

**AGREEMENT**

between

**THE PORT WASHINGTON UNION FREE SCHOOL DISTRICT**  
Town of North Hempstead, Nassau County Port Washington, New York

and

**CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.**

covering

**CUSTODIAL, MAINTENANCE, and TRANSPORTATION EMPLOYEES**

**July 1, 2023 – June 30, 2028**

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.4 billion.

There are a number of reasons why the number of children in the world is increasing. One of the main reasons is that the number of children who are surviving to the age of 15 is increasing. This is due to a number of factors, including improved medical care, better nutrition, and a decrease in the number of children who are dying from disease and malnutrition.

Another reason why the number of children in the world is increasing is that the number of children who are being born is increasing. This is due to a number of factors, including a decrease in the number of children who are being aborted, and an increase in the number of children who are being born to women who are younger than 20 years of age.

There are a number of other factors that are contributing to the increase in the number of children in the world. These include a decrease in the number of children who are being adopted, and an increase in the number of children who are being born to women who are older than 35 years of age.

The increase in the number of children in the world is a cause for concern. This is because the number of children who are living in poverty is increasing, and the number of children who are being abused is increasing. This is a serious problem that needs to be addressed.

There are a number of things that can be done to help reduce the number of children in the world. These include providing better medical care, improving nutrition, and increasing the number of children who are being adopted. It is also important to provide education and training for women, so that they can make better decisions about whether or not to have children.

The number of children in the world is a complex issue that needs to be addressed. It is important to understand the reasons why the number of children is increasing, and to take steps to help reduce the number of children in the world. This is a challenge that we all face, and it is one that we need to address together.

The number of children in the world is a complex issue that needs to be addressed. It is important to understand the reasons why the number of children is increasing, and to take steps to help reduce the number of children in the world. This is a challenge that we all face, and it is one that we need to address together.

The number of children in the world is a complex issue that needs to be addressed. It is important to understand the reasons why the number of children is increasing, and to take steps to help reduce the number of children in the world. This is a challenge that we all face, and it is one that we need to address together.

The number of children in the world is a complex issue that needs to be addressed. It is important to understand the reasons why the number of children is increasing, and to take steps to help reduce the number of children in the world. This is a challenge that we all face, and it is one that we need to address together.

The number of children in the world is a complex issue that needs to be addressed. It is important to understand the reasons why the number of children is increasing, and to take steps to help reduce the number of children in the world. This is a challenge that we all face, and it is one that we need to address together.

The number of children in the world is a complex issue that needs to be addressed. It is important to understand the reasons why the number of children is increasing, and to take steps to help reduce the number of children in the world. This is a challenge that we all face, and it is one that we need to address together.

# TABLE OF CONTENTS

<b>RECOGNITION</b>	<b>1</b>
<b>I. ASSOCIATION RIGHTS</b>	<b>1</b>
A. Association Business	1
B. Dues and Insurance Deductions	1
C. P.E.O.P.L.E. Payroll Deduction	1
D. Labor Management Committee	1
<b>II. HIRING</b>	<b>2</b>
A. Armed Forces Service Credit	2
B. Initial Employment	2
C. Medical Examinations	2
D. Prior Work Experience	2
<b>III. CONDITIONS OF EMPLOYMENT</b>	<b>2</b>
A. Breaks	2
B. Building Checks	2
C. Holidays	3
D. In-Service Training	3
E. Jury Duty	3
F. Lunch/Dinner Breaks	3
G. Overtime	3
H. Personnel Files	3
I. Promotions	4
J. Safety Practices	4
K. Section 75 Protection	4
L. Seniority	4
M. Snow Days/Inclement Weather	4
N. Substitutes	4
O. Uniforms	5
P. Work Schedules	5
<b>IV. LEAVES</b>	<b>6</b>
A. Death In The Family	6
B. Emergency Sick Leave	6
C. Family Illness	6
D. Medical Leave	6
E. Personal Leave	7
F. Sick Leave	7
G. Cancer Screening Leave	7
H. FMLA Leave	7
I. Vacation	7
J. Leave Without Pay	8
<b>V. INSURANCES</b>	<b>8</b>
A. Dental Insurance	8
B. Vision Insurance	9
C. Health Insurance	9
D. Health Insurance Rebate	9
E. Pre-Tax Contribution Program	10
F. Life Insurance	10
G. On The Job Injuries	10
H. Protection Of Employees	10
I. Retirement Benefits	10
J. Disability Insurance	10
K. Superintendent's Conference Day	11
<b>VI. SALARY</b>	<b>11</b>
A. Salary	11
<b>VII. NEGOTIATIONS</b>	<b>11</b>
A. Length Of Agreement	11
B. Memorandum Of Understanding	11
<b>VIII. GRIEVANCE PROCEDURE</b>	<b>12</b>
A. Statement of Policy	12
B. Statement of Basic Principles	12
C. Definitions	12
D. General Table of Organizations of Stages and Procedures for Aggrieved Employee	13
E. Grievance Stages	13
<b>IX. TAYLOR LAW 204-A NOTICE</b>	<b>14</b>
<b>Appendices</b>	
Appendix A 2023-2024	15
Appendix B 2024-2025	16
Appendix C 2025-2026	17
Appendix D 2026-2027	18
Appendix E 2027-2028	19

## RECOGNITION

Under this Agreement, made and entered into this 11<sup>th</sup> day of July, 2023 by and between the Port Washington Union Free School District, Town of North Hempstead, Nassau County, Port Washington, New York and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, the recognized union by the Port Washington Union Free School District Custodial, Maintenance and Transportation Employees of Local 865, CSEA having its principal office at 143 Washington Avenue, Albany, NY 12210 (hereinafter referenced as the "Association"), the Association is hereby recognized as the sole and exclusive bargaining agent for a unit consisting of the following titles: Bus Dispatcher, Bus Attendant/Messenger, Cleaner, Cleaner Attendant, Custodian, Assistant Head Custodian, Maintenance Helper, Bus Driver, Groundskeeper, Elementary Head Custodian, Middle School Head Custodian, Supervisor (Groundskeeper), High School Head Custodian, Maintenance Equipment Maintainer, Senior Maintainer, Supervisor I, Assistant Supervisor (Groundskeeper), and specifically excluding substitutes, temporary employees and seasonal employees. The Board will continue its present policies with respect to terms and conditions of employment except insofar as amendment is necessitated by this Agreement.

### I. ASSOCIATION RIGHTS

#### A. Association Business

The Association shall have free and unhindered use of school mailboxes for the purpose of distributing legitimate union material to its membership.

Bulletin board space shall be reserved at an accessible place in each school for the exclusive use of the Association for the purpose of posting material dealing with proper and legitimate Association business.

Space shall be made available to the Association, without charge, for the conduct of general meetings of the membership and individual committee meetings. In those instances where the Board permits the Association to use school space when custodial coverage is not otherwise scheduled for the facility, the Association agrees to pay all costs necessary for making such space available. It is understood that such meetings shall in no way interfere with the work schedule of any custodial, maintenance, or transportation employee, and that permission for use of District facilities must be granted by the Administration before such meetings take place.

Officers of the Association may be excused to attend official meetings of the organization. Payment for time lost shall be limited to not more than one meeting per year for not more than two (2) members of the local organization. Officers shall be free to attend a reasonable number of additional meetings without pay, with the approval of the Superintendent. In the case of additional meetings, all costs for such attendance are to be borne by the employees or the Association. Effective July 1, 2007, the Association may choose one (1) person to be excused from work with pay for one (1) additional day per school year with the prior approval of the Director of Facilities Association/Administration Communication

The Superintendent, or his/her designee, and the local committee of the Association, by mutual agreement, shall meet to discuss matters of interest and concern where requested.

#### B. Dues And Insurance Deductions

The District agrees to deduct from the salaries of its custodial, maintenance, and transportation employees dues for the Association and insurance premiums payable to the Association as said employees individually and voluntarily authorize the Board to deduct and to transmit such monies to the Association. Employee authorization shall be in writing and in a manner consistent with Section 93B of the Municipal Law and Chapter 392 of the Laws of 1967.

Deductions shall be made uniformly and consistently on each payday of the month. Funds thus collected shall be transmitted within one (1) month to the Treasurer of the Association, at 143 Washington Avenue, Albany, New York 12210.

Ten-month employees shall have their dues prorated and deducted uniformly and consistently each payday of the month accordingly so that the year's dues are equally divided into their ten-month period.

Any employee shall have the right to payroll deduction of membership dues.

If an employee chooses to revoke the payroll deduction authority, it may be done at any time in writing and in duplicate as specified in the contract.

