AGREEMENT

by and between the

LYNBROOK UNION FREE SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME, AFL-CIO

Lynbrook UFSD Custodial Unit #7617-00
Nassau County Educational Local 865

July 1, 2022 - June 30, 2027

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THIS AGREEMENT entered into the _____day of _____, 2023 by and between the LYNBROOK PUBLIC SCHOOLS, U.F.S.D., Lynbrook, New York (hereinafter called the "District") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO and its Lynbrook School Unit (hereinafter called the "'CSEA" or "Union"), wherein it is mutually agreed as follows:

WITNESSETH:

ARTICLE I - RECOGNITION AND UNION STATUS

A. The District recognizes the CSEA as the sole and exclusive representative bargaining agent for all full and part-time custodial employees, including Head Custodians, Custodians, Assistant Head Custodians, Cleaners, Groundspersons, General Maintenance and Supervisory Groundspersons for the maximum period of time provided by law.

B. All items involving wages, hours, pension, fringe benefits and other working conditions on which agreements are reached during the annual bargaining sessions shall be reduced to writing in mutually acceptable language, and shall be entered in the minutes of the Board at a regular Board of Education meeting.

C. The District will notify the union semiannually of the names, titles, dates of hire and social security numbers of unit members as it appears on the dental plan.

ARTICLE II - PAYROLL DEDUCTIONS OF DUES

A. The District agrees to deduct from the salaries of its unit members' dues for the CSEA, if said unit members individually and voluntarily authorize the District to deduct, and to transmit dues to the CSEA. 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.

B. 1. 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 CSEA, Inc.

2. Ten (10) 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 ten (10) month periods.

C. The CSEA assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the CSEA, Inc. The District will deduct the dues on the basis of individually signed dues deduction authorization cards.

D. If earnings for any period are insufficient to cover dues or fee, payment for such dues or fee shall be made by the unit member directly to the Union.

E. The Union shall indemnify and save the School District harmless against any and all claims, demands, lawsuits or other forms of liability that shall arise out of or by reason of action taken or not take by the School District for the purpose of complying with any of the provisions of this Article, or in reliance upon any list, notice or assignment furnished under any provision of such.

ARTICLE III - WORK WEEK

A. The hours of work for the day shift shall be from 7 a.m. to 4 p.m., respectively, for the Custodians and Maintainers, except where permanent adjustments are required. Maintainers hired after July 1, 1987 may be assigned a workday from 9 a.m. to 6 p.m. The workweek shall be forty (40) hours; five (5) consecutive eight (8) hour days, Monday through Friday, for all months except July and

August, which shall be as set forth below:

1. July 1st through August 31st, all employees covered by this Agreement shall work five (5) consecutive days, Monday through Friday, seven (7) hours per day, thirty-five (35) hours per week. The workday shall be from 7 a.m. to 3 p.m. with a fifteen (15) minute coffee break in the morning. Overtime shall be paid during this period for all work performed in excess of eight (8) hours per day or forty (40) hours per week.

B. The Head Custodian in each building shall arrange for an appropriate lunch period of one (1) hour for the Day Custodian in his/her building.

C. The hours of work for the evening shift are from 3 p.m. to 11 p.m. except where permanent adjustments are required, with an appropriate lunch period of one (1) hour designated by the Head Custodian or his/her Assistant in charge. The workweek shall be thirty-five (35) hours: five (5) consecutive seven (7) hour days, Monday through Friday.

D. No permanent adjustments will be made without prior notice to the Union President.

E. 1. Overtime shall be computed daily after eight (8) hours, Monday through Friday.

2. Snow removal is an essential responsibility of the unit. When snow removal is necessary, the Director of Facilities shall contact head custodians and provide reasonable notice of call-in time. Once established, the call-in time shall not be altered. The head custodians are responsible for keeping their District-provided cell phone operational, charged, and on.

a. Snow removal work shall be paid in accordance with the following:

i. Snow removal work performed outside normal working hours. Monday through Saturday, and holidays shall be paid at time and one-half.

ii. Snow removal work performed on a Sunday shall be paid at double time, with a minimum of two (2) hours.

iii. All members of the unit are required to work on a District-declared emergency snow day. Employees who work on a District-declared emergency snow day shall be paid for the day and time and one-half time for all hours worked. A minimum of two (2) hours' work is guaranteed for those employees.

iv. Employees who are unable to work and who call in within one hour of their expected reporting time shall be paid eight (8) hours at their regular rate and one (1) day will be deducted from their sick leave.

