
AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**VALLEY STREAM UNION FREE
SCHOOL DISTRICT #30**

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



Valley Stream UFSD Custodial, Grounds & Maintenance Unit #7608-00
Nassau County Educational Local 865

July 1, 2022 - June 30, 2026

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AGREEMENT made as of this ___ day of _____, 2023 by and between BOARD OF EDUCATION, Valley Stream U.F.S.D. 30, Valley Stream, New York 11580-3056 (herein called the "Board" or "District") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, Inc., Local 1000, AFSCME, AFL-CIO Valley Stream Schools Custodial, Grounds and Maintenance Unit (herein called "CSEA" or the "Union"), and effective July 1, 2022.

WHEREAS, the parties hereto recognize that the education and welfare of children of the School District is paramount in the operation of the schools and in order to promote such purposes,

NOW, THEREFORE, the parties do hereby agree as follows:

ARTICLE 1 RECOGNITION

- A. The Board recognizes the Union as the sole and exclusive bargaining agent for all permanent, full-time and part-time members of the custodial, grounds and maintenance staff of Valley Stream Union Free School District Thirty. Part-time employees are defined as permanent employees working 20 or more hours per week, but less than a full shift.
- B. The employees covered hereunder as "Custodial Staff", are those holding or who may hold any of the following job titles: Head Custodian, Assistant Head Custodian, Cleaner, Custodian/Groundskeeper, Plumbing and Electrical Maintenance Mechanic, Skilled Maintainer, Maintenance Supervisor, Building Attendant, Messenger, excluding seasonal and casual employees.
- C. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE II PAYROLL DEDUCTIONS

- A. The District shall deduct the applicable CSEA dues from the bi-weekly payroll payments of all members of CSEA who individually and voluntarily have given authorization to the Employer to do so. Dues shall be transmitted to CSEA within 30 days of the deduction to the Civil Service Employees Association Inc., 143 Washington Ave, Albany, New York 12210.
- B. Deductions authorized by an employee in the bargaining unit shall continue as so authorized unless and until an employee notifies the CSEA Inc. Local in writing of his/her desire to discontinue authorization. In the event the employee decides to discontinue authorization the Employer will be notified by CSEA.
- C. The CSEA assumes full responsibility for the disposition of the funds so deducted once they are received by CSEA.

- D. Deductions shall be made from salary payments, at the written request of the employee, and continued each year until terminated in writing and payments made to the appropriate agency for the following:
1. Payments to the Nassau Educators Federal Credit Union.
 2. Investment in a legal tax sheltered annuity plan. A change in an individual's tax sheltered plan may be made only in the months of May and December. The Employee is responsible for determining that the salary reduction amount does not exceed the limits set forth in applicable law. The Employee agrees to indemnify and hold the District harmless against any and all actions claims and demands that may arise from the purchase of annuities or custodial accounts for Employees in amounts in excess of contribution limits as defined under applicable law.
 3. Contributions to New York State Employees' Retirement System.
 4. Repayment of loans to New York State Employees' Retirement System.
 5. Dues to the recognized bargaining agent.

ARTICLE III WAGES AND CLASSIFICATIONS

- A. The wages payable shall be set forth in Appendix A (Tables A and B). Table A shall apply to all employees hired on or prior to June 30, 1995. Table B shall apply to all employees hired on or after July 1, 1995. New hires employed on or after July 1, 1988 shall receive a salary which is \$1,000.00 below that specified for their classification under Table B and shall move to Table B on the first anniversary of their hiring. Effective July 1, 2014, Table A shall apply to all employees hired on or prior to June 30, 1999. Effective July 1, 2014, Table B shall apply to all employees hired on or after July 1, 1999.
- B. There shall be a discretionary annual performance bonus of \$1,000.00, which shall be awarded to each unit member whose job performance, based on the evaluation procedures annexed hereto as Appendix "B", shall be satisfactory. Any unit member who has been suspended for disciplinary reasons or whose job performance is not satisfactory, as determined through the evaluation procedures annexed hereto as Appendix "B", shall not be eligible for such payment. This annual performance bonus shall not be added to base salary. Unit members whose job performance during the 2010-2011 year has earned a performance bonus shall have the performance bonus added to the unit member's base salary effective July 1, 2011, such that any future wage increases effective July 1, 2011 and thereafter shall be based upon the base salary which includes this bonus. Except as so specified, the District shall have no further obligation to add any performance bonus into base salary, and this base salary enhancement aspect of the performance bonus provision in the agreement shall sunset on June 30, 2011.
- C. An annual longevity payment of \$500 shall be payable to unit members who have fifteen or more years of District service in a title included in this bargaining unit. An additional longevity payment of \$500 shall be payable to unit members who have twenty or more years of District service in a title included in this bargaining unit. The longevity payments shall not become part of the base salary for the purpose of computing salary increases. Such payments shall be made in equal installments during the year.