If the employee then changes his/her mind and signs another new payroll deduction card, he/she shall be afforded the payroll deduction right without any period of time restriction.

The Association assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Association.

#### C. P.E.O.P.L.E. Payroll Deduction

The District shall provide payroll deductions for P.E.O.P.L.E, for all unit members who provide written authorization for such deductions.

#### D. Labor Management Committee

A Labor Management Committee shall be formed to discuss the following issues:

1. Review and containment of overtime costs;
2. The effects of the Flexible Work Week; and
3. Other issues that the Committee deems appropriate for its consideration.

The Committee shall meet for the term of this contract. The Committee may meet thereafter upon mutual agreement of the parties.

The Committee shall be comprised of an equal number of District and Association representatives, and the Chairperson shall be selected by the Superintendent of Schools or his/her designee.

Meetings will be held on at least a quarterly basis, with an agreed upon written agenda prior to such meetings. Meetings shall be held outside of the Association employees' normal work hours, unless otherwise authorized by the Superintendent of Schools.

## II. HIRING

### A. Armed Forces Service Credit

Personnel who have served in the Armed Forces of the United States shall be entitled to veterans credits as provided for under the law.

Employees called to military duty will be credited upon their return with the same amount of sick leave and vacation eligibility as they would have been entitled to if they had not been in military service.

A maximum of three years' armed forces service credit will be applied toward vacation leave for employees who have completed three years of full-time work experience within the District.

### B. Initial Employment

All employees shall be appointed to the maximum probationary period permitted by applicable law and Nassau County Civil Service rules and regulations. Postings will indicate the length of the probationary period.

### C. Medical Examinations

The Board shall require all new custodial, maintenance, and transportation employees to submit evidence of a pre-employment medical examination, including a chest X-ray or tuberculin test.

The costs of medical examinations prescribed by the Board and generally required by it of the custodial, maintenance, and transportation staff shall be borne by the Board, if the examination is by a physician approved by the Board.

### D. Prior Work Experience

New employees may be granted credit for prior work experience in accordance with the following schedule:

- (a) ~~Cleaner. Custodian. Groundskeeper. Bus Driver. Maintenance Helper. Bus Dispatcher. Bus Attendant/Messenger~~ – One (1) year for each two (2) years of direct related experience up to a maximum of two (2) years.
- (b) ~~Head Custodian. Supervising Groundskeeper~~ – One (1) year for each three (3) years of direct related experience up to a maximum of two (2) years.
- (c) ~~Cleaner. Custodian. Groundskeeper. Bus Driver. Maintenance Helper. Bus Dispatcher. Bus Attendant/Messenger~~ – One (1) year for each two (2) years of direct related experience up to a maximum of two (2) years.
- (d) ~~Head Custodian. Supervising Groundskeeper~~ – One (1) year for each three (3) years of direct related experience up to a maximum of two (2) years.
- (e) ~~Motor Equipment Operator~~ – One (1) year for each year of direct related experience up to two (2) years and one (1) year for each additional three (3) years of direct related experience up to a total maximum of five (5) years.
- (f) ~~Maintainer~~ – One (1) year for each year of direct related experience up to three (3) years and one (1) year for each additional two (2) years of direct related experience up to a total maximum of eight (8) years.

## III. CONDITIONS OF EMPLOYMENT

### A. Breaks

Employees shall be provided rest and/or coffee breaks of ten (10) minutes before lunch and ten (10) minutes after lunch. No employee will abuse the privilege.

### B. Building Checks

Those members of the unit (other than Head Custodians) who are required to respond to alarms and/or emergencies on weekends and/or holidays, shall be compensated at the rate of time and one-half their regular hourly rate for the actual time required to correct the situation. However, any employee (other than Head Custodians) required to respond to such an alarm and/or emergency shall be guaranteed a minimum of two (2) hours work.

Head Custodians who are required to respond to alarms and/or emergencies on weekends and/or holidays shall be paid at the applicable hourly rate for doing so.

Head Custodians shall be required to conduct building checks on days when school buildings are not otherwise open on all days on which the weather fore- cast calls for temperatures to be 20 degrees Fahrenheit or lower as determined by the Director of Facilities and shall be paid for doing so at the applicable hourly rate.

C. Holidays

Employees covered by this Agreement will be entitled to seventeen (17) holidays during each of the years of this Agreement. The determination of dates shall be resolved in each year by the parties to this Agreement. Where such holidays fall on a Monday and where an employee may have a work schedule of Tuesday through Saturday, then such employee should take the first day of his work week (Tuesday) in lieu of the contractual holiday which falls on the Monday of the same week.

Effective July 1, 2009 the District hereby agrees to provide each member of the bargaining unit with three (3) additional holidays per school year. Such additional holidays shall be utilized only during periods when school is not in session and must be scheduled in advance with the Director of Facilities at times that do not conflict with the operation of the District as determined by the Administration. Subject to the limitations set forth above, such days shall be scheduled to meet the choice of employee whenever practicable. Insofar as possible, those employees having the greatest length of service in the District will be given preference in scheduling these days. Such days may not be carried over from year to year.

Employees hired between July 1 and December 31 shall receive the full allotment of Floating Holidays to be used in accordance with the provisions outlined in this Section. Employees hired between January 1 and June 30 shall receive Floating Holidays, pro-rated in accordance with District practice, that may be used between January 1 and June 30 in accordance with the provisions outlined in this Section. All employees shall receive the full allotment of Floating Holidays on each July 1st thereafter.

D. In-Service Training

In-service training courses shall be established for members of the Association when deemed necessary by the Administration. Where attendance is required during non-working hours, compensatory time will be made available by the Administration.

E. Jury Duty

Employees who are required to serve on jury duty will receive full salary during the period of such service.

F. Lunch/Dinner Breaks

The Head Custodian in each building shall arrange for a lunch break period of one-half hour for day custodians in his/her building, such break to fall within the fourth and sixth hours of duty.

The Head Custodian in each building shall arrange for a dinner break for night employees in his/her building, such break to be for a half hour, and such break to fall within the third and sixth hours of duty.

All lunch and dinner schedules must be approved by the Director of Facilities and Operation.

Lunch schedules may be altered in emergency situations, with the approval of the Head Custodian or his/her designee.

The Bus Dispatcher and Bus Attendant/Messenger shall have an unpaid lunch break of thirty (30) minutes per day which shall be scheduled at such time as approved by the Assistant Superintendent for Business.

G. Overtime

Hours of work over eight (8) in a day or forty (40) in a week shall be compensated for at time and one-half an employee's regular hourly rate as determined through his/her gross annual salary exclusive of overtime.

All employees who are assigned to work on their first or second consecutive days off and/or holidays shall be guaranteed a minimum of four (4) hours of work.

There shall be no duplication of daily or weekly overtime.

Building checks performed by Head Custodians are compensable at the applicable hourly rate.

All non-emergency overtime must be authorized in advance by the Director of Operations and Facilities. Assumption of non-emergency overtime without authorization will be subject to review by the Assistant Superintendent for Business.

Payment of overtime worked will be in a timely manner based on a predetermined schedule established annually by the payroll office. The annual salary notices distributed to each employee shall include a statement of the employee's hourly rate of pay.

***1. Holiday Pay***

Work performed on a contractually recognized holiday shall be paid for at time and one-half plus holiday pay and shall be guaranteed a minimum of four (4) hours work.

H. Personnel Files

Upon the request of any custodial, maintenance, or transportation employee, such employee shall be permitted to examine his/her personnel file within five (5) working days of the date of the request.

No material shall be placed in an employee's personnel file unless that 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 to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.

The employee shall have the right to submit a written response to any material filed in his/her file, and his/her answer will be attached to the file copy. Such response must be submitted within fifteen (15) business days of notification that the material is being placed in his/her file.

I. Promotions

All openings for promotional positions and for positions paying higher salary differentials shall be adequately publicized in each building and in each maintenance location and all qualified personnel covered by this Agreement shall be given five (5) working days to make written application for such positions.

Where an employee is promoted to a higher grade position he/she shall be moved horizontally on the salary schedule to the same step of the appropriate salary lane.

As a general rule, seniority shall be observed when making promotions except where District needs, job skills, experience, training, ability and the like require exceptions to seniority.

J. Safety Practices

The parties recognize the necessity of following good safety practices in all job classifications. Adequate equipment will be provided and equipment and working conditions will be maintained 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.