3. Unit members shall be required to work overtime as needed on a rotational basis within each building.

4. Overtime due to emergency shall be paid at prevailing overtime rate with a guaranteed minimum of two (2) hours pay.

F. 1. Time and one-half shall be paid on Saturday, provided the unit member has received credit for at least forty (40) hours during the regular workweek.

2. Double time will be paid for work done on a Sunday.

3. Time and one-half shall be paid for work done on a holiday in addition to holiday pay received.

G. Custodian employees shall have a uniform coffee break not in excess of fifteen (15) minutes in the morning and in the afternoon. Similar provisions shall be made for the evening shift. Employees must inform their immediate supervisor when leaving the building at times other than their designated lunch hour.

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

I. If a school building is closed but students remain in session via remote learning (a 'remote day'), the Superintendent may direct unit members to report to work for their regularly scheduled work day. The Director of Facilities, or designee, may direct unit members to perform alternative assignments if there is insufficient "regular work" to be completed. "Regular work" shall be defined as work typically done by unit members. The Superintendent's decision to direct unit members to report to work on remote learning days is not subject to the grievance procedure. However, the alternative assignments given to unit members by the Director of Facilities may be appealed to the Superintendent, whose decision shall be final and not subject to the grievance procedure.

ARTICLE IV- SUBSTITUTE EMPLOYEES

A. 1. A list of outside (i.e., non-unit personnel) substitutes shall be maintained by the Director of Facilities or other person appointed by the District ("outside substitute list").

2. Unit members who want to be on the substitute list for work in

addition to their own building shall sign a District-wide substitute list ("District-wide substitute list"). The outside substitute list will be canvassed first; if no substitutes are available, the District-wide list will be canvassed.

B. In the event the work force is short staffed, no unit member shall be required to perform the work assignment of an absent staff member on his/her shift unless the unit member's own assigned work is completed and the unit member is afforded compensation at the rate of time and one-half (1 ½) to complete the area not covered by the absentee. Every effort will be made to insure that no unit member works alone in a building on the evening shift.

ARTICLE V - PROTECTION OF EMPLOYEES

A. As provided in §3028 of the Education Law of the State of New York, the Board of Education shall provide an attorney or attorneys for and pay such attorneys' fees and expenses necessarily incurred in the defense of a custodial unit member 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. Such service shall be provided if within ten (10) days of the time that said unit member is served with any summons, complaint, process, notice, demand or pleading, the unit member delivers the original copy of same to the Board of Education.

B. Compensation for Lost Time - If an assault on a custodial unit member results in loss of time, the unit member shall be paid in full up to one hundred eighty (180) working days, and such paid absence shall not be deducted from any sick leave to which such unit member is entitled under this contract until the said period of one

hundred eighty (180) working days has expired. Any Workers' Compensation benefits due to a unit member during this period shall be paid to the School District to the extent of the amount paid out by the District.

ARTICLE VI - ON-THE-JOB INJURIES

Custodial employees shall receive the difference between Workers' Compensation benefits and their full salary up to the maximum leave so that they will not suffer loss of income with respect to absence resulting from on-the-job injuries. It is understood that the career maximum for any one injury shall be 130 days. Employees hired after July 1, 1981 shall have the first three (3) days of Workers' Compensation leave in any one year charged toward accumulated sick leave.

ARTICLE VII - UNIFORMS AND GEAR

A. 1. Custodians and Cleaners shall receive two (2) sets of uniforms per year.

2. Maintainers and Groundspersons shall receive four (4) sets of uniforms per year. They shall also receive a pair of work shoes and a jacket.