- D. Should Workers' Compensation benefits be paid to an employee for any day or days for which the employee shall have received salary from the School District, an amount equal to the Workers' Compensation benefit so paid shall be paid by the employee to the School District.
- E. Classifications shall be set forth in Appendix "A." There shall be no combination classification unless expressly provided for. There shall be no change in classifications without prior notice to and discussion with the Union.
- F. For the purpose of identification, in order to hold the position of Plumbing or Electrical Maintenance Mechanic, employee must possess either a current license as a plumber or electrician. Holding such certificate or license shall not mean appointment to such position unless specifically appointed by action of the Board.
- G. Work performed out of category shall be paid for at the higher rate of pay only when performed for two or more successive days, and payment shall then commence from the first of such successive days.

ARTICLE IV LEGAL LIMITATIONS

- A. This Agreement and addenda attached hereto constitute the entire Agreement between the parties.
- B. Should any provision of this Agreement be found contrary to any Federal or State law, or any superseding state or local ordinance, then such provision of the Agreement shall be considered void and the balance of the Agreement shall remain in full force and effect.

ARTICLE V NO STRIKES OR LOCKOUTS

- A. The Union and its members agree that they shall not engage in any work stoppage, strikes or concerted refusals to perform assigned duties.
- B. In the event that classes are not in session due to labor relations disputes between parties not covered in this Agreement, the Custodial Personnel are mindful of their no-strike obligation and will report to work as if there were no such disputes. In the further event that the Board should declare the school buildings in the District closed for all purposes, by reason of such disputes, and orders its custodial employees not to report to work as a consequence thereof, then the employees covered hereunder shall suffer no loss in pay or other benefits while under such order to refrain from reporting to work.

ARTICLE VI NEGOTIATION PROCEDURES

Negotiations will be conducted in good faith consistent with the Taylor Law and decisions of the Public Employment Relations Board.

ARTICLE VII MANAGEMENT RIGHTS

- A. The Union recognizes its responsibility to act in good faith at all times in carrying out any and all provisions of this agreement.
- B. The Union acknowledges the right of the Board to direct and control management policies and work forces of the District subject to the obligations of this Agreement to facilitate efficient operation.
- C. It is recognized by both parties that the Board is the legally constituted body responsible for the determination and execution of policies covering all aspects of the Public School Systems operated by the Board.
- D. The parties recognize that the Board must operate the schools within its jurisdiction in accordance with all statutory provisions of the State, and such other rules and regulations as promulgated by the Commissioner of Education within such statutes. The parties agree that the Board cannot reduce, negotiate or delegate its legal responsibilities.

ARTICLE VIII GRIEVANCE PROCEDURE

- A. Resolution of the Board of Education. The Board of Education, in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of a grievance procedure for employees in the bargaining unit as defined in the Agreement, has established and adopted the following procedures for the orderly settlement of grievances of members of its staff of employees.
- B. Declaration of Policy. In order to maintain a harmonious and cooperative relationship between the District and its Custodial and Maintenance Employees, it is hereby declared to be the purpose of this grievance procedure to provide a means for the review and resolution of differences involving employees of this District not otherwise reviewable by law, under which employees may feel free to present grievances, without fear of coercion, interference, restraint, discrimination or reprisal.
- C. Definitions.
 - 1. Employee shall mean any employee in the bargaining unit.
 - 2. Union shall mean CSEA Inc. Local 1000, AFSCME, AFL-CIO Valley Stream Schools Custodial, Grounds and Maintenance Unit, the representative of the custodial and maintenance employees in the bargaining unit.
 - 3. Chief Administrator shall mean the Superintendent of Schools.
 - 4. Building Administrator shall mean the principal in charge of a school building and its staff.
 - 5. (a) Immediate Supervisor for employees working in a single building shall mean the Head Custodian of the building in which the employee works or the Director of Facilities, as applicable.
(b) Immediate Supervisor for all maintenance personnel and groundskeepers shall

mean the Business Administrator for the District.