K. Section 75 Protection

All employees who are appointed from a Civil Service list are afforded the protection of Section 75 of the Civil Service Law. Noncompetitive class employees are afforded the protection of Section 75 as follows:

Non-competitive employees shall be entitled to protection under Section 75 upon the completion of five (5) years.

L. Seniority

The seniority of employees in the competitive class shall be based on the date of employment established by the Civil Service. Where layoffs may be required in the competitive class, layoffs will be made in accordance with Civil Service Law.

In the non-competitive class, the seniority of employees shall be based on the effective date of employment in the District. Where layoffs may be required, the least senior employees shall be first laid off providing the residual more senior employee can fully and adequately perform the jobs of any less senior employee who may be laid off. Thus, as a general rule, seniority shall be observed except where job skills, experience, training, ability, and the like require exceptions to seniority.

M. Snow Days/Inclement Weather

Employees who are required to work on snow day(s) when school is not in session will receive an equal number of compensatory day(s) which must be taken within one (1) calendar year of the snow day.

Those snow days which do not require make up days by other district employees any hours worked in excess of eight (8) hours will be paid at the rate of double overtime. There shall be no duplication of daily or weekly overtime.

In the event of a delayed opening of the school day due to inclement weather, those unit members who report for work during the period of the delayed opening shall be paid at the rate of time and one-half (1.5x) their regular hourly rate for the period of the delay, not to exceed two (2) hours.

If a unit member is required to report to work for purposes of snow removal on a Saturday or Sunday, they shall be paid at the rate of double overtime for those hours worked.

Any days designated as Work from Home for other employees are regular work days, not a snow day.

Compensatory time will only be given for those snow days which do not require make up days by all other District employees. Custodial employees are required to take compensatory days when school is not in session.

On those days when school is open, but, due to snow removal or inclement weather-related emergencies unit members are required to work more than eight (8) hours in a day, such unit members shall be paid at the rate of double overtime for any hours worked in excess of eight (8) in a day. There shall be no duplication of daily or weekly overtime.

N. Substitutes

It is recognized that occasionally an employee or employees may be absent from an assignment. In such an event, the Administration will attempt to provide substitute coverage for such absentees. These temporary and casual employees will be used to fill positions during the following: absences, vacation coverage, seasonal extra assignments, during a period of suspension, and to fill a vacancy due to resignation, retirement or termination until Civil Service clearance is obtained for appointment. In the event that coverage by substitutes is not available, and, in the discretion of the Director of Facilities, the work of an absent employee is not otherwise divided up between the remaining employees within the regular work shift in the location in which the absence occurs, then the regular full time employees shall be assigned to perform the work of the absent employee on an overtime basis. Those regular full-time employees in the location in which the absence occurs shall have the right of first refusal.

Notwithstanding the above, effective September 19, 2007, coverage for absent employees shall be subject to the following conditions during the regular student school year:

1. Before substitutes are utilized to cover for cleaners/custodians during the school year, building assignments shall first be filled by assigning another regular full time unit member to perform four (4) hours of work at the rate of time and one half their regular hourly rate.
2. Notwithstanding the requirements of paragraph 1, the requirement that an absence be covered on an overtime basis shall

be limited to the first three (3) absences per school year for any individual cleaner/custodian and shall further be limited to covering single day absences and/or the first day of an unanticipated/unscheduled multi-day absence.

3. It shall be the responsibility of the Head Custodian in each building to track the absences of each cleaner/custodian assigned to their building for purposes of administering this provision. The Head Custodian shall provide periodic reports regarding the administration of this Section to the Director of Facilities as directed.

**Vacancies** – Any vacated position which is to be replaced will be filled promptly with posting and subsequent interviews conducted in a timely manner. In cases where a selectee for a vacated position cannot yet be officially appointed, he/she will be used as a substitute until the District has received permission from Civil Service to appoint. Should temporary coverage in a vacated position extend beyond twenty (20) working days for non-competitive positions, or thirty (30) working days for competitive positions, the substitute employee's per diem rate will be based upon Step One as per the salary schedule for the position. The District Superintendent's designee will meet with the president of the CSEA to discuss the reasons, the steps that have been taken to fill the vacancy, and the anticipated date that the position will be filled.

This Article III (N) shall not apply to the Bus Dispatcher or the Bus Attendant/Messenger.

**O. Uniforms**

Uniforms shall be provided prior to the opening of school in September and in all other ways in accordance with present practice. In addition, a lightweight summer uniform shall be provided to unit members assigned to work in buildings where summer programs take place. Employees must wear their uniform on all days when school is in session and on other days when programs are taking place in the building.

The preceding paragraph shall not apply to the Bus Dispatcher or Bus Attendant/Messenger. Instead, the Bus Dispatcher and Bus Attendant/Messenger shall be provided annually with up to \$200 towards reimbursement for the purchase of District-approved uniform shorts, pants or jackets. In addition, they shall be provided safety boots on an annual basis. They must wear their uniform on all days when school is in session and any other days when programs are taking place.

**P. Work Schedules**

The District-wide work schedule for employees shall be:

Day	7:00 a.m. - 3:30 p.m.
Night	2:30 p.m. – 11:00 p.m.

Presently existing work schedules, including variable schedules for groups such as painters, shall be continued. In the event conditions change which require a change in work hours, no changes will be made without first advising the Association and the employees of the reasons for such changes and, where requested, discussing the necessary change to meet the changed conditions.

The work schedule for the Bus Dispatcher shall be 6:30 a.m. – 3:00 p.m., inclusive a thirty (30) minute unpaid lunch.

The work schedule for the Bus Attendant-messenger shall be 7:00 a.m. – 3:30 p.m., inclusive a thirty (30) minute unpaid lunch.

**1. Adjusted Work Schedules**

The Superintendent of Schools, or his/her designee shall, at his/her sole discretion, arrange for adjusted workday schedules during holiday and summer periods.

**2. Flex-Time Work Schedules**

In consultation with the Association, flex work schedules may be implemented for all employees hired after July 1, 1989 as long as new or open positions are posted including these working conditions.

Employees hired under the flex-time provision will receive notification of a change in schedule ten (10) days prior to implementation.

Less than ten (10) days notification must be by mutual agreement of the employee and supervisor. The hours of the flex-time work schedule can deviate from the contractual work schedule (normal scheduled work shift) by no more than three (3) hours from the starting or the ending time, except the day shift will not have a starting time earlier than 5:00 a.m.

**3. Extra Assignments**

In certain circumstances, where an employee or employees are absent from a group assignment, the remaining group of employees may be required to work additional hours for which they will be paid or may have their regular job duties postponed so that necessary services may be provided.

**Out of Title Pay** – In those instances where an employee is required and authorized by the Director of Operations and Facilities to assume the duties of an individual in a higher category for more than five (5) days, said employee beginning with the sixth (6<sup>th</sup>) day of his/her assignment shall be compensated for the assignment in the higher category retroactive to the first day of the assignment. Step placement will not change.

**Travel Reimbursement** – Where an individual is required by the Administration to utilize his/her own vehicle on school business, rather than an authorized vehicle of the District, he/she shall be compensated for such usage at the established rate for mileage reimbursement.

#### **4. Flexible Work Week**

The District may assign one (1) Cleaner or Custodian on the day shift at Schreiber High School to a work week of Tuesday through Saturday. Such new assignment may only be made of an employee filling a vacancy either as a new hire or voluntary transfer or upon the creation of an additional day custodian or cleaner position.

In addition, effective July 1, 2000, the District may assign a Cleaner or Custodian on the day shift at the Middle School to a work week of Tuesday through Saturday. Such new assignment may only be made of an employee filling a vacancy either as a new hire or voluntary transfer or upon the creation of an additional day Custodian or Cleaner position.

In addition, effective July 1, 2001, the District may assign three (3) Cleaners and/or Custodians to a flexible shift Tuesday through Saturday at the Middle School and/or the High School which would include evening work Tuesday through Friday, followed by a day shift on Saturday. The regular workweek for any such part time flex week employee may be split between the Middle School and High School. Such assignment may be made of an employee who volunteers to fill a vacancy in such position or a new hire.

Effective July 1, 2001 to June 30, 2004, a maximum of one (1) additional employee assigned to each building will be added to the flexible work week day schedule (Tuesday through Saturday) as needed during the construction at the Port Washington School District. Construction is defined by the construction timetable presented in the Port Washington Report Summer 2001, with the understanding that these dates are subject to change pending SED approval. At the end of the construction period, any employee hired to work the day flex schedule will revert to one (1) of the three (3) regular custodial schedules.

Effective July 1, 2007, once the District has achieved a District-wide elementary cleaner/custodian staffing level of 21.0 F.T.E., the District may thereafter assign one (1) Cleaner or Custodian at the elementary level to a flexible work week of other than Monday through Friday.