3. Custodians and Cleaners shall receive a pair of work shoes annually. If the unit member has sufficient work shoes, the District may authorize a jacket in lieu of work shoes up to an amount equal to the District's payment for work shoes pursuant to this Article.

4. If the unit member selects work shoes costing more than two hundred dollars ($200) dollars, the unit member may do so and pay the additional cost, provided the shoe is a safety shoe.

5. Unit members shall receive one new jacket of good quality and snow gear, in a safety color, once every three years.

B. Two (2) sets of foul weather gear shall be kept in each building. Heavy uniforms shall be provided by the District for use by Groundspersons in each school.

ARTICLE VIII - SAFETY

A. It shall be the duty of all custodial personnel to see that all working conditions are safe from unnecessary hazards. Such situations should be reported to the immediate supervisor, who will, in turn, report this condition to the Director of Facilities with a copy to be sent to the Superintendent of Schools and to the Building Principal.

B. No custodial unit member may be ordered to drive any vehicle which is any way defective for some operating condition.

1. Defective equipment shall include, but not be limited to:
   a. faulty brakes
   b. defective lights
   c. bald tires
   d. mirrors, horn, windshields or any other mechanical failure to deem the vehicle as unsafe for driving use
   e. seat belts, spare tire, jack, flares

ARTICLE IX-FRINGE BENEFITS

A. Existing policies pertaining to absence, leave and vacation entitlements shall remain in effect unless spelled out in a later Article.

B. Part-time custodial employees shall be granted all benefits such as fringe benefits, salary, sick leave, vacations, etc., on a pro-rata basis.

C. Unit members shall have access to the District's Section 125 plan, to make pre-tax deductions for payments of health, dental and other allowable benefits.

ARTICLE X – VACATIONS

A. 1. Vacations for all employees covered by this agreement shall be as follows:

From the end of the 1st year through completion of five (5) years of service.....2 weeks

From the beginning of the 6th year through completion of ten (10) years of service.....3 weeks

More than ten (10) years of completed service by July 1st....4 weeks

2. If a starting date for full-time employment occurs on or before the fifteenth (15th) of the month, a full day of vacation shall be credited for that month. If a starting date for full-time employment occurs after the fifteenth (15th) of the month, no vacation credit will be given for that month. The same principle will be applied to computing vacation for the last month of employment in the District.

No vacation allowance will be granted a unit member who is terminated prior to completion of one (1) full year of employment.

B. Employees' eligibility for vacations shall be determined as of July 1st of each year. New Hire employees' vacation, during the first year, shall be computed on the basis of one (1) day per month, not to exceed ten (10) days in the fiscal year.

C. No more than one week of vacation time may be requested during the school year (between September 1st and June 30th) without the approval of both the building principal and the Director of Facilities. For the purpose of vacation coverage, the District will first attempt to utilize outside substitutes. If no outside substitute is available, the District will use the substitute list of current unit members. Vacation time preference will be granted on the basis of employees' seniority in the District. The District retains its right to approve or disapprove all requested time off.

D. If a legal holiday should occur during a vacation period, such vacation shall be extended by one (1) day.

E. Annual vacation compensation will be paid together with the unit member's last paycheck prior to the start of the approved vacation, providing two (2) weeks' notice is given the payroll department and the vacation time to be taken is at least seven (7) consecutive days.

ARTICLE XI - HOLIDAYS

Effective July 1, 2011, all unit members shall be guaranteed sixteen (16) holidays as set forth in an agreement between the unit and district administration. Unit members shall receive double time for hours worked on the following holidays: New Year's Day (January 1st), Independence Day (July 4th), Thanksgiving Day, and Christmas Day (December 25th).

ARTICLE XII- LEAVE ALLOWANCE

A. Sick Leave

1a. All unit members shall be entitled to twelve (12) days per year for personal illness or disability and illness in the immediate family. The unit member shall be entitled to three (3) of the twelve (12) sick leave days at the end of his/her first week and thereafter shall be entitled to one (1) additional day each month through June to a maximum of twelve (12) per year.