6. Designee shall mean a person named by the Chief Administrator or the Building Administrator to act in his/her behalf in a grievance proceeding with full authority to render a determination. At no time shall such designee be a party to the grievance under consideration.
7. Grievance shall mean any claimed violation, misinterpretation or inequitable application of existing laws, rules, discipline or out of title work in the District which relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees, areas of extra pay for extra services as elsewhere set forth in the Agreement between the parties, but excluding any matter involving any rule or regulation having the force and effect of the law.

D. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. (a) An employee shall have the right to be represented at any stage of the procedure by a person, or at most, two persons, of his own choice.
(b) When an employee is not represented by the Union, the Union shall have the right to be present and to enter oral and written argument, and shall receive copies of all written decisions and the recommendations of the Advisory Arbitrator.

E. Procedures.

STEP I The aggrieved employee and the representative of the Union shall, within twenty (20) work days of the occurrence of the alleged grievance, present the grievance to the aggrieved employee's immediate supervisor. The supervisor shall meet the employee and the Union representative within five (5) work days to discuss the grievance, and shall inform the employee and the Union of his determination within five (5) work days after such meeting.

STEP II Any grievances not satisfactorily resolved between the supervisor, the employee and the Union shall be submitted in writing within ten (10) work days to the Superintendent of Schools or his/her designee, who shall, within five (5) work days thereafter, meet with the parties to hear the grievance. The Superintendent of Schools or his/her designee shall, within fifteen (15) work days of submission of the grievance to him/her, notify the parties and the Union in writing of his/her decision.

STEP III Any grievance not satisfactorily resolved by STEP II hereof may be submitted for advisory arbitration as set forth below, within fifteen (15) work days of the receipt of the decision of the Superintendent of Schools.

STEP IV Advisory Arbitration.

- (a) If any party is not satisfied with the decision at STEP II, he may submit the grievance for advisory arbitration as herein set forth.
- (b) The party seeking advisory arbitration shall do so in writing, served upon the other party within fifteen (15) work days of the receipt of a copy of the decision at STEP II.
- (c) All advisory arbitration hereunder shall be effected through the American Arbitration Association. The party seeking such arbitration shall initiate same pursuant to the Rules of the American Arbitration Association then in effect for a single arbitrator.
- (d) The arbitrator will hear the matter promptly and will issue his recommendation not later than fourteen (14) calendar days from the date the final statements and proofs are submitted to him/her. The arbitrator's recommendation will be in writing and will set forth his/her findings of fact and recommendations on the issues.
- (e) The recommendation of the arbitrator shall be of an advisory nature and shall not be binding upon the parties.
- (f) The costs of the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the party claiming the grievance or his/her representative.

STEP V Board Stage

Within five (5) days after receipt of the arbitrator's award, either party may appeal to the Board of Education for final determination.

ARTICLE IX HOLIDAYS

Full time custodial employees will be granted fifteen (15) holidays with pay or compensatory time. Such days as:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Last working day before Christmas
Independence Day	Christmas Day
Eid Al Fitr	Eid Al Adha
Rosh Hashanah	Yom Kippur

shall normally be allowable holidays. These fifteen (15) days are to be determined by the Superintendent of Schools prior to September 15.

Additional paid holidays allowable to custodial employees during school recess periods shall be at the discretion of the Superintendent of Schools.

Compensatory time shall not be carried over from one school year to the next.

ARTICLE X VACATIONS

- A. Vacations for eligible 12-month employees shall be granted after completion of at least one full year of service in the District and after the anniversary of each full year thereafter as follows:

1st through 5th year accrued at 12 days per year
6th through 12th year accrued at 18 days per year
13 or more years at 21 days per year

- B. The vacation for other than 12-month employees shall be pro-rated in accordance with the number of months worked.
- C. Vacations are to be taken at various times of the year as approved by the Superintendent of Schools, or designee. In the event that more than one employee requests the same vacation day(s) and the Superintendent of Schools, or designee, would approve of more than one employees' requests but for the multiple vacation requests during the same period, approved vacation request(s) shall be granted in the order of the most senior employee first. Seniority shall be measured by consecutive years of District service.

