurance for which the District made authorized payment deductions which it transmitted to said association.
- C. The District shall not in any manner be involved or named in any insurance policy for which dues deductions are made, nor shall the District have any obligation to, or be deemed in privity with, any insurance carrier by reason of making such deductions.
- D. The foregoing insurance premium payroll deduction relates to disability insurance and it is understood that the District shall provide one (1) payroll space for same. In the event that the unit requests additional deductions, the District in its discretion may agree to same provided that if the District agrees to further payroll deductions for other insurance, participating employees shall furnish authorization as above provided and all provisions of this article shall be deemed to apply there to.
- E. The District shall furnish, once annually, to the Unit, upon request, Civil Service titles within the Unit and dues deductions roster against same.

- F. Payroll deductions withdrawals may be canceled on thirty (30) days written notice to District's Assistant Superintendent for Business.

## **ARTICLE XX – NEW POSITIONS**

### **SECTION I. – *NEGOTIATION WITH ASSOCIATION***

When titles describing a new position are created, salaries for these positions must be negotiated with Association representative to be effective in the next budget year.

## **ARTICLE XXI – SALARIES**

### **SECTION I. – *SALARY SCHEDULES – 2019-2024***

- A. 2019-20: 1% increase to salary schedule effective July 1, 2019
- B. 2020-21: 1% increase to salary schedule effective July 1, 2020
- C. 2021-22: 1% increase to salary schedule effective July 1, 2021
- D. 2022-23: 1% increase to salary schedule effective July 1, 2022
- E. 2023-24: 1% increase to salary schedule effective July 1, 2023
- F. Beginning July 1, 2021, all members will be placed on Schedule A. For all members currently on Schedule D, they will be moved to the next closest step up within Schedule A and continue their progression through the steps from that new location.
- G. The Salary and Fringe Benefit Schedules for the school year 2019-2024 are hereto annexed and made part hereof as Exhibits "A-1", "A-1a" – Custodian and Maintenance; Exhibit "B-2" – Sr. Stores Clerk, Stores Clerk, Stock Assistant; and Exhibit "C" – Hourly Driver salary schedules; Exhibits "D-1", "D-1a" – Custodian and Maintenance if hired after February 28, 2012.
- H. For new hired employees after February 28, 2012, salary schedule shall consist of steps with monetary values equivalent to fifty (50%) percent of the current contractual salary schedules at each step.

## **ARTICLE XXII – HEALTH AND DENTAL INSURANCE**

### **SECTION I. – *ELIGIBILITY***

- A. Bargaining Unit employees must be regularly assigned to work twenty (20) or more hours per week to be entitled to insurance coverage under this article.

- B. Health and dental insurance coverage provided to part-time employees hired on or after July 1, 1991 shall be prorated.

## **SECTION II. – HEALTH INSURANCE**

- A. 1. It is understood and agreed that in the case of all Service Unit members regularly employed during the 1999-2003 school years, the District shall continue to pay 90% of the cost of enrollment in any of the following State Health Plans: H.I.P. – Empire Core Plus Medical and Psychiatric Enhancements (see note immediately following). It is also hereto agreed upon that in the case of Service Unit members hired after February 28, 2012, the District shall pay 80% of the cost of enrollment in any of the State Health Plans and the employee's contribution will be 20%.
2. NOTE – Employees eligible and receiving Health insurance benefits referred to as Empire Core Plus Plan pursuant to Article XXII of the Collective Bargaining Agreement which expired June 30, 1991, shall during the term of the Collective Bargaining Agreement succeeding said expired agreement, be provided with the anticipated alternative Empire Plan, in accordance with the coverage and conditions thereof when same becomes available, which alternative plan is referred in the question and answer document furnished by the New York State Department of Civil Service together with a cover letter dated September 1, 1998 as 'Core Plus Medical and Psychiatric Enhancements.'
3. Effective July 1, 1991, all Service Unit members shall be entitled to enroll in either the "Empire Core Plus" or "HIP" health plans, provided, however, that the amount of the District's contributions for health insurance coverage shall never exceed that of its contributions for coverage under the "Empire Core Plus" health plan. Any person who was regularly employed on or prior to June 30, 1980 but was excessed thereafter, shall, on recall, be entitled to enroll in the plan held at time of excess.
- Coverage may be for either individual or family plans. During life of this agreement unit herein shall not receive less toward Health Plan than any other unit.
4. Effective July 1, 2015, the District and the Services Unit acknowledge that the New York State Health Insurance Plan Policy Memorandum 122r3, dated May 15, 2012, purports to prohibit health insurance declination payments under certain circumstances delineated therein. The parties further acknowledge that the above-referenced Memorandum has been challenged in the courts of the State of New York. Until the requirements and/or rules changes delineated in the aforementioned

memorandum have been revoked or there is a final adjudication or determination (which is not subject to appeal) that such requirements or rule changes are illegal or invalid by a Court or other governmental, judicial or other agency having jurisdiction and authority over the parties and the subject matter and/or the Employee Benefits Division of the New York State Department of Civil Service, payment to unit members pursuant to this provision shall be capped at \$4,000 per employee per year. In the event that the requirements and/or rules changes delineated in the aforementioned memorandum have been revoked or there is a final adjudication or determination (which is not subject to appeal) that such requirements or rule changes are illegal or invalid by a Court or other governmental, judicial or other agency having jurisdiction and authority over the parties and the subject matter and/or the Employee Benefits Division of the New York State Department of Civil Service, the District and the Services Unit shall negotiate any future stipend paid under this provision. In the event that a Court or other governmental, judicial or other agency having jurisdiction and authority over the parties and the subject matter and/or the Employee Benefits Division of the New York State Department of Civil Service determines that the aforementioned memorandum is valid, the District shall comply with the requirements and/or rule changes delineated in the memorandum and any payment pursuant to this paragraph shall cease.