## **IV. LEAVES**

### **A. Death In the Family**

Leave with pay for absences due to death in the immediate family shall be limited to five (5) days per year for each death.

Immediate family shall include only mother, father, child, sister, brother, spouse, mother-in-law, father-in-law, grandparent, grandchild or relative residing in the employee's place of residence.

### **B. Emergency Sick Leave**

Provides additional emergency sick leave for employees who may have a serious and extended illness. Employees requesting emergency sick leave must meet the following criteria:

1. Worked for the District a minimum of three (3) years full time. Those having worked more than ten (10) years for the District would be limited to a one (1) time usage of this provision.

2. Number of days available may not exceed the annual vacation allocation.

3. All other available days, including regular sick leave, personal days and vacation days must be used before requesting use of this emergency provision.

In addition, no employee may benefit from this provision unless there has been:

a. Verification to the District's satisfaction of the serious nature and extent of the medical condition.

b. Review of the employee's previous sick leave usage which would assure no previous pattern of abuse of sick leave. The Board and Association agree to review the utilization of this clause after each year of the contract.

### **C. Family Illness**

Leave with pay for absences due to illness in the immediate family shall be limited to five (5) days per year. Immediate family shall include only mother, father, child, sister, brother, spouse, mother-in-law, father-in-law, grandparent, or relative residing in the employee's place of residence. Such leave shall run concurrently with any FMLA leave to which the employee may be entitled.

Employees hired between July 1 and December 31 shall receive the full allotment of Family Illness Days to be used in accordance with the provisions outlined in this Section. Employees hired between January 1 and June 30 shall receive three (3) Family Illness Days that may be used between January 1 and June 30 in accordance with the provisions outlined in this Section. All employees shall be entitled to receive the full allotment of Family Illness days on each July 1st thereafter.

### **D. Medical Leave**

In those instances where an employee utilizes all of his/her available sick leave due to illness and is unable to report to work in the opinion of his/her physician, or is judged, for medical reasons, temporarily incapable of providing satisfactory performance by a physician appointed by the Board, said employee shall be granted a medical leave of absence without pay for a maximum of one (1) year.

Additionally, an employee may seek a medical leave under the provisions outlined in the Family and Medical Leave Act for a serious medical condition. Where granted, such FMLA leave shall run concurrently with the medical leave provided pursuant to this Article.

#### E. Personal Leave

The District recognizes that occasionally situations arise in which it is important for personnel to be absent on business which is essentially personal, e.g., appearances in court, house closing, graduation of child, occurrences which cannot be accomplished outside of school hours. If any employee feels that his/her personal business cannot be accomplished outside of school hours, he/she should, wherever possible, consult with his/her immediate superior prior to the proposed time of absence. The superior, in turn, will refer the matter with his/her recommendations to the Superintendent of Schools. With the approval of the Superintendent, such absence on personal business for full-time employees, for the time necessary, will be allowed with full compensation. No more than three (3) such days will be compensated for in any one (1) year.

All other absences for personal business shall be subject to the approval of the Superintendent of Schools or his/her designee and shall be subject to deduction of one (1) day's pay for each day of absence.

Absences for reasons other than for personal business will be granted at the discretion of the Superintendent and will be subject to a deduction of one (1) day's pay for each day of such absence.

Employees hired between July 1 and December 31 shall receive the full allotment of Personal Days to be used in accordance with the provisions outlined in this Section. Employees hired between January 1 and June 30 shall receive Personal Days, prorated in accordance with District practice, that may be used between January 1 and June 30 in accordance with the provisions outlined in this Section. All employees shall receive the full allotment of Personal Days on each July 1st thereafter.

#### F. Sick Leave

Full-time employees shall earn sick leave cumulative to two hundred (200) working days at the rate of twelve (12) working days per school year.

All absence benefits are conditioned upon the filing of a pre-employment medical examination, including chest X-ray or tuberculin test.

No new employee may establish sick leave benefits until he/she has officially reported for duty.

The Superintendent retains the right to request a doctor's note for an individual whenever he/she deems such a note advisable.

In addition, the Superintendent or his/her designee will meet with and counsel any employee whose attendance is of concern to the District because of the number of days or pattern of absence. Notwithstanding this language, the District retains all of its rights under Section 75 and other provisions of the Civil Service Law with regard to employee attendance problems.

#### G. Cancer Screening Leave

Effective July 1, 2018, any leave taken by a member of the unit pursuant to Section 159-b of the Civil Service Law shall, to the extent required by law, be paid leave and shall not be charged to the employee's accrued leave time (e.g., sick leave, personal leave, vacation). Employees shall use every reasonable effort to schedule such screening outside of regular work hours.

Employees who take a leave of absence pursuant to Section 159-b of the Civil Service Law, as applicable, shall provide at least seventy-two (72) hours written notice of the need for such leave. Upon their return to work, the employee shall provide the District with a note from a medical professional verifying the date and time of their screening and that they received screening for cancer. Failure to do so shall result in such leave being unpaid.

#### H. FMLA Leave

As required by District policy, if the reason for any leave provided pursuant to any provision of this Agreement also qualifies for coverage under the Family and Medical Leave Act ("FMLA"), such FMLA leave shall run concurrently with any such leave provided herein. During any period of the leave that qualifies for coverage under the FMLA, the employee shall be entitled to all of the protections and benefits of the FMLA, including but not limited to the continuation of paid health insurance coverage during the FMLA leave period.

#### I. Vacation

Regular full-time employees who work a twelve (12) month schedule shall be entitled to paid vacation.

##### 1. *In the First Year*

Employees during their first year of work shall accrue vacation days according to the following:

Employees whose effective date occurs between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) of the month shall receive full credit (.83) of vacation for that month. Employees whose effective date occurs between the sixteenth (16<sup>th</sup>) and the end of the month do not begin to accrue vacation days until the following month. (Upon resignation or termination, the effective date of that action will determine whether or not that month is calculated for computing vacation days.)

An employee hired during the first six (6) months of the fiscal year (July 1 to December 31) will receive a full year of vacation days (10) on July 1 of the next fiscal year.

An employee hired between January 1 and June 30 will accrue days at a rate of 0.83 per month through the entire next fiscal year. At that time the employee will have earned one year (10 days) plus 0.83 for each additional month of work.

## 2. *After the First Year*

Vacation time shall be used no later than the close of the fiscal year (June 30) following the fiscal year in which it was earned. Upon completion of the first year, the following schedule is in effect:

<u>Paid Vacations</u>	<u>After Completion of</u>
10 days 1 year or more	5 years or less
15 days More than 5 years	10 years or less
20 days More than	10 years

Employees may hold no more than one (1) year of contractual vacation days (10, 15, or 20 days) in reserve from one year to the next.

Employees who currently have accumulated vacation days of more than one (1) year of contractual vacation time, may keep those days for future use but may not add additional days to their accrued time.

## 3. *Procedures*

Vacation must be scheduled in advance and in a manner not to conflict with the operation of the District as determined by the Administration. Whenever practicable, vacation days will be scheduled to meet the choice of the employee. Insofar as possible, those employees who have the greatest length of service in the District will be given preference in scheduling of vacation days.

Requests for individual vacation days shall be submitted and must be received by the office of the Director of Facilities a minimum of three (3) days in advance of the requested vacation day.

Vacation requests for the week immediately prior to the opening of school will generally not be granted except under extenuating circumstances.

Vacation pay will be provided to an employee on the last working day prior to the beginning of his scheduled vacation.

If a contractual holiday (Section III, C,) occurs during a scheduled vacation period, such vacation shall be extended by one (1) day, or a mutually agreed upon paid compensatory day will be arranged.

## J. Leave Without Pay

A leave without pay will be granted for a period of up to one (1) year for the following reasons:

- Childcare
- Personal betterment through schooling or training.

When such leave without pay is granted for purposes of childcare, it shall run concurrently with any FMLA leave to which the employee may be entitled.