ARTICLE XI LEAVES

- A. Leaves of absence, with or without pay, may be granted at the discretion of the Board of Education for such reasons and upon such conditions as the Board of Education may determine.
- B. Absence for jury duty will be granted with full pay. Reimbursement received from the County or other applicable authority for this period is returnable to the school district. Such absence is not to be deducted from the Leave Provisions.
- C. All unused leave shall be cumulative up to 250 days for purposes of a "Leave of Absence with Pay Prior to Retirement."

A leave of absence with pay prior to retirement not to exceed one-half of a work year, at full pay, may be granted, on due and proper application therefor.

Such leave shall be calculated on the basis of one day of leave for each two days of the first 150 days of accumulated leave, and one day for each four days of the next 100 days of such accumulated leave. Such leave may be granted to a Civil Service employee who:

1. Is eligible for service retirement and who meets the necessary requirement for such retirement as defined by the New York State Employees' Retirement System.
2. Has served in the School District from which he/she will retire for a period of not less than ten (10) years.
3. Will retire on the day immediately following the final day of his/her leave of absence

with pay.

4. Duly and timely executes the written application for such leave as prescribed by his/her Board of Education, which application shall be submitted prior to February 1, in the year in which retirement is planned.
5. Duly and timely executes the written application for retirement effective on the day following the last day of such leave of absence.

Such leave of absence shall begin on the date as approved by the Board of Education.

The amount of pay during such leave shall be calculated on the basis of 20 days of leave to equal 1/12 of the annual basic salary for 12 month employees, and to be pro-rated for 10 month employees.

The number of days of such leave eligibility shall be calculated by the Superintendent of Schools, based upon the employee's unused accumulated leave time as elsewhere provided in the contract in accordance with the prescribed formula above. Such leave requires approval by the Board of Education.

Employees shall have the option to request a lump sum payment of their Leave of Absence with pay prior to retirement. However, in order to exercise such option, Employees must provide the Superintendent of Schools or his/her designee with at least ninety (90) days' notice.

D. Paid Leaves

Leaves from work for personal illness, religious holy days, death or illness in the immediate family, pre-approved court attendance, or pre-approved personal business shall be granted to each full time custodial employee within the following limitations:

1. In case of emergency, pre-approval may be waived.
2. The total days allowable may not exceed 17 per year.
3. Personal business days may not exceed three per school year, and prior approval is required.
4. Upon request to the Superintendent of Schools, the Superintendent may authorize three (3) additional personal days in excess of the total leave days allowable, for death in the immediate family (meaning spouse, child, father, mother, brother or sister).
5. Any absence in excess of five (5) consecutive days for personal or family illness shall be substantiated by a physician's certificate satisfactory to the Board and/or its agent, if such certificate is requested by the Board or its agent.
6. Unused leave shall be cumulative indefinitely only for personal illness. Cumulative days will be pro-rated for other than full time (12 month) employees.
7. Pay deductions for unauthorized leave of absence from work in excess of the allowable days shall be at the rate of 1/240th of the annual salary for each day of absence for a full time (12 month) employee. Pay deductions for other than full time employees shall be pro-rated; such as, 1/200th for 10 month employees.
8. Each full time custodial and maintenance employee, during his first school year of employment, shall be allowed one (1) day of leave per month for the above stated

reasons.

9. The Board will add to an employee's accumulated leave one day for each day of absence charged to leave resulting from injuries incurred in the line of duty and covered by Worker's Compensation. The days added to accumulated leave may be used only for future illness after depletion of accumulated leave, but not for computing leave of absence with pay prior to retirement. Days restored prior to July 1, 1985 shall remain eligible for computation of Leave of Absence with Pay Prior to Retirement.

E. Catastrophic Coverage.

A member of this unit who is stricken with a serious and prolonged illness or injury shall be eligible for extended sick leave under the following conditions:

1. The employee has been employed, full time, continuously in the school district for seven full years or more, and
2. Prior to the onset of such illness has not used 65% of his/her accumulated leave available to him/her, and
3. Has expended all accumulated leave on account of such illness or injury, and
4. Presents to the Board the certificate of a physician chosen by the Board that such illness or injury has stricken the employee and will prevent the employee from performing his/her normal employee duties for a period of at least 30 calendar days beyond the last day of his accumulated leave, then and in such event, the employee shall be granted an extended leave of absence for a period not to exceed 20 additional school days of leave.