B. LONG TERM DISABILITY

Effective July 1, 1996, a long term disability plan at an additional cost of no more than \$4,000 per year shall be designated by the Services Unit and implemented by the District.

C. POST RETIREMENT BENEFITS

Post-retirement benefits currently being provided to retired employees shall be continued as follows:

*Health Insurance:*

The District will pay 50% of Individual coverage and 35% of Family coverage of the plan in effective at retirement. The employee's contribution will be deducted from his/her retirement allowance by the New York State Employee's Retirement System.

#### D. EXTENDED HEALTH BENEFIT

1. In the event that an employee, in the course of continued disability or illness entitling such employee to use of sick leave compensation, exhausts his/her sick leave entitlement and goes off payroll, the District shall pay the full premium for medical insurance of the particular medical plan in which such employee is enrolled at the time such illness or disability commenced for a period of three (3) months from date that employee goes off payroll.
2. If the employee is not back on payroll at the end of the three (3) month period set forth in Section C.1., employee may petition the Board of Education for an extension of the premium benefits recited in said Section C.1. for a maximum period of an additional three (3) months. The grant or denial of such petition shall be at the sole discretion of the Board of Education and shall not be grievable either by the petitioning employee or the representative of the bargaining unit. (Union)
3. The premium benefits set forth in C.1. above, and, if granted, C.1. shall be subject to and contingent upon full cooperation of the affected employee in providing all information, including without limitation medical reports and hospital reports, and, if necessary, medical examinations, which the district may require to obtain a waiver of premium from the provider of such medical insurance.
4. SHARING OF SCHOOL DISTRICT'S PREMIUM COST OF HEALTH INSURANCE UPON EMPLOYEE WAIVER OF COVERAGE

During the term of this agreement a unit employee who is employed by the Bethpage Union Free School District may elect to waive the District Health Plan Coverage (either Individual or Family) in force thereunder as of said date, whereby such electing employee shall be entitled to receive in two (2) semi-annual installments (January 1 and June 30) fifty (50%) percent of the premium monies actually saved by the District. (i.e. fifty [50%] percent of the District's portion of the premium). An election to withdraw from the Health Plan and waive the coverage provided as of the above date shall be made and subscribed on or before March 1, of any year, on forms and in the manner prescribed by the District, and such withdrawal and waiver of coverage shall take effect on July 1 of the ensuing school year. The District's portion of such premium to be shared with the employee shall be determined as of the first effective date of the withdrawal and waiver (i.e., July 1 next following written election of withdrawal and waiver of coverage). The availability of said withdrawal and waiver of coverage with a resulting savings and sharing of

District's premium costs and subsequent right of re-entry after such withdrawal shall be subject to requirements of the insurer and the insuring contract and/or any relevant law or rules and regulations of any governmental agency having the force of law; it is further understood that such withdrawal/waiver shall not occur or continue if it prevents compliance with insurers' requirements as to the percentage and/or number of unit participants for District continuation or renewal of participation in the affected Health Plan. Any person hired after October 12, 1988 irrespective of the coverage selected at the time of hire (Individual or Family) who thereafter elects to withdraw from enrollment in the District Health Plan and waive coverage thereunder shall be entitled to a fifty (50%) percent share of the District's savings based on the District's portion of premium which is applicable only to Individual Coverage.

### **SECTION III. – DENTAL INSURANCE PLAN**

- A. Commencing with July 1, 1991, and thereafter, the District's contribution per employee to the existing Dental Plan shall be limited to \$18.74 per month for single enrollment and any premium costs exceeding \$18.74 per month shall be paid by payroll deduction from each employee participating in said plan on single enrollment basis.
- B. Commencing with July 1, 1991, and thereafter, the District's contribution to the existing Dental Plan shall be limited to \$55.13 per month per employee for family enrollment and any premium cost exceeding \$55.13 per month shall be paid by payroll deduction from each employee participating in said plan on family enrollment basis.
- C. Services Unit shall be provided with an opportunity to make recommendations to the District for changes in said Dental Plan by submitting a different plan available through District's broker if possible, for purpose of effectuating economies in premium cost, provided that any change of plan must be made in conjunction with other units involved in said plan; provided further that such change shall be subject to and shall conform with times or dates that do not conflict with existing contracts or result in redundant premium costs payable to existing carrier because of plan change or because of change of carriers.

### **SECTION IV. – OPTICAL BENEFIT**

Unit members shall receive reimbursement in the total sum of \$150.00 from the District each year for the purchase of eyeglasses or contact lenses for the employee. Such reimbursement shall only occur upon presentation by the employee of a properly completed and executed voucher and receipt for such a purchase in a form acceptable to the Assistant Superintendent for Business.