## V. INSURANCES

### A. Dental Insurance

The District shall provide unit members with the CSEA Dutchess Dental Plan. For each unit member who participates, the District shall pay a monthly composite premium as follows:

From July 1, 2023 to June 30, 2024	\$167.00
From July 1, 2024 to June 30, 2025	\$168.67
From July 1, 2025 to June 30, 2026	\$170.36
From July 1, 2026 to June 30, 2027	\$173.77
From July 1, 2027 to June 30, 2028	\$177.25

Notwithstanding the above, those employees who choose to participate in the Plan shall contribute towards the premium cost via payroll deduction according to the following schedule:

Individual	\$5.00/month
Individual with one (1) dependent	\$8.00/month
Individual with multiple dependents	\$12.00/month

Effective July 1, 2018, the monthly employee premium contribution shall be as follows:

Individual \$5.00/month  
Individual with one dependent \$8.00/month  
Individual with multiple dependents \$12.00/month

Those members of the unit who retire from the District may elect to continue to carry dental insurance into retirement to the extent permitted by the plan and contingent upon the member paying one hundred (100%) percent of the premium cost of such coverage.

**B. Vision Insurance**

The District shall provide members of the unit with the CSEA Platinum 12 Vision Plan (including Ultra Violet Coating, High Index Lenses, Anti-Reflective Coating, Polarized Lenses, Plastic Photo-Chromic and Occupational Riders). For each unit member who participates, the District shall pay a monthly composite premium as follows:

From July 1, 2023 to June 30, 2024	\$34.74
From July 1, 2024 to June 30, 2025	\$34.74
From July 1, 2025 to June 30, 2026	\$34.74
From July 1, 2026 to June 30, 2027	\$34.74
From July 1, 2027 to June 30, 2028	\$34.74

Those members of the unit who retire from the District may elect to continue to carry vision insurance into retirement to the extent permitted by the Plan and contingent upon the unit member paying one hundred percent (100%) of the premium cost of such coverage.

**C. Health Insurance**

The Board shall participate in the New York State Health Insurance program. For each of the years of this Agreement the Board will pay eighty (80%) percent of the cost of the dependent care option for employees. For those members of the unit selecting individual coverage, the unit member shall contribute towards the premium cost of such coverage as follows:

Health Insurance: (Individual Premium Contribution)

- Effective July 1, 2006: 5% (except those employees hired on or after September 1, 2001 shall contribute an additional 5% of that 5% contribution amount)
- Effective July 1, 2007: 10%
- Effective July 1, 2008: 15%
- Effective May 1, 2011: those employees hired on or after May 1, 2011 shall contribute twenty (20%) percent of the cost.

Effective July 1, 2025, the health insurance contribution percentages set forth above shall each be increased by one percent (1.00%). For any Unit member retiring from the District, the School District agrees to pay the same percentage of the cost of the premium for health benefits for such retiree and his/her spouse as was paid on behalf of the Unit member on the date of retirement. The health insurance program to be provided is to be the health insurance program in effect for active members of the CSEA unit of the District. The School District specifically recognizes that each retiree has relied upon the representation contained herein by the School District to undertake the cost of benefits for said retiree (and his or her dependents) pursuant to this Agreement for the lifetime of the retiree.

If the retiree deceases leaving a surviving spouse, said spouse may maintain full participation rights in the existing health plan at no cost to the District.

Upon a retiree's reaching the age of eligibility for Medicare, the health benefit provided for herein shall be provided as coinsurance to Medicare coverage.

The Association and Administration agree to study and review health insurance programs. A change in participation may be made if there is mutual agreement to such a change.

**D. Health Insurance Rebate**

District employees who are currently eligible to enroll in the District's health insurance program may elect to decline membership in the health plan offered by the District. Those who elect this option shall receive an annual declination payment as set forth below, provided they do not change this option for a twelve (12) month period. Payments will be made at the end of the twelve (12) month period and will be made annually each twelve (12) months thereafter provided that the unit member (and his/her dependents) remains uncovered under the District plan. The declination amounts shall be as follows:

- \$3,800 for those unit members hired on or after July 1, 2023, those existing unit members who first decline coverage on or after July 1, 2023, and those unit members who already decline coverage and were scheduled to receive \$2,870 in 2023 under the terms of the 2021-23 Contract.
- \$4,000 for those unit members who already decline coverage and who were scheduled to receive \$3,823 in 2023 under the terms of the 2021-23 Contract.
- \$6,300 for those unit members who already decline coverage and were scheduled to receive \$6,100 in 2023 under the terms

of the 2021-23 Contract.

- \$13,500 for those unit members who already decline coverage and were scheduled to receive \$13,265 in 2023 under the terms of the 2021-23 Contract.
- \$13,800 for those unit members who already decline coverage and were scheduled to receive \$13,624 in 2023 under the terms of the 2021-23 Contract.

Unit members must notify the District by December 1 if they wish to participate. Employees who are ineligible for family coverage and who subsequently become eligible (through acquisition of dependents) and elect family coverage would be entitled to the incentive if they subsequently elect to drop that coverage. Employees shall be eligible to reapply for coverage at any time subject to the requirements and conditions specified in the New York State Health Insurance Program, provided that in the case of an individual who reenters in less than twelve (12) months, no payment shall be made.

The health rebate set forth above shall be subject to the Policies, Rules and Regulations of the New York State Health Insurance Plan ("NYSHIP").

#### E. Pre-Tax Contribution Program

The District will offer, on a voluntary basis, a Pre-Tax Contribution program authorized by IRS Section 125 whereby health and dental insurance premiums are deducted from employees' salaries and treated as a non-taxable item for the purpose of paying the employees' portion of the premium for group medical and dental insurance. The Association and District will develop a mutually agreeable procedure for the implementation of the program.

As they become available, other premium options may be offered as mutually agreeable.

#### F. Life Insurance

Eligible members of the Civil Service Employees Association Inc. will continue be offered participation in a group term life insurance policy. All costs will be borne by the District for the life of this Agreement. Beginning July 1, 2004 life insurance will be provided in the amount of \$40,000 per year.

#### G. On The Job Injuries

Employees covered by this Agreement shall receive the difference between Worker's Compensation benefits and their full salary so that employees will not suffer loss of income for the number of days necessary with respect to absence resulting from on-the-job injuries. Such absence up to a limit of one year shall not be deducted from the employee's eligible sick leave for such injury.

For employees hired on or after July 1, 2001, such absence up to a limit of six (6) months shall not be deducted from the employee's eligible sick leave for such injury. For employees hired on or after October 1, 2004, such absence, up to a limit of three (3) months, shall not be deducted from the employee's eligible sick leave for such injury. A committee of review comprised of the CSEA executive board and the Administration shall meet annually or more often as needed, to review workers compensation usage on a case by case basis wherever such review is warranted.

Once the injured employee is given medical clearance to return to full time work, every effort should be made to schedule medical treatments outside of the employee's scheduled workday. When it is not possible to schedule beyond the day, appointments should be made during the employee's break or lunch period. A committee of review shall meet periodically to monitor this practice.

#### H. Protection Of Employees

In accordance with Section 3028 of the Education Law, notwithstanding any inconsistent provision of any general, special or local law, the District shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of a member of the bargaining unit in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while in the discharge of his/her duties within the scope of his/her employment. The District, however, shall not be subject to the duty imposed by this section, unless such employee shall, within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand or pleading deliver the original or a copy of the same to such Board of Education, or authorized agent of said Board.

If an assault on an employee results in loss of time, the employee shall be paid in full and such paid absence shall not be deducted from any sick leave to which such employee is entitled under this contract. Any Workman's Compensation benefits due to an employee during this period shall be paid to the School District to the extent of the amount paid out by the District. During the existence of this contract, no employee will be replaced as a result of arrangements with outside contractors. All bathrooms and cafeteria facilities are to be available for use by CSEA members.

#### I. Retirement Benefits

The School District shall participate in the New Career Plan as described in Section 75-i of the Retirement and Social Security Law. Retirement credit for military service will be granted subject to approval by the State Legislature.

#### J. Disability Insurance

The District shall pay the cost of short and long term disability insurance coverage for unit employees under a plan mutually agreed to by the District and the CSEA. Such plans shall be implemented as soon as administratively possible after ratification of

this Agreement by the parties.

**K. Superintendent's Conference Day**

The District shall permit the CSEA to have access to unit members on one of the designated Superintendent's conference days each school year for the purpose of providing information to unit members about insurance benefit options available to them from the CSEA.

**VI. SALARY**

**A. Salary**

Employees shall be paid in accordance with the attached salary schedules (Appendices A-E) plus appropriate step increment, for each year of the Contract.

The 2023-24 salary schedule shall be created by first restructuring Steps 9-25 of the 2022-23 salary schedule to have an increment equal to one-half (0.50%) percent above the preceding step, and then increasing each step of the salary schedule by one (1.00%) percent. (Appendix A).