ARTICLE XII WORK WEEK

- A. The work week for all day employees shall be any five (5) consecutive days from Monday through Friday, eight (8) hours per day, forty (40) hours per week, exclusive of lunch period.
- B. The work week for all evening employees shall be any five (5) such consecutive days from Monday through Friday, seven and one-half (7 ½) hours per day, thirty-seven and one-half (37 ½) hours per week, exclusive of lunch or supper hours. Unit members who actually work 37 ½ hours per week shall be paid for 40 hours per week.
- C. The Superintendent of Schools shall have the authority to temporarily alter a unit member's work week to include a Saturday, subject to the following: the Superintendent shall provide the unit member three weeks' prior notice of the work week change; no more than three (3) such occasions per building per year; no unit member shall have his/her work week so altered more than twice per year; the unit member shall be assigned a full work shift on the Saturday which shall be paid at straight time rates, provided that if the unit member is required to work beyond his/her full shift, the unit member shall be paid at the overtime rates for time worked beyond the full shift; if the unit member is unable to work the Saturday, the Superintendent may designate another unit member to work the altered work week (i.e., to include the Saturday at straight time rates) notwithstanding the three week notice requirement.

- D. The schedule of working hours shall be set by the Board of Education upon the recommendation of the Superintendent of Schools.
- E. Any unit employee who is required to remain on the premises during his meal period shall work a 37 ½ hour week.
- F. All full time employees shall receive two (2) fifteen minute breaks per shift.
- G. In the event that any member of the unit shall be called in to work on an emergency situation during a time within two (2) hours after leaving the school premises or within one (1) hour prior to the start of his/her shift, the minimum payment shall be for two (2) hours. In all other situations, the minimum call-in pay shall be three (3) hours. This does not apply to overtime immediately following or prior to a regular work shift.
- H. In the event of an emergency closing of school declared by the Superintendent of Schools, members of the unit who report to duty shall be paid at the rate of time and one-half for time worked. In the event of an emergency closing of schools declared by the Superintendent of Schools, members of the unit who fail to report for duty shall not be paid for that day, provided that one time per school year, an employee who provides a physician's certificate or note certifying sickness on such day, shall be paid for that day. Employees on vacation shall not be eligible for premium pay for the day.
- I. The District may, at its discretion, install a non-biometric time clock for the regular shift. Upon such installation, all employees shall be required to utilize the time clock.

ARTICLE XIII OVERTIME

- A. All overtime shall be computed on a daily and weekly basis; however, there shall be no pyramiding of overtime.
- B. All overtime worked from Monday through Saturday shall be paid at the rate of time and one-half.
- C. All overtime performed on a Sunday or holiday shall be paid at the rate of double time.
- D. A roster of employees will be maintained within each building so that all requests for overtime will be filled from within the work force regularly assigned to the building where the overtime is requested and rotated on a non-discriminatory basis. Subject to considerations of safety concerning specialized work as determined by the Director of Facilities, a roster of maintenance/grounds employees will also be maintained so that all requests for maintenance overtime will be filled from within the above work force and rotated on a nondiscriminatory basis. Should such roster fail to fulfill the overtime requirements, management will have the right to assign employees for the overtime work.

ARTICLE XIV INSURANCE

- A. Effective for the coverage period beginning July 1, 1993, the Board of Education agrees to pay for health insurance for each full time employee electing to join the plan, a sum of money equal to 90% of the premium charged by the Empire Health Insurance Plan for either single or family category in which the employee is enrolled, or 90% of the premium for any new plan agreed to by the Union and the District. Effective July 1, 2004, the employee shall contribute 12.5% of the cost of the health insurance premium; effective July 1, 2005, the employee shall contribute 15% toward the cost of the health insurance premium; effective January 1, 2007, employees shall contribute 20% of the cost of the health insurance premium.

An employee may voluntarily decline health insurance and on the next ensuing June 30 receive a pro-rated payment in an amount equal to \$1,250, divided by 12, multiplied by the number of complete months between the date on which the employee's declination becomes effective and the next ensuing June 30 (e.g., If the effective date of the declination is October 31, then the employee shall be paid \$833.36, as follows: $\$1,250$ divided by 12 = $\$104.17$ x 8 months = $\$833.36$). It is understood that the health insurance plan carrier's rules, regulations and procedures may impose a waiting period between the date on which notice of withdrawal from coverage is submitted by the employee and the date on which the withdrawal becomes effective.