## **ARTICLE XXIII – RETIREMENT OR DEATH BENEFITS**

*(Redemption of Unused Accumulated Sick Leave on Retirement or Death Limited to Employees who are employed Twenty (20) hours per week or more)*

### **A. REDEMPTION OF SICK DAYS UPON RETIREMENT**

#### **1. ELIGIBILITY**

- a. Only Service Unit members employed twenty (20) hours or more per week shall be entitled to the benefits of this Article XXIII.
  - b. Effective July 1, 1986, a Service Unit member who is or becomes eligible to retire and to receive retirement benefits under the New York State Retirement System and who submits a retirement resignation to the District to take effect within thirty (30) days of the effective date of retirement under the New York State Retirement System with proof to the District that such retirement has been granted under the Retirement System shall be entitled to receive the sick day monetary redemption allowable up to a maximum accumulation of two-hundred fifty (250) days for monetary redemption as set forth in Article XXIII, 3(a), (b) 1(b) 2; 3(c), (d).
  - c. Notwithstanding the foregoing provisions (Article XXIII, A.1.a. and b.) no employee shall be eligible for any retirement or death benefits (redemption of unused accumulated sick leave on retirement or death) under this article pursuant to Section A.1.b above unless such employee has not less than seventy-five (75) accumulated and unused sick days as of the last date of service as an employee of the school district.
2. Effective July 1, 1988 any employee eligible to retire and receive benefits under the New York State Retirement System who upon retirement or death after said date has less than seventy-five (75) days of accumulated and unused sick leave but has accumulated and has unused sick leave days of fifty (50) or more, shall be entitled to sick leave redemption for the number of such sick leave days accumulated and unused of between fifty (50) and seventy-four (74) days. (Maximum sick leave redemption days for employees with less than seventy-five (75) but not less than fifty (50) accumulated and unused sick days is twenty-four (24) days) provided that such employee shall comply with the same notice and proof of retirement provided in Section A.1.b. above.

#### **3. REDEMPTION RATE**

- a. Full time Service Unit members, i.e., regularly employed forty (40) hours per week, who are eligible and who qualify for sick day monetary redemption pursuant to Article XXIII A (a and b) above set forth shall be entitled to cash monetary redemption of accumulated sick days as per the following schedule:  
Effective July 1, 2015, the cash monetary redemption for accumulated sick days shall be as follows:

*51 to 250 Accumulated Sick Days \$100.00/per day*

This memorandum of agreement shall serve to memorialize the District's practice that payment for accumulated sick days is only made in the event that there is an accrued total of 51-250 accumulated days.

Effective July 1, 2015, the District shall provide an opportunity for unit members to participate in a Deferred Compensation Plan for contributions by unit members pursuant to Section 403(b) of the Internal Revenue Code. Any and all payments made pursuant to the cash monetary redemption for accumulated sick days shall be paid into this plan. The District's sole liability pursuant to this provision shall be limited to gross negligence in failing to make appropriate contributions as directed by the employees in accordance with the provisions of statute and the rules of the provider. Unit members shall bear all risks and fees associated with participation in the Deferred Compensation Plan. Unit members waive any and all claims against the District that they may have with respect to the Deferred Compensation Plan. The provision for contributions by unit members pursuant to Section 457 of the Internal Revenue Code shall not be subject to Civil Service Law Section 209-a(1)(e).

For purposes of sick day monetary redemption employees whose effective retirement resignation date occurs at a time other than June of any school year shall be credited with one (1) sick day for every month that they were regularly employed since the June 30 next preceding the effective day of their retirement resignation from the District.

- b. 1. Part-time Service Unit members, i.e., those regularly employed less than forty (40) hours per week who are eligible and qualify for sick day monetary redemption pursuant to Article XXIII A, 1, (a) and (b) shall receive a prorated benefit on the Schedule provided above (Article XXIII, A-2-a.) as follows:

<u>Persons employed</u>	<u>Receive Amount</u>
<i>20 hours per week .....</i>	<i>50.0% of scheduled amount</i>

<i>25 hours per week</i> .....	<i>62.5% of scheduled amount</i>
<i>30 hours per week</i> .....	<i>75.0% of scheduled amount</i>
<i>35 hours per week</i> .....	<i>87.5% of scheduled amount</i>

Any part-time under member regularly employed more than twenty (20) hours but less than twenty-five (25) hours per week or more than twenty-five (25) but less than thirty (30) hours per week, etc., shall have his or her regularly worked hours per week between 20-25, 25-30, 30-35, 35-40 credited at the same rate as the part-time percentages about set forth.

2. In the event of a change of regular work week schedule occurring at the beginning of any work year, i.e., full-time to part-time or part-time to full-time service unit members shall be provided with a statement showing the number of sick days accumulated under the schedule worked before such change and the hours per week worked under such prior schedule in order to determine the value of sick days accumulated prior to the change of regular work week schedule. For purposes of this Article XXIII only if any regular work schedule is changed during a school year, hourly work weeks during the year when such change occurs shall be averaged as of June 30 following the change in order to determine the value of sick days accumulated during said year.

*Example: Full time employee changed to half-time in mid-year of employee's work year (eight (8) hours to four (4) hours per day or forty (40) hours to twenty (20) hours per week) who works for the full year. Employee in such year shall be credited with six (6) hours per day or thirty (30) hours per week for such year. Regular work schedule as used herein shall not include overtime assignments or temporary schedules that do not continue in excess of two (2) calendar months of any work year.*

- c. The accumulations of sick days establishing employees' eligibility for purposes of monetary redemption under this article shall be reckoned on the basis of the employee's regular work schedule at the time of accumulation so that any employee, for example, that accumulates sixty (60) days as a twenty (20) hour per week employee and thirty (30) days as a full time forty (40) hour per week employee shall be credited with ninety (90) days of accumulated sick days albeit that the sixty (60) days accumulated under the twenty (20) hour per week work schedule shall be redeemable at 50% of the scheduled amount shown under

Section A.3. (above) and thirty (30) days shall be redeemable at 100% of said scheduled amount.