The increases for each subsequent year of the contract shall be as follows:

- Effective July 1, 2024 – 1.50% (Appendix B)
- Effective July 1, 2025 – 1.50% (Appendix C)
- Effective July 1, 2026 – 1.50% (Appendix D)
- Effective July 1, 2027 – 1.50% (Appendix E)

To be eligible for any retroactive increases the unit member must be on the payroll as of the date of ratification of this Agreement.

**1. In the First Year**

New Employees whose effective date of hire is from January 1 to June 30 shall remain on the same step of the salary schedule for the fiscal year following their appointment. Thereafter, July 1 shall be their anniversary date.

**2. Stipends**

- a) Foremen, Maintenance Supervisor, Grounds Keeper Supervisor, and Head Custodians shall be compensated \$2,615.90. Effective July 1, 2023, this stipend shall be increased to \$2,615.90. Effective July 1, 2018, any individual employed in the title of Supervisor 1 shall no longer be eligible for the Foreman stipend.
- b) Night Custodian in charge at Sousa shall receive \$757.50 for supervisory duties. The Assistant Supervisor (Grounds) shall receive \$757.50 for supervisory duties.
- c) Effective July 1, 2024, July 1, 2025, July 1, 2026, and July 1, 2027, respectively, each of the stipends set forth in paragraphs A and B above shall be increased by one and one-half (1.50%) percent.

**3. Motor Equipment Operator**

Upon recommendation of the Director of Facilities and the Supervising Groundskeeper, a Groundskeeper with at least three (3) years of service in such title who is permanently assigned by the District to operate large equipment for sixty-five (65%) percent to eighty (80%) percent or more of his normal workday on average shall be paid on the Motor Equipment Operator column of the salary schedule. Such pay rate shall commence upon acceptance by the Board of Education of the recommendation of the Director of Facilities and the Supervising Groundskeeper.

**VII. NEGOTIATIONS**

**A. Length Of Agreement**

This contract and each of its provisions shall be effective as of July 1, 2023, and shall continue in full force and effect until June 30, 2028. It is the sole and entire agreement between the parties.

This contract may be amended by mutual consent and agreement of the District and the Association. Either party desiring amendment during the term of this Agreement shall notify the second party at least thirty (30) days prior to the date of the requested amendment, and the second party shall signify his/her willingness or refusal to consider the proposed amendment within ten (10) days of such notification.

**B. Memorandum Of Understanding**

It is recognized by both parties to this Agreement that the exclusion of provisions in this Agreement which might pertain to matters concerned with terms and conditions of employment, shall in no matter prejudice the rights or foreclose either party to subsequently bargain in good faith on these or other bargainable matters when the contract shall properly be open for negotiations.

The District and the Association, for the life of the Agreement, each voluntarily and unqualifiedly agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter contained in the formal proposals of either party leading to this Agreement.

If any provision of the Agreement is or shall at any time be contrary to law or the regulations of the Commissioner of Education, then such provision shall not be applicable or performed or enforced except to the extent permitted by law or

regulations. In the event that any provision of this Agreement is or shall at any time be contrary to law or the regulations of the Commissioner of Education, all other provisions of this Agreement shall continue in effect.

The contract between the Custodial, Maintenance and Transportation Employees of the Civil Service Employee's Association and the Port Washington Union Free School District was approved on July 11, 2023.

## VIII. GRIEVANCE PROCEDURE

### A. Statement Of Policy

In order to provide the best possible educational climate and program for the Port Washington School District, and to establish harmonious and effective relationships among those working toward this goal, the purpose of these grievance procedures is to resolve satisfactorily group or individual differences which would tend to unsettle or undermine the effective functioning of the school system. These procedures are based on sound, comprehensive and generally available personnel practices. Employees covered by this Agreement are guaranteed the right to be heard, and to present their grievances in accordance with this plan with freedom from coercion, discrimination, restraint, interference, or reprisal. Decisions shall be rendered judiciously and promptly.

### B. Statement Of Basic Principles

1. Any custodial, maintenance, or transportation employee or group of custodial, maintenance, or transportation employees covered by this Agreement has the right to present grievances in accordance with these procedures.
2. The employee(s) of the Board has the right to use legal counsel in these proceedings, and the employee(s) may be represented by the Association at any step herein.
3. All participants have equal freedom to consult and use pertinent data.
4. All discussions shall be kept confidential.
5. An employee who participates in grievance procedures shall not be subject to discipline, reprisal, or loss of pay because of such participation.
6. Administrators have the responsibility to consider and take action promptly, within authority delegated to them, on grievances presented to them.
7. It shall be the responsibility of the Superintendent, as chief administrative officer, to take such steps as are necessary to implement all procedural stages of the Grievance Machinery Procedures.
8. At the request of the petitioner, upon proceeding to the next stage, the entire folder and all attachments will be forwarded promptly to the person hearing said stage.

At any stage which becomes terminal by virtue of failure to initiate the next stage by the petitioner within the allotted time, the complete folder and attachments must be forwarded promptly to the Superintendent of Schools for filing.

### C. Definitions

#### 1. *Grievance*

The term grievance shall mean a complaint by a custodial, maintenance, or transportation employee that there has been as to him/her a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, except that the term "grievance" shall not apply to any matter as to which (1) a method or review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or (2) the Board is without authority to act.

Grievance procedures shall not apply to:

- a. matters involving the employee's rate of compensation
- b. matters pertaining to retirement benefits.

#### 2. *Administrator*

The term shall mean any person responsible for or exercising any degree of evaluation and/or regulation or authority over another employee.

#### 3. *Assignment*

The term shall mean the nature of work an employee has been directed to do, or the time or place at which he/she has been directed to do it, or the personnel with which the work is expected to be done.

#### 4. *Representative*

The term shall mean the person or persons designated by the petitioner to act or speak on his/her behalf in grievance procedures.

#### 5. *Appeal*

The term shall mean the referral of a grievance matter to the next higher stage of consultation in the event that the petitioner is not satisfied with the solution offered by the lower stage of consultation.

#### 6. *Stage*

The term shall mean each successive level of consultation for the purpose of resolving a grievance.

7. **Revision**

The term shall mean any change in, deletion from, or addition to the procedures set forth here for the adjustment of grievances.

8. **Petitioner**

The person or group who is considered aggrieved as a result of an alleged incident or incidents.

9. **Respondent**

The person or persons against whom the alleged grievance or complaint is made or who may be responsible for the alleged grievance.

10. **Determination**

The decision and recommendation, if any, at any stage.

11. **Appellant**

Petitioner or respondent who is dissatisfied with the adverse action of the Appeal Committee or the determination of the Superintendent of Schools and takes the matter to the next stage.

D. General Table Of Organization Of Stages And Procedures For Aggrieved Employee

1. Respondent
2. Business Administrator
3. Superintendent of Schools or his/her designee
4. Board of Education

E. Grievance Stages

1. **Informal Conference**

Any grievance shall first be handled by an informal conference between petitioner and respondent before it gets to the first stage.

2. **First Stage**

The grievant shall state his/her grievance in writing on a form provided by the District and present it to the Director of Facilities. The grievance shall clearly state the alleged violation and the requested redress, if any.

The presentation of such a grievance shall take place within sixty (60) days following the act or condition which is the basis of the grievance.

The Director of Facilities shall respond to the grievance within ten (10) working days of receipt. If no response is provided within that period, the grievant may proceed to the Second Stage as if the grievance had been denied at the First Stage.

3. **Second Stage**

If the grievance is denied, or the first step answer is unsatisfactory to the grievant, he/she may process the grievance to the second stage providing this is done within five (5) working days of receipt of the first stage reply. The second stage shall be to the Business Administrator.

The Business Administrator shall consult with all parties of interest and attempt to settle the grievance. He/she shall, within five working days reply to the grievance in writing, stating in full his/her reasons for his/her reply.

4. **Third Stage**

If the grievant is not satisfied with the second stage reply, he/she may within five (5) working days of its receipt, process the grievance to the Superintendent of Schools. The Superintendent shall review with all parties of interest, the full facts of the case and make his/her reply in writing within five (5) working days of the completion of his/her investigation and hearings.

5. **Fourth Stage**

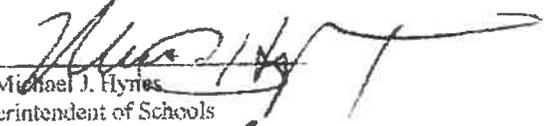
If the grievant is not satisfied with the third stage reply, he/she may process his/her grievance to the fourth and final stage, consisting of the Board of Education of the District, by referring his/her grievance to the Board through the Clerk of the District within five (5) working days of the receipt of the third stage reply.