Employees who have withdrawn from the health insurance plan shall, upon written request, be reinstated to family and individual coverage, as appropriate, subject to the rules and regulations of the health insurance plan in effect at the time of reinstatement. Payment shall be made on the next ensuing June 30. An employee so reinstated shall be entitled to receive a pro-rated payment in an amount equal to \$1,250., divided by 12, multiplied by the number of complete months between the date on which the employee's most recent annual declination became effective and the effective date of re-enrollment. An employee shall be limited to reinstatement only one time within a twelve month period.

- B. Effective July 1, 2003, the Board of Education shall contribute the sum of \$90.42 per month per employee toward an ancillary benefits or insurance plan to be approved by the Union. Effective the first full month following ratification of the parties' Memorandum of Agreement for a successor agreement to the 2007-2012 Collective Bargaining Agreement, the Board of Education shall contribute the sum of \$95.42 per month per employee toward ancillary benefits or insurance plan to be approved by the Union. Effective the first full month following ratification of the parties' Memorandum of Agreement for a successor agreement to the 2014-2018 Collective Bargaining Agreement, the Board of Education shall contribute the sum of \$100.00 per month per employee toward ancillary benefits or insurance plan to be approved by the Union. The District shall assist, cooperate and consult with the Union in the selection of the components of the plan.

ARTICLE XV MEDICAL EXAMINATIONS

- A. All new employees must submit a report of prescribed medical examinations by a physician of the employee's own choice, at the employee's personal expense, or by a school physician, at the District's expense, prior to the effective date of appointment as a probationary or provisional employee.
- B. Each employee must submit a report of a Tine Test or equivalent laboratory test for tuberculosis at least once every two years after employment. In the event that such test is positive, then an x-ray examination shall be required. Such test is due not later than December 1 of the year when required. The Board of Education will arrange, at the District's expense, for the taking of such required examinations. If the employee does not appear for examination at the time designated, the employee must then assume this responsibility at the employee's own expense.
- C. Medical examinations may be required at such other times as the Board of Education designates. Nothing in this Article shall be deemed a waiver of the right of the Board of Education to require examination of an employee by the school physician at Board expense.

ARTICLE XVI MISCELLANEOUS WORKING CONDITIONS

- A. In the event the work force is short, no employee shall have to make up the entire difference in work on his shift due to the absent person.
- B. It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Hazardous situations should be reported to the immediate supervisor. Safety rules for employees working alone or in isolated circumstances shall be adopted.
- C. Personnel Files
 - 1. Upon request by the employee, the employee shall be permitted to examine his/her official employment and personnel file.
 - 2. The employee shall have the right to answer any material filed past, present and future, and the employee's answer shall be attached to the file copy.
- D. Employees may receive a written statement annually of their accrued unused individual leave, upon request.
- E. A schedule shall be posted setting forth the hours of work for each employee.
- F. The District shall maintain non-ownership automobile liability insurance to cover employees' vehicles used in the course of the employees' duties, where so directed or authorized by the District.

G. The rate of reimbursement for the use of privately owned vehicles for authorized transportation shall be established by the Board of Education and shall be payable to those employees performing required services, to be paid upon the receipt of properly executed transportation reimbursement request forms.

H. Each custodial employee is annually entitled to receive uniforms and/or protective clothing as follows:

Staff in each district may select for their district either cotton/synthetic blend work uniforms.

Foul-weather gear will be available in each building in sufficient quantity to equip all personnel assigned to outside work.

The District shall establish a \$550 annual credit for each employee at Goldman Brothers for the purchase of uniform items (e.g., jacket, pants, sweatshirt, work boots) from a list approved by the District. A committee comprised of an equal number of representatives of the union and the District will be established to address concerns relating to the implementation of the uniform allowance provision of the this Agreement.

I. Both the District and the Union agree that the wearing of uniforms and safety equipment is required for the safety and protection of the employee and the public. Custodial/cleaning staff uniforms shall be defined as including: (1) blue VSSD shirt; (2) dark blue jeans; (3) work shoes or boots approved by the District; and (4) an identification badge. Maintenance staff uniforms shall be comprised of: (1) tan VSSD shirt; (2) tan jeans; (3) work shoes or boots approved by the District; and (4) an identification badge. Any employee who comes to work without wearing a full uniform as defined in the previous sentences, shall be sent home and shall not receive any pay for that day.