- d. The fact that two (2) part-time (four (4) hours per day) sick day accumulations are required to provide sick pay for one (1) full day's absence on a full-time (eight (8) hours per day) schedule, shall not reduce sick day accumulations that employee achieved while employed under a part-time schedule in determining eligibility under Article XXII, Subsection A(a), nor in like manner shall the fact that each sick day accumulated while any employee works full-time (eight (8) hours per day) providing compensation for two (2) days of absence if such an employee's regular work day schedule is changed from eight (8) hours per day to four (4) hours per day, serve to increase the number of days accumulated in establishing eligibility under said Article XXIII, Subsection A(1).

#### B. REDEMPTION ON DEATH OF EMPLOYEE

1. In the event that any Service Unit member eligible to receive monetary redemption of sick days under Article XXIII, A.1, A dies prior to retirement his/her estate shall be entitled to receive monetary redemption of all accumulated sick days to the same extent as if such employee had duly submitted a retirement resignation one (1) day prior to his death in accordance with Article XXIII A, 1.(b) and (c). In like manner on or after July 1, 1988 any employee entitled to the accumulated sick leave retirement benefit provided under A.2. (between 50 to 74 days) who dies prior to retirement shall be deemed to have submitted a retirement resignation one (1) day prior to his/her death.
2. In the event that no estate is established for an employee entitled to this benefit for a period of one (1) year after death or, if the District is satisfied that there is no estate administrable thru the Surrogate Court, District may upon receipt of affidavits or other proof satisfactory to the District pay over the full amount of the benefit herein to employee's spouse in the first instance, thereafter to the next of kin pursuant to the Laws of Distribution of the State of New York, made and provided for in the case of Intestacy.

Any payment made by the District pursuant to affidavits and/or other reasonable proof shall relieve the District of any further liability hereunder, so long as the District makes such payments in good faith. Benefits hereunder, for which no written claim has been made within two (2) years of employee's death shall lapse, without any future liability to the District.

3. No interest shall be payable on the death benefit provided herein, unless the District fails or refuses without reasonable cause to pay same within ninety (90) days of duly verified notice of claim received within two (2) years of employee's death. Delay result from District's desire to obtain satisfactory proof of claimant's rights to payment shall constitute reasonable cause.

## **ARTICLE XXIV – SEVERANCE PAY IN EVENT OF STAFF REDUCTION**

### **SECTION I.**

Each member of the Services Unit employed at least one (1) year shall be entitled to accumulate a severance day bank per year equal to the number of unused personal leave days per year to a maximum of thirty-five (35) days. It is understood and agreed by the parties that only personal days not used subsequent to June 30, 1991 can be credited toward the new maximum. When an employee's severance bank is full as delineated above, fifty (50%) percent of unused personal leave shall be converted to sick leave.

### **SECTION II.**

Any Unit employee terminated due to work force reduction shall be entitled to compensation equal to the number of accumulated days pursuant to Article XXIV Section I above at the last rate of pay adjusted to per diem.

### **SECTION III.**

The personal leave days accumulated pursuant to Article XXIV, Section I., above shall not reduce the number of conversion days from unused personal leave days to sick leave days as provided in Article XII, Section IV., of this Agreement.

## **ARTICLE XXV – SCOPE OF OBLIGATION TO BARGAIN**

### **SECTION I.**

The parties recognize that this agreement is the result of full negotiations between them and is intended to be in full settlement of all issues respecting salaries, hours, and other terms and conditions of employment, and all other matters which are the subject of professional negotiation. Therefore, each of the parties, for the life of this Agreement, agrees that the other shall not be obligated to negotiate collectively with respect to any issue of salaries, hours, or other terms and conditions of employment not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

## **ARTICLE XXVI – CONFORMITY TO LAW – SAVINGS CLAUSE**

### **SECTION I.**

If any provision of this agreement is, or shall hereafter be declared by competent judicial or administrative authority to be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and a substitute provision shall be the subject of appropriate consultation and negotiation between the Board and the C.S.E.A. In the event of non-agreement the District shall have the option to redeem the illegal benefit in cash to each affected employee for balance of contract period.

### **SECTION II.**

Anything hereinbefore to the contrary notwithstanding any provisions of this agreement relating to lay-offs and re-hirings are subject to the requirement of the Civil Service law and in the event that any of the said provisions cannot lawfully be implemented, the district shall have no obligations to any affected employee by reason of the provision of this agreement.

## **ARTICLE XXVII – GRIEVANCE PROCEDURE**

### **SECTION I.**

Should any employee have a grievance or dispute arising from Collective Bargaining Agreement between the Civil Service Employees Association and the District as to the meaning, application, performance or operation of any provision of this Agreement, such grievance or dispute shall be first informally discussed between the member, the Assistant Superintendent for Business or his designee and C.S.E.A. representative when requested by employee. In the event that such grievance or dispute cannot be informally resolved employee shall proceed as follows:

- A. Any employee aggrieved with relation to his/her work, may present his/her grievance in writing to the Assistant Superintendent for Human Resources or his designee. A written reply shall be given by the Assistant Superintendent for Human Resources indicating what action if any, will be taken with respect to the grievance; such reply shall be given within ten (10) working days of the date of presentation of the grievance.
- B. If the employee is dissatisfied with the action taken by the Assistant Superintendent for Human Resources with respect to his/her grievance, such employee shall present his/her

grievance in writing to the Superintendent of Schools within fifteen (15) days of the date that the Assistant Superintendent for Human Resources reply to grievance was given. The Superintendent of Schools shall thereupon submit his/her reply in writing within ten (10) days of the date of submission of the written grievance to him/her.