The Board will, within thirty (30) days of the receipt of such grievance, arrange a meeting with all prior parties of interest to evidence to hear the grievance. The Board will take into account all evidence and argument theretofore presented by both parties. The Board will then render, as soon as practical, but not later than 30 days, a final decision, in writing, of the grievance. The Board will state in its reply the basis for its decision.

**IX. TAYLOR LAW 204-A NOTICE**

IT IS AGREED BY AND BETWEEN THE PARTIES, IN ACCORDANCE WITH ARTICLE 14, SECTION 204-A OF THE TAYLOR LAW, 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.

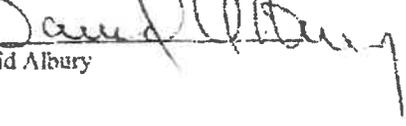
IN WITNESS WHEREOF, the parties herunto set their hands and seals this 11<sup>th</sup> day of July 2023.

Signed:   
Dr. Michael J. Hynes  
Superintendent of Schools

Signed:   
Dr. Christopher Shields  
Asst. Supt. For Human Resources and  
Leadership Development

Signed:   
Richard Acevedo  
CSEA, Unit President

Signed:   
Leslie Eason  
CSEA, Labor Relations Specialist

Signed:   
David Albury

# Appendix A

## Port Washington UFSD Custodial, Maintenance & Transportation Employees Salary Schedule 2023-24 School Year

1.00%

Step	Cleaner, Cleaner Amdt Bus Amdt-Messenger	Custodian	Ass't Head Custodian	Mnt. Helper, Bus Driver, Grnds Keeper	Elementary Head Custodian	Mid School Head Custodian	Sup'v 1, Supervisor Groundskpr	High School Head Custodian	Motor Eq. Mntr, Sr. Maintr, Asst Supv. Grnskpr, Bus Dispatcher
	B1	B2	B2A	B3	B4	B5	B6	B7	B8
1	42,645	46,087	48,877	48,741	52,489	57,247	60,599	59,081	52,489
2	45,623	49,288	52,077	52,011	56,069	60,981	64,651	63,012	56,069
3	48,589	52,464	55,257	55,253	59,652	64,720	68,538	66,945	59,652
4	51,555	55,656	58,446	58,508	63,216	68,459	72,428	70,874	63,216
5	54,521	58,842	61,631	61,756	66,800	72,204	76,314	74,799	66,800
6	57,493	62,026	64,813	65,009	70,368	75,942	80,205	78,727	70,368
7	60,456	65,206	67,995	68,258	73,948	79,669	84,100	82,658	73,948
8	62,270	68,393	71,181	71,507	77,524	83,409	87,981	86,583	77,524
9	62,581	68,735	71,537	71,865	77,911	83,826	88,421	87,016	77,911
10	62,894	69,079	71,894	72,224	78,301	84,245	88,863	87,451	78,301
11	63,208	69,424	72,254	72,585	78,692	84,666	89,307	87,889	78,692
12	63,524	69,771	72,615	72,948	79,086	85,090	89,754	88,328	79,086
13	63,842	70,120	72,978	73,313	79,481	85,515	90,203	88,770	79,481
14	64,161	70,471	73,343	73,679	79,879	85,943	90,654	89,213	79,879
15	64,482	70,823	73,710	74,048	80,278	86,372	91,107	89,660	80,278
16	64,804	71,177	74,078	74,418	80,679	86,804	91,563	90,108	80,679
17	65,128	71,533	74,449	74,790	81,083	87,238	92,020	90,558	81,083
18	65,454	71,891	74,821	75,164	81,488	87,674	92,480	91,011	81,488
19	65,781	72,250	75,195	75,540	81,896	88,113	92,943	91,466	81,896
20	66,110	72,612	75,571	75,917	82,305	88,553	93,408	91,924	82,305
21	66,441	72,975	75,949	76,297	82,717	88,996	93,875	92,383	82,717
22	66,773	73,339	76,329	76,678	83,130	89,441	94,344	92,845	83,130
23	67,107	73,706	76,710	77,062	83,546	89,888	94,816	93,309	83,546
24	67,442	74,075	77,094	77,447	83,964	90,338	95,290	93,776	83,964
25	67,780	74,445	77,479	77,834	84,383	90,789	95,766	94,245	84,383

# Appendix B

**Port Washington UFSO**  
Custodial, Maintenance & Transportation Employees  
**Salary Schedule 2024-25 School Year**

1.50%

Step	Cleaner, Cleaner AtnDt Bus AtnDt- Messenger	Custodian	Ass't Head Custodian	Mnt. Helper, Bus Driver, Grnds Keepr	Elementary Head Custodian	Mid School Head Custodian	Sup'v 1, Supervisor Groundskpr	High School Head Custodian	Motor Eq. Mntr, Sr. Maintr, Asst Supv. Grnskpr, Bus Dispatcher
	B1	B2	B2A	B3	B4	B5	B6	B7	B8
1	43,285	46,778	49,610	49,472	53,276	58,106	61,508	59,967	53,276
2	46,307	50,027	52,858	52,791	56,910	61,896	65,621	63,957	56,910
3	49,318	53,251	56,086	56,082	60,547	65,691	69,566	67,949	60,547
4	52,328	56,491	59,323	59,386	64,164	69,486	73,514	71,937	64,164
5	55,339	59,725	62,555	62,682	67,802	73,287	77,459	75,921	67,802
6	58,355	62,956	65,785	65,984	71,424	77,081	81,408	79,908	71,424
7	61,363	66,184	69,015	69,282	75,057	80,864	85,362	83,898	75,057
8	63,204	69,419	72,249	72,580	78,687	84,660	89,301	87,882	78,687
9	63,520	69,766	72,610	72,943	79,080	85,083	89,747	88,321	79,080
10	63,837	70,115	72,972	73,307	79,476	85,509	90,196	88,763	79,476
11	64,156	70,465	73,338	73,674	79,872	85,936	90,647	89,207	79,872
12	64,477	70,818	73,704	74,042	80,272	86,366	91,100	89,653	80,272
13	64,800	71,172	74,073	74,413	80,673	86,798	91,556	90,102	80,673
14	65,123	71,528	74,443	74,784	81,077	87,232	92,014	90,551	81,077
15	65,449	71,885	74,816	75,159	81,482	87,668	92,474	91,005	81,482
16	65,776	72,245	75,189	75,534	81,889	88,106	92,936	91,460	81,889
17	66,105	72,606	75,566	75,912	82,299	88,547	93,400	91,916	82,299
18	66,436	72,969	75,943	76,291	82,710	88,989	93,867	92,376	82,710
19	66,768	73,334	76,323	76,673	83,124	89,435	94,337	92,838	83,124
20	67,102	73,701	76,705	77,056	83,540	89,881	94,809	93,303	83,540
21	67,438	74,070	77,088	77,441	83,958	90,331	95,283	93,769	83,958
22	67,775	74,439	77,474	77,828	84,377	90,783	95,759	94,238	84,377
23	68,114	74,812	77,861	78,218	84,799	91,236	96,238	94,709	84,799
24	68,454	75,186	78,250	78,609	85,223	91,693	96,719	95,183	85,223
25	68,797	75,562	78,641	79,002	85,649	92,151	97,202	95,659	85,649