ARTICLE XVII SENIORITY, LAYOFFS, TRANSFERS AND PROMOTIONS

A. Seniority for all unit employees shall be computed from the date of commencement of employment.

If layoffs become necessary, part-time and probationary employees shall be the first employees to incur a reduction in hours of work. If, after all part-time and probationary employees have been laid off and other reductions in force are necessary, the employer shall lay off in accordance with the principles of seniority, provided the retained employee can efficiently perform the required work as determined by management. For the purpose of reduction in force, seniority shall be classification wide, provided no employee shall have less seniority in classification in which he was originally hired than his total district-wide seniority.

When recalls occur, employees will be recalled in the inverse order in which they were laid off by the Board sending a written notice to the employee by registered or certified mail, return receipt requested, or telegram requesting him to return to work, unless management

determines that the employee with the most seniority does not have the requisite skills for the job being recalled. Any employee shall not be deemed to have waived his right to return to work unless he fails to give notice of his intent to return within three (3) work days and report for work within two (2) weeks.

B. Transfers

Except for emergencies, a permanent employee shall not be transferred to another shift, or from one building to another, or from one department to another without prior notice to the employee and discussion with the Union, if requested. No transfers of any kind will be made for punitive purposes.

C. Promotions

All job and shift openings and promotions shall be posted, and all employees in the unit shall have the opportunity to bid on same. Criteria for promotion shall include, but not be limited to, qualifications, ability, seniority, overall staffing requirements and prior performance evaluations. Promotions shall be in accordance with Civil Service Law.

ARTICLE XVIII SECURITY

No permanent employee shall be discharged except for just cause. The Union reserves the right to dispute any such discharge. If the parties fail to agree, the matter shall be submitted through the regular channels of Grievance Procedure as provided in this Agreement.

ARTICLE XXIV POSITIVE EVALUATION

- A. Employees' performance shall be evaluated in accordance with the evaluation procedure set forth in Appendix "B."
- B. Any employee receiving in any contract year two or more unsatisfactory evaluations shall not be entitled to the next regularly scheduled wage increase.
- C. Any employee who receives a negative evaluation and who feels that such evaluation does not properly reflect his job performance shall be entitled to challenge the evaluation in accordance with the provisions of the evaluation procedure.

This contract and all of the terms and conditions and appendices set forth herein shall remain in effect for the period of July 1, 2022 through June 30, 2026.

[Signature Page Follows]

In witness whereof, the parties hereto have set their hands and seals on the date set forth below, at Valley Stream, New York.

**CSEA INC. LOCAL 1000, AFSCME,
AFL-CIO,
VALLEY STREAM SCHOOLS
CUSTODIAL GROUNDS AND
MAINTENANCE UNIT**

By: 
Les Eason, LRS

**BOARD OF EDUCATION
VALLEY STREAM UNION FREE
SCHOOL DISTRICT 30**

By: 
Kelly Urena, Board President

By:  9/22/23
Michael D Luca, Unit President

GGDOCS-1587932299-470

Appendix A

SALARY SCHEDULE

Name	Full Time Custodial Unit Hire Date	Year 1	Year 2	Year 3	Year 4
		Salary 2022-2023 5.00%	Salary 2023-2024 3.00%	Salary 2024-2025 3.00%	Salary 2025-2026 3.00%
ARGUELLO, TATIANA	5/24/2021	60,158	61,963	63,822	65,737
BRIDGEMANHEL, DONOVAN	8/27/2003	62,820	64,705	66,646	68,646
CONWAY, ALEXSANDRIA	9/4/2019	60,158	61,963	63,822	65,737
COPO, MARIA S	10/22/2020	60,158	61,963	63,822	65,737
CRUZ, JASON R	9/15/2014	62,397	64,269	66,197	68,183
CUNANAN, ROMEO J	3/1/2001	66,644	68,643	70,702	72,823
DELUCA, MICHAEL	1/14/2013	69,796	71,890	74,047	76,268
GENNA JR., JOHN S	3/6/2020	69,796	71,890	74,047	76,268
LAZO, RONALD	1/3/2022	62,397	64,269	66,197	68,183
MC CANN, MICHAEL J	2/25/1988	70,041	72,142	74,306	76,535
MILWOOD, RUSSELL	8/16/2014	64,983	66,932	68,940	71,008
MONTEMURRO, CHRISTOPHER	9/4/2012	62,397	64,269	66,197	68,183
ODWIN, ROSLYN	2/1/2007	62,397	64,269	66,197	68,183
STEPHENSON, JUSTIN	9/29/2020	62,397	64,269	66,197	68,183