- C. If an employee is still not satisfied with the decision, the full complaint may be submitted within fifteen (15) calendar days of the Superintendent's reply to the American Arbitration Association for an advisory non-binding determination pursuant to the rules and regulations of said association. Cost of Advisory Arbitration shall be paid evenly by the parties.
- D. All grievances and disputes referred to in Section I, must be initiated under the above procedure within thirty (30) calendar days of the alleged contract violation and/or from the date the grievant should have known of the alleged violation, whichever is earlier.
- E. Board of Education shall review the advisory determination and shall accept or reject within thirty (30) days the said A.A.A. determination unless upon written explanation to grievant, with copy to local C.S.E.A. representative, the Board advises that additional time is required for proper determination.

## **ARTICLE XXVIII -** **NOTICES FROM DISTRICT TO C.S.E.A. (Services Unit)**

### **SECTION I. - NOTICES BY MAIL**

- A. Any notices under this contract which are submitted by mail shall be deemed received two (2) days after the date of the postmark.
- B. Notices to the District shall be addressed to Superintendent of Schools at Bethpage Union Free School District, Administration Building, Cherry and Stewart Avenues, Bethpage, New York 11714.
- C. Notices to the Association shall be addressed to the President of the Association Services Unit, at last recorded address shown in District employee and payroll records.

NOTE: Association shall notify district by certified mail (return receipt requested) of any change of President of Association Services Unit and mailing address. In the absence of such notification, notices to last known president at last known address shall be deemed duly given.

### **SECTION II. - NOTICE TO INDIVIDUAL**

Any notice given to any individual pursuant to this agreement shall be addressed to such individual at his/her last known address in the District's records. A notice so

addressed shall be deemed duly given unless the person in question has notified the District by certified mail (return receipt requested) of a new address.

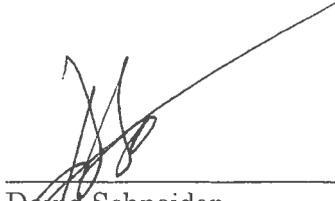
**ARTICLE XXIX – STATUTORY PROVISIONS**

**SECTION I.**

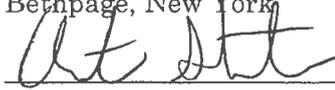
It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendments of law, or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Dated: 6/30/22  
Bethpage, NY

Dated: 6/30/22

  
\_\_\_\_\_  
David Schneider  
Superintendent of Schools  
Bethpage UFSD  
Bethpage, New York

Dated: 6/30/22

  
\_\_\_\_\_  
President  
Service Unit of CSEA, Inc.  
Local 1000, AFSCME AFL-CIO

Dated: 6/30/22

  
\_\_\_\_\_  
Michael Kelly  
President  
Board of Education  
Bethpage UFSD  
Bethpage, New York

\_\_\_\_\_

  
\_\_\_\_\_  
CSEA Labor Relations Specialist

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

**CUSTODIAL SALARY SCHEDULE - SCHEDULE "A"**  
Effective July 1, 2019 - June 30, 2020

Salary Steps	Head Cust III	Head Cust II	Head Cust I	Supvr	Assistant	Custodian	Cleaner
	Sr. HS	JFK	Elem	Groundskeeper	Head Custodian	Groundskeeper	
1	\$65,646	\$62,944	\$59,771	\$58,439	\$54,371	\$52,119	\$47,821
2	\$67,454	\$64,745	\$61,585	\$60,230	\$56,178	\$53,933	\$49,628
3	\$69,261	\$66,440	\$63,381	\$62,032	\$57,966	\$55,723	\$51,438
4	\$71,506	\$68,793	\$65,632	\$64,285	\$60,230	\$57,966	\$53,221
5	\$73,311	\$70,602	\$67,446	\$66,087	\$62,033	\$59,771	\$55,044
6	\$75,124	\$72,407	\$69,258	\$67,171	\$63,841	\$61,585	\$56,850
7	\$77,363	\$74,673	\$71,499	\$70,157	\$66,082	\$63,841	\$58,648
8	\$79,182	\$76,476	\$73,308	\$71,966	\$67,897	\$65,642	\$60,455
9	\$80,989	\$78,285	\$75,121	\$73,759	\$69,703	\$67,446	\$62,268

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

**CUSTODIAL SALARY SCHEDULE - SCHEDULE "A"**  
Effective July 1, 2019 - June 30, 2020

Salary Steps	Maintenance Supervisor I	Motor Repair Supervisor	Sr. Maintainer Auto Mechanic Swim Pool Supvr.	Pool Operator Maintainer	A.V. Technician
1	\$67,078	\$64,247	\$59,591	\$54,360	\$57,966
2	\$68,924	\$66,135	\$61,456	\$56,178	\$59,771
3	\$70,783	\$67,999	\$63,328	\$57,966	\$61,587
4	\$73,124	\$70,333	\$65,646	\$60,230	\$63,841
5	\$74,995	\$72,205	\$67,519	\$62,033	\$65,642
6	\$76,863	\$74,057	\$69,400	\$63,841	\$67,446
7	\$79,209	\$76,389	\$71,716	\$66,082	\$69,252
8	\$81,078	\$78,281	\$73,602	\$67,897	\$71,058
9	\$82,937	\$80,154	\$75,481	\$69,703	\$73,415

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

**DISTRICT STORES SALARY SCHEDULE - SCHEDULE "B"**  
Effective July 1, 2019 - June 30, 2020

Salary Steps	Senior Stores Clerk	Stores Clerk	Stock Assistant
1	\$58,803		
2	\$60,542		
3	\$62,340		
4	\$64,596		
5	\$66,402		
6	\$68,191		
7	\$70,453		
8	\$72,263		
9	\$74,071		