# Appendix C

## Port Washington UFSD Custodial, Maintenance & Transportation Employees Salary Schedule 2025-26 School Year

Step	Cleaner, Cleaner, Amdt. Bus Amdt.- Messenger	Custodian	Ass't Head Custodian	Mnt. Helper, Bus Driver, Grnds Keeper	Elementary Head Custodian	Mid School Head Custodian	Sup/v 1, Supervisor Groundskpr	High School Head Custodian	Motor Eq. Mntr, Sr. Maintr. Asst Supv. Grmskpr. Bus Dispatcher
	B1	B2	B2A	B3	B4	B5	B6	B7	B8
1	43,934	47,480	50,354	50,214	54,075	58,978	62,431	60,867	54,075
2	47,002	50,777	53,651	53,583	57,764	62,824	66,605	64,916	57,764
3	50,058	54,050	56,927	56,923	61,455	66,676	70,609	68,968	61,455
4	53,113	57,338	60,213	60,277	65,126	70,528	74,617	73,016	65,126
5	56,169	60,621	63,493	63,622	68,819	74,386	78,621	77,060	68,819
6	59,230	63,900	66,772	66,974	72,495	78,237	82,629	81,107	72,495
7	62,283	67,177	70,050	70,321	76,183	82,077	86,642	85,156	76,183
8	64,152	70,460	73,333	73,669	79,867	85,930	90,641	89,200	79,867
9	64,473	70,812	73,699	74,037	80,266	86,359	91,093	89,646	80,266
10	64,795	71,167	74,067	74,407	80,668	86,792	91,549	90,094	80,668
11	65,118	71,522	74,438	74,779	81,070	87,225	92,007	90,545	81,070
12	65,444	71,880	74,810	75,153	81,476	87,661	92,467	90,998	81,476
13	65,772	72,240	75,184	75,529	81,883	88,100	92,929	91,454	81,883
14	66,100	72,601	75,560	75,906	82,293	88,540	93,394	91,909	82,293
15	66,431	72,963	75,938	76,286	82,704	88,983	93,861	92,370	82,704
16	66,763	73,329	76,317	76,667	83,117	89,428	94,330	92,832	83,117
17	67,097	73,695	76,699	77,051	83,533	89,875	94,801	93,295	83,533
18	67,433	74,064	77,082	77,435	83,951	90,324	95,275	93,762	83,951
19	67,770	74,434	77,468	77,823	84,371	90,777	95,752	94,231	84,371
20	68,109	74,807	77,856	78,212	84,793	91,229	96,231	94,703	84,793
21	68,450	75,181	78,244	78,603	85,217	91,686	96,712	95,176	85,217
22	68,792	75,556	78,636	78,995	85,643	92,145	97,195	95,652	85,643
23	69,136	75,934	79,029	79,391	86,071	92,605	97,682	96,130	86,071
24	69,481	76,314	79,424	79,788	86,501	93,068	98,170	96,611	86,501
25	69,829	76,695	79,821	80,187	86,934	93,533	98,660	97,094	86,934

# Appendix D

## Port Washington UFSD Custodial, Maintenance & Transportation Employees Salary Schedule 2026-27 School Year

1.50%

Step	Cleaner, Cleaner Aundt Bus Amdt- Messenger	Custodian	Ass't Head Custodian	Mnt. Helper, Bus Driver, Grnds Kepr	Elementary Head Custodian	Mid School Head Custodian	Sup'v 1, Supervisor Groundskpr	High School Head Custodian	Motor Eq. Mntr, Sr. Maintr, Asst Supv. Grnskpr, Bus Dispatcher
	B1	B2	B2A	B3	B4	B5	B6	B7	B8
1	44,593	48,192	51,109	50,967	54,886	59,863	63,367	61,780	54,886
2	47,707	51,539	54,456	54,387	58,630	63,766	67,604	65,890	58,630
3	50,809	54,861	57,781	57,777	62,377	67,676	71,668	70,003	62,377
4	53,910	58,198	61,116	61,181	66,103	71,586	75,736	74,111	66,103
5	57,012	61,530	64,445	64,576	69,851	75,502	79,800	78,216	69,851
6	60,118	64,859	67,774	67,979	73,582	79,411	83,868	82,324	73,582
7	63,217	68,185	71,101	71,376	77,326	83,308	87,942	86,433	77,326
8	65,114	71,517	74,433	74,774	81,065	87,219	92,001	90,538	81,065
9	65,440	71,874	74,804	75,148	81,470	87,654	92,459	90,991	81,470
10	65,767	72,235	75,178	75,523	81,878	88,094	92,922	91,445	81,878
11	66,095	72,595	75,555	75,901	82,286	88,533	93,387	91,903	82,286
12	66,426	72,958	75,932	76,280	82,698	88,976	93,854	92,363	82,698
13	66,759	73,324	76,312	76,662	83,111	89,422	94,323	92,826	83,111
14	67,092	73,690	76,693	77,045	83,527	89,868	94,795	93,288	83,527
15	67,427	74,057	77,077	77,430	83,945	90,318	95,269	93,756	83,945
16	67,764	74,429	77,462	77,817	84,364	90,769	95,745	94,224	84,364
17	68,103	74,800	77,849	78,207	84,786	91,223	96,223	94,694	84,786
18	68,444	75,175	78,238	78,597	85,210	91,679	96,704	95,168	85,210
19	68,787	75,551	78,630	78,990	85,637	92,139	97,188	95,644	85,637
20	69,131	75,929	79,024	79,385	86,065	92,597	97,674	96,124	86,065
21	69,477	76,309	79,418	79,782	86,495	93,061	98,163	96,604	86,495
22	69,824	76,689	79,816	80,180	86,928	93,527	98,653	97,087	86,928
23	70,173	77,073	80,214	80,582	87,362	93,994	99,147	97,572	87,362
24	70,523	77,459	80,615	80,985	87,799	94,464	99,643	98,060	87,799
25	70,876	77,845	81,018	81,390	88,238	94,936	100,140	98,550	88,238

# Appendix E

## Port Washington UFSD Custodial, Maintenance & Transportation Employees Salary Schedule 2027-28 School Year

1.50%

Step	Cleaner, Cleaner Atrndt Bus Atrndt- Messenger	Custodian	Ass't Head Custodian	Mnt. Helper, Bus Driver, Grnds Keepr	Elementary Head Custodian	Mid School Head Custodian	Sup'v 1, Supervisor Groundskpr	High School Head Custodian	Motor Eq. Mntr, Sr. Maintr, Asst Supv. Grnskpr, Bus Dispatcher
	B1								
1	45,262	48,915	51,876	51,732	55,709	60,761	64,318	62,707	55,709
2	48,423	52,312	55,273	55,203	59,509	64,722	68,618	66,878	59,509
3	51,571	55,684	58,648	58,644	63,313	68,691	72,743	71,053	63,313
4	54,719	59,071	62,033	62,099	67,095	72,660	76,872	75,223	67,095
5	57,867	62,453	65,412	65,545	70,899	76,635	80,997	79,389	70,899
6	61,020	65,832	68,791	68,999	74,686	80,602	85,126	83,559	74,686
7	64,165	69,208	72,168	72,447	78,486	84,558	89,261	87,729	78,486
8	66,091	72,590	75,549	75,896	82,281	88,527	93,381	91,896	82,281
9	66,422	72,952	75,926	76,275	82,692	88,969	93,846	92,356	82,692
10	66,754	73,319	76,306	76,656	83,106	89,415	94,316	92,817	83,106
11	67,086	73,684	76,688	77,040	83,520	89,861	94,788	93,282	83,520
12	67,422	74,052	77,071	77,424	83,938	90,311	95,262	93,748	83,938
13	67,760	74,424	77,457	77,812	84,358	90,763	95,738	94,218	84,358
14	68,098	74,795	77,843	78,201	84,780	91,216	96,217	94,687	84,780
15	68,438	75,168	78,233	78,591	85,204	91,673	96,698	95,162	85,204
16	68,780	75,545	78,624	78,984	85,629	92,131	97,181	95,637	85,629
17	69,125	75,922	79,017	79,380	86,058	92,591	97,666	96,114	86,058
18	69,471	76,303	79,412	79,776	86,488	93,054	98,155	96,596	86,488
19	69,819	76,684	79,809	80,175	86,922	93,521	98,646	97,079	86,922
20	70,168	77,068	80,209	80,576	87,356	93,986	99,139	97,566	87,356
21	70,519	77,454	80,609	80,979	87,792	94,457	99,635	98,053	87,792
22	70,871	77,839	81,013	81,383	88,232	94,930	100,133	98,543	88,232
23	71,226	78,229	81,417	81,791	88,672	95,404	100,634	99,036	88,672
24	71,581	78,621	81,824	82,200	89,116	95,881	101,138	99,531	89,116
25	71,939	79,013	82,233	82,611	89,562	96,360	101,642	100,028	89,562



PORT WASHINGTON UNION FREE SCHOOL DISTRICT

**BOARD OF EDUCATION**

**2023-2024**

*Adam Smith, President*

*Julie Epstein, Vice President*

*Emily Beys, Adam E. Block, Deborah Brooks,*

*Rachel R. Gilliar, Nanette Melkonian*

*Michael J. Hynes, Ed.D., Superintendent of Schools*

*Kathleen A. Manuel, Assistant Superintendent for Business*

*Christopher B. Shields, Ed.D., Assistant Superintendent for*

*Human Resources & Leadership Development*

*Sean C. Feeney, Ph.D., Assistant Superintendent for Curriculum,*

*Instruction and Assessment*

*Stephanie Allen, Psy.D., Assistant Superintendent of Pupil Personnel Services*

Administrative Offices

100 Campus Drive, Port Washington, N.Y. 11050

[www.portnet.org](http://www.portnet.org)

PORT WASHINGTON UNION FREE SCHOOL DISTRICT

**DISTRICT PRINTING**

PAUL D. SCHREIBER HIGH SCHOOL