Longevity 15 years, +\$500

Longevity 20 years, +\$500

EVALUATION PROCEDURES

Definitions:

- A. Annual Evaluation Cycle: The annual evaluation of each employee covering twelve months beginning July 1 of each school year that is broken down into three (3) periods: 1st Period covering July 1st through October 31st; 2nd Period covering November 1st through the last day in February; and 3rd Period covering March 1st through June 30th.
- B. Evaluation Period: A four (4) month period (described above) that constitutes one third of an Annual Evaluation Cycle.
- C. Fair Warning: A verbal warning with that warning memorialized in writing with a copy to the shop steward and personnel file and a reasonable time to improve his/her performance.
- D. Evaluation Instrument: The evaluation instrument annexed hereto and attached as Appendix "C".
- E. Alternative Evaluation Instrument: The District may, after consultation with the Union, adopt an evaluation instrument that substantially modifies the Evaluation Instrument for use in the procedures, in which case the District shall provide the Unit with prior written notice of its intent to use an Alternative Evaluation Instrument.

Procedures:

- 1. Employees shall receive three (3) written evaluations in an Annual Evaluation Cycle; one written evaluation covering each Evaluation Period.
- 2. Before the District evaluator rates an employee as "unsatisfactory" in any category on the Evaluation Instrument for the first time in an Annual Evaluation Cycle, the employee shall be given Fair Warning with respect to his/her performance in that category, provided that the District evaluator may rate an employee as "unsatisfactory" in a category without Fair Warning when the employee has received an "unsatisfactory" rating in that same category within the preceding twelve months.
- 3. An "unsatisfactory" rating in one category on the Evaluation Instrument shall render the entire evaluation for the Evaluation Period as "unsatisfactory".
- 4. The evaluation procedures herein shall apply in the event the District adopts an Alternative Evaluation Instrument except that 50% or more of the categories must have an "unsatisfactory" rating to render the entire evaluation for the Evaluation Period as "unsatisfactory".
- 5. If the employee receives an "unsatisfactory" evaluation for any Evaluation Period during the Annual Evaluation Cycle, the employee shall not be eligible for the performance bonus as stated in Article III ¶ B of the Collective Bargaining Agreement for such year.
- 6. Pursuant to Article XIX ¶ B of the parties' collective bargaining agreement, any employee who receives two or more "unsatisfactory" evaluations for Evaluation Periods in any Annual Evaluation Cycle shall not be entitled to the next regularly scheduled wage increase.

7. Nothing herein shall effect the District's right to bring a disciplinary action or proceeding with respect to any employee misconduct or incompetence.
8. A Unit member who is aggrieved by an evaluation may appeal the rating to the Superintendent of Schools. Such appeal shall be in writing, and shall be presented to the Superintendent within ten (10) calendar days of the employee's receipt of the evaluation at issue. The decision of the Superintendent shall be final and binding, and shall not be subject to grievance or arbitration.

**Valley Stream School District 30
Valley Stream, NY
Custodial Unit Evaluation**

_____ Regular

_____ Probationary

Employee: _____

Period Ending: _____

Position: _____

Location: _____

PERFORMANCE FACTORS

Unsatisfactory Satisfactory

1	Quality of work – Completeness, thoroughness, neatness of work. Level of cleanliness is consistently satisfactory		
2	Quantity of work – Completes all work assigned		
3	Knowledge – knowledge of cleaning and maintenance procedures, material and objectives		
4	Work Habits – Organization of work, care of equipment. Adherence to safety regulations and effort demonstrated.		
5	Relationships with People – Ability to deal tactfully with the public and other employees. Demonstrates cooperation with coworkers and supervisor.		
6	Dependability – Degree to which he/she can be relied upon to do the job without close supervision.		
7	Attendance and Punctuality		
8	Attitude – Interest in work, willingness to meet job requirements, and accepts suggestions, loyalty to district, ethical conduct.		
9	Judgment – Soundness of decisions.		
	<i>FOR USE IN RATING SUPERVISORS ONLY:</i>		
10	Supervisory Skill – Planning and assignment of work, making decisions, training, instructing,		

Comments: Performance factors with unsatisfactory rating must be explained.

Employee's Signature: _____

Date: _____

Appraiser's Signature: _____

Date: _____



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

Mary E. Sullivan, President