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

**CUSTODIAL SALARY SCHEDULE - SCHEDULE "D"**

50% Step, if Hired after February 28, 2012  
Effective July 1, 2019 - June 30, 2020

Salary Steps	Maintenance Supervisor I	Motor		Sr. Maintainer		Pool Operator Maintainer	A.V. Technician
		Repair Supervisor	Swim Pool Supvr.	Auto Mechanic			
1	\$67,078	\$64,247	\$59,591	\$54,360	\$57,966		
2	\$68,001	\$65,190	\$60,523	\$55,269	\$58,868		
3	\$68,929	\$66,124	\$61,460	\$56,163	\$59,776		
4	\$70,100	\$67,291	\$62,619	\$57,295	\$60,903		
5	\$71,036	\$68,227	\$63,555	\$58,197	\$61,804		
6	\$71,971	\$69,151	\$64,495	\$59,101	\$62,705		
7	\$73,143	\$70,317	\$65,654	\$60,221	\$63,610		
8	\$74,077	\$71,263	\$66,597	\$61,129	\$64,512		
9	\$75,008	\$72,200	\$67,536	\$62,032	\$65,690		

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

**DISTRICT STORES SALARY SCHEDULE - SCHEDULE "E"**  
50% Step, if Hired after February 28, 2012  
Effective July 1, 2019 - June 30, 2020

Salary Steps	Senior Stores Clerk	Stores Clerk	Stock Assistant
1	\$58,803		
2	\$59,672		
3	\$60,571		
4	\$61,699		
5	\$62,603		
6	\$63,498		
7	\$64,628		
8	\$65,533		
9	\$66,438		

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

**CUSTODIAL SALARY SCHEDULE - SCHEDULE "A"**  
Effective July 1, 2020 - June 30, 2021

Salary Steps	Head	Head	Head	Head	Supvr	Assistant	Custodian	Custodian	Cleaner
	Cust III Sr. HS	Cust II JFK	Cust I Elem	Cust I Elem	Groundskeeper	Head Custodian	Groundskeeper	Groundskeeper	
1	\$66,302	\$63,573	\$60,369	\$60,369	\$59,023	\$54,915	\$52,640	\$52,640	\$48,299
2	\$68,129	\$65,392	\$62,201	\$62,201	\$60,832	\$56,740	\$54,472	\$54,472	\$50,124
3	\$69,954	\$67,104	\$64,015	\$64,015	\$62,652	\$58,546	\$56,280	\$56,280	\$51,952
4	\$72,221	\$69,481	\$66,288	\$66,288	\$64,928	\$60,832	\$58,546	\$58,546	\$53,753
5	\$74,044	\$71,308	\$68,120	\$68,120	\$66,748	\$62,653	\$60,369	\$60,369	\$55,594
6	\$75,875	\$73,131	\$69,951	\$69,951	\$67,843	\$64,479	\$62,201	\$62,201	\$57,419
7	\$78,137	\$75,420	\$72,214	\$72,214	\$70,859	\$66,743	\$64,479	\$64,479	\$59,234
8	\$79,974	\$77,241	\$74,041	\$74,041	\$72,686	\$68,576	\$66,298	\$66,298	\$61,060
9	\$81,799	\$79,068	\$75,872	\$75,872	\$74,497	\$70,400	\$68,120	\$68,120	\$62,891

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

**CUSTODIAL SALARY SCHEDULE - SCHEDULE "A"**  
Effective July 1, 2020 - June 30, 2021

Salary Steps	Maintenance Supervisor I	Motor Repair Supervisor	Sr. Maintainer Auto Mechanic Swim Pool Supvr.	Pool Operator Maintainer	A.V. Technician
1	\$67,749	\$64,889	\$60,187	\$54,904	\$58,546
2	\$69,613	\$66,796	\$62,071	\$56,740	\$60,369
3	\$71,491	\$68,679	\$63,961	\$58,546	\$62,203
4	\$73,855	\$71,036	\$66,302	\$60,882	\$64,479
5	\$75,745	\$72,927	\$68,194	\$62,653	\$66,298
6	\$77,632	\$74,798	\$70,094	\$64,479	\$68,120
7	\$80,001	\$77,153	\$72,433	\$66,743	\$69,945
8	\$81,889	\$79,064	\$74,338	\$68,576	\$71,769
9	\$83,766	\$80,956	\$76,236	\$70,400	\$74,149

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

BETHPAGE UNION FREE SCHOOL DISTRICT  
Bethpage, New York

DISTRICT STORES SALARY SCHEDULE - SCHEDULE "B"  
Effective July 1, 2020 - June 30, 2021

Salary Steps	Senior		Stock	
	Stores Clerk	Stores Clerk	Assistant	Assistant
1	\$59,391			
2	\$61,147			
3	\$62,963			
4	\$65,242			
5	\$67,066			
6	\$68,873			
7	\$71,158			
8	\$72,986			
9	\$74,812			

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

**CUSTODIAL SALARY SCHEDULE - SCHEDULE "D"**

50% Step, if Hired after February 28, 2012  
Effective July 1, 2020 - June 30, 2021

Salary Steps	Maintenance Supervisor I	Motor Repair Supervisor	Sr. Maintainer		Pool Operator Maintainer	A.V. Technician
			Auto Mechanic	Swim Pool Supvr.		
1	\$67,749	\$64,889	\$60,187		\$54,904	\$58,546
2	\$68,681	\$65,842	\$61,128		\$55,822	\$59,457
3	\$69,618	\$66,785	\$62,075		\$56,725	\$60,374
4	\$70,801	\$67,964	\$63,245		\$57,868	\$61,512
5	\$71,746	\$68,909	\$64,191		\$58,779	\$62,422
6	\$72,691	\$69,843	\$65,140		\$59,692	\$63,332
7	\$73,874	\$71,020	\$66,311		\$60,823	\$64,246
8	\$74,818	\$71,976	\$67,263		\$61,740	\$65,157
9	\$75,758	\$72,922	\$68,211		\$62,652	\$66,347

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

**DISTRICT STORES SALARY SCHEDULE - SCHEDULE "E"**  
50% Step, if Hired after February 28, 2012  
Effective July 1, 2020 - June 30, 2021

Salary Steps	Senior Stores Clerk	Stores Clerk	Stock Assistant
1	\$59,391		
2	\$60,269		
3	\$61,177		
4	\$62,316		
5	\$63,229		
6	\$64,133		
7	\$65,274		
8	\$66,188		
9	\$67,102		

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
 Bethpage, New York

**CUSTODIAL SALARY SCHEDULE - SCHEDULE "A"**  
 Effective July 1, 2021 - June 30, 2022

Salary Steps	Head	Head	Head	Head	Supvr	Assistant	Custodian	Custodian	Cleaner
	Cust III Sr. HS	Cust II JFK	Cust I Elem	Elem	Groundskeeper	Head	Groundskeeper	Groundskeeper	
1	\$66,965	\$64,209	\$60,973	\$59,613	\$55,464	\$53,166	\$48,782		
2	\$68,810	\$66,046	\$62,823	\$61,440	\$57,307	\$55,017	\$50,625		
3	\$70,654	\$67,775	\$64,655	\$63,279	\$59,131	\$56,843	\$52,472		
4	\$72,943	\$70,176	\$66,951	\$65,577	\$61,440	\$59,131	\$54,291		
5	\$74,784	\$72,021	\$68,801	\$67,415	\$63,280	\$60,973	\$56,150		
6	\$76,634	\$73,862	\$70,651	\$68,521	\$65,124	\$62,823	\$57,993		
7	\$78,918	\$76,174	\$72,986	\$71,568	\$67,410	\$65,124	\$59,826		
8	\$80,774	\$78,013	\$74,781	\$73,413	\$69,262	\$66,961	\$61,671		
9	\$82,617	\$79,859	\$76,631	\$75,242	\$71,104	\$68,801	\$63,520		

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

**CUSTODIAL SALARY SCHEDULE - SCHEDULE "A"**  
Effective July 1, 2021 - June 30, 2022

Salary Steps	Maintenance Supervisor I	Motor Repair Supervisor	Sr. Maintainer Auto Mechanic Swim Pool Supvr.	Pool Operator Maintainer	A.V. Technician
1	\$68,426	\$65,538	\$60,789	\$55,453	\$59,131
2	\$70,309	\$67,464	\$62,692	\$57,307	\$60,973
3	\$72,206	\$69,366	\$64,601	\$59,131	\$62,825
4	\$74,594	\$71,746	\$66,965	\$61,440	\$65,124
5	\$76,502	\$73,656	\$68,876	\$63,280	\$66,961
6	\$78,408	\$75,546	\$70,795	\$65,124	\$68,801
7	\$80,801	\$77,925	\$73,157	\$67,410	\$70,644
8	\$82,708	\$79,855	\$75,081	\$69,262	\$72,487
9	\$84,604	\$81,766	\$76,998	\$71,104	\$74,890

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

BETHPAGE UNION FREE SCHOOL DISTRICT  
Bethpage, New York

DISTRICT STORES SALARY SCHEDULE - SCHEDULE "B"  
Effective July 1, 2021 - June 30, 2022

Salary Steps	Senior		Stock Assistant
	Stores Clerk	Stores Clerk	
1	\$59,985		
2	\$61,758		
3	\$63,593		
4	\$65,894		
5	\$67,737		
6	\$69,562		
7	\$71,870		
8	\$73,716		
9	\$75,560		

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

**CUSTODIAL SALARY SCHEDULE - SCHEDULE "A"**  
Effective July 1, 2022 - June 30, 2023

Salary Steps	Head	Head	Head	Supvr	Assistant	Custodian	Custodian	Cleaner
	Cust III Sr. HS	Cust II JFK	Cust I Elem	Groundskeeper	Head Custodian	Groundskeeper	Groundskeeper	
1	\$67,635	\$64,851	\$61,583	\$60,209	\$56,019	\$53,698	\$49,270	
2	\$69,498	\$66,706	\$63,451	\$62,054	\$57,880	\$55,567	\$51,131	
3	\$71,361	\$68,453	\$65,302	\$63,912	\$59,722	\$57,411	\$52,997	
4	\$73,672	\$70,878	\$67,621	\$66,233	\$62,054	\$59,722	\$54,834	
5	\$75,532	\$72,741	\$69,489	\$68,089	\$63,913	\$61,588	\$56,712	
6	\$77,400	\$74,601	\$71,358	\$69,206	\$65,775	\$63,451	\$58,573	
7	\$79,707	\$76,936	\$73,665	\$72,284	\$68,084	\$65,775	\$60,424	
8	\$81,582	\$78,793	\$75,529	\$74,147	\$69,955	\$67,631	\$62,288	
9	\$83,443	\$80,658	\$77,397	\$75,994	\$71,815	\$69,489	\$64,155	

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

**CUSTODIAL SALARY SCHEDULE - SCHEDULE "A"**  
Effective July 1, 2022 - June 30, 2023

Salary Steps	Maintenance Supervisor I	Motor Repair Supervisor	Sr. Maintainer Auto Mechanic Swim Pool Supvr.	Pool Operator Maintainer	A.V. Technician
1	\$69,110	\$66,193	\$61,397	\$56,008	\$59,722
2	\$71,012	\$68,139	\$63,319	\$57,880	\$61,583
3	\$72,928	\$70,060	\$65,247	\$59,722	\$63,453
4	\$75,340	\$72,463	\$67,635	\$62,054	\$65,775
5	\$77,267	\$74,393	\$69,565	\$63,913	\$67,631
6	\$79,192	\$76,301	\$71,503	\$65,775	\$69,489
7	\$81,609	\$78,704	\$73,889	\$68,084	\$71,350
8	\$83,535	\$80,654	\$75,832	\$69,955	\$73,212
9	\$85,450	\$82,584	\$77,768	\$71,815	\$75,639

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

**DISTRICT STORES SALARY SCHEDULE - SCHEDULE "B"**  
Effective July 1, 2022 - June 30, 2023

Salary Steps	Senior Stores Clerk	Stores Clerk	Stock Assistant
1	\$60,585		
2	\$62,376		
3	\$64,229		
4	\$66,553		
5	\$68,414		
6	\$70,258		
7	\$72,589		
8	\$74,453		
9	\$76,316		

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

**CUSTODIAL SALARY SCHEDULE - SCHEDULE "A"**  
Effective July 1, 2023 - June 30, 2024

Salary Steps	Head	Head	Head	Head	Supvr	Assistant	Custodian	Cleaner
	Cust III Sr. HS	Cust II JFK	Cust I Elem	Groundskeeper	Head Custodian	Groundskeeper	Groundskeeper	
1	\$68,311	\$65,500	\$62,199	\$60,811	\$56,579	\$54,235	\$49,763	
2	\$70,193	\$67,373	\$64,086	\$62,675	\$58,459	\$56,123	\$51,642	
3	\$72,075	\$69,138	\$65,955	\$64,551	\$60,319	\$57,985	\$53,527	
4	\$74,409	\$71,587	\$68,297	\$66,895	\$62,675	\$60,319	\$55,382	
5	\$76,287	\$73,468	\$70,184	\$68,770	\$64,552	\$62,199	\$57,279	
6	\$78,174	\$75,347	\$72,072	\$69,898	\$66,433	\$64,086	\$59,159	
7	\$80,504	\$77,705	\$74,402	\$73,007	\$68,765	\$66,433	\$61,028	
8	\$82,398	\$79,581	\$76,284	\$74,888	\$70,655	\$68,307	\$62,911	
9	\$84,277	\$81,465	\$78,171	\$76,754	\$72,533	\$70,184	\$64,797	

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

**CUSTODIAL SALARY SCHEDULE - SCHEDULE "A"**  
Effective July 1, 2023 - June 30, 2024

Salary Steps	Maintenance Supervisor I	Motor Repair Supervisor	Sr. Maintainer		Pool Operator Maintainer	A. V. Technician
			Auto Mechanic	Swim Pool Supvr.		
1	\$69,801	\$66,855	\$62,011		\$56,568	\$60,319
2	\$71,722	\$68,820	\$63,952		\$58,459	\$62,199
3	\$73,657	\$70,761	\$65,899		\$60,319	\$64,088
4	\$76,093	\$73,188	\$68,311		\$62,675	\$66,433
5	\$78,040	\$75,137	\$70,261		\$64,552	\$68,307
6	\$79,984	\$77,064	\$72,218		\$66,433	\$70,184
7	\$82,425	\$79,491	\$74,628		\$68,765	\$72,064
8	\$84,370	\$81,461	\$76,590		\$70,655	\$73,944
9	\$86,305	\$83,410	\$78,546		\$72,533	\$76,395

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**BETHPAGE UNION FREE SCHOOL DISTRICT**  
Bethpage, New York

**DISTRICT STORES SALARY SCHEDULE - SCHEDULE "B"**  
Effective July 1, 2023 - June 30, 2024

Salary Steps	Senior		Stock	
	Stores Clerk	Stores Clerk	Stores Clerk	Assistant
1	\$61,191			
2	\$63,000			
3	\$64,871			
4	\$67,219			
5	\$69,098			
6	\$70,961			
7	\$73,315			
8	\$75,198			
9	\$77,079			

Longevity: \$700 after completion of 10 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 12 years of continuous District Service on salaried basis;  
 Additional \$1,000 after completion of 15 years of continuous District Service on salaried basis;  
 Additional \$775 after completion of 20 years of continuous District Service on salaried basis;  
 Additional \$700 after completion of 30 years of continuous District Service on salaried basis;

**SCHEDULE "C-2"**

BETHPAGE SCHOOLS  
BETHPAGE UNION FREE SCHOOL DISTRICT  
Bethpage, New York

**VACATIONS**  
**12-Month Employees**

- 2 Weeks After one (1) year continuous service in District
- 3 Weeks After five (5) years continuous service in District
- 4 Weeks After ten (10) years continuous service in District

Vacation entitlement for a fiscal year shall be determined as follows: Service time shall be based on full-time, continuous employment in the District. Annual vacation entitlement shall be in accordance with the following schedule:

	<b>Maximum Days</b>
(a) completed less than 5 years of service June 30	10
(b) completed 5 years but less than 10 years of service by June 30	15
(c) completed more than 10 years of service by June 30	20

**NOTE: TEN-MONTH EMPLOYEES**

Ten-month employees (cafeteria personnel, bus drivers) are not entitled to a vacation in view of fact that their scheduled work year now generally conforms to school calendar year except as otherwise stipulated in Article III hereof.