1b. The annual unused portion of sick leave shall be accrued to a maximum of two hundred forty (240) days. Accumulated leave beyond the number granted for one (1) year may only be applied to personal illness or disability.

1c. Day shift employees must call the Head Custodian by 6:00 a.m. if they will be unable to work. Evening shift employees must call the Head Custodian by 12:00 p.m. if they will be unable to work. The Head Custodian will

notify the building principal and the Facilities Office concerning an employee's absence before the start of the school day or the start of an evening shift, as appropriate. If an employee is unable to contact the Head Custodian, the employee must notify the Facilities Office and the school office to report the absence. Head Custodians must call the Facilities Office and the school office to report their own absences.

Id. A unit member who leaves work because of illness/injury shall be paid for the time worked on that day. The unit member's remaining time for the day shall be charged to sick leave, if available. This does not apply to employees injured on the job.

2. Approved Absences – Deductibles from Cumulative Allowance

A. Temporary Personal Illness: Unit members absent for three (3) or more consecutive working days because of personal illness shall be required to submit a doctor's certificate explaining the nature of the illness upon return to duty.

B. Unit members who are bedridden or hospitalized by a major illness, or otherwise suffer a major physical injury (broken limbs, etc.) while on vacation, may, on written appeal to, and at the discretion of, the Superintendent of Schools, be granted use of their sick time for the remainder of their illness and their vacation time adjusted. The appeal must be made before the person returns to work.

C. A unit member whose sick leave has been exhausted will receive a full day's deduction up to five (5) days. After expiration of the five (5) full days, salary deduction, one-half (½) of the unit member's current per diem wage will be deducted for the next ten (10) working days. At this point, if the unit member's illness is of such catastrophic nature which would require a prolonged convalescence period, the Superintendent may, at

his/her discretion, return the unit member to full or partial pay status, subject to the approval by the Board of Education after every thirty (30) working days, up to a maximum of one hundred eighty (180) working days. It is contemplated that this privilege would be extended on the basis of such consideration as length of service in the District and the individual circumstances of the situation.

D. Family Illness - Quarantine: Unit members absent by reason of quarantine imposed by doctor's order due to illness caused by a contagious disease of a resident member of the household will submit a doctor's certificate explaining the order. Absence will be approved for duration of quarantine.

E. Critical Illness in Immediate Family or of "Substitute Parent": Critical illness applies to immediate family and "substitute parent" and shall be construed to mean any illness which the attending physician considers to be of such a serious nature as to require the unit member's attendance. Immediate family includes spouse and children, unit member's mother, father, sister, brother; "substitute parent" is defined as a person, whether relative or friend, with whom the unit member has lived for a minimum of twelve (12) consecutive months.

B. <u>Personal Reasons Leave Days</u>

1. A unit member shall be entitled to a maximum of three (3) days personal reasons leave. Personal reasons leave is defined as an absence for unavoidable reasons.

2. Unit members hired after July 1, 1981 shall be entitled to a maximum of personal reasons leave as follows:

1 day after 4 months employment

2 days after 8 months employment

3 days after 9 months employment

3. Request for time off for personal business on days immediately before or after holidays will not be approved. Unit members shall give the Assistant Superintendent of Schools advance notice of an absence to be taken for personal reasons or religious observance unless an emergency prevents giving such a notice.

4. If a custodial unit member is required to appear before the State Motor Vehicle Bureau, Department of Education or any other Federal, State, County, Town or Village agency and is personally involved, the unit member may use personal business days without loss of pay.

5. Court Appearance: Absence by reason of appearance as a plaintiff, defendant, or witness in an action not involving the School District will be approved for the number of days necessary. Unit members may use personal business days without loss of salary.

C. Approved Absences - Non-deductible from Cumulative Allowance

1. Death in Immediate Family or of "Substitute Parent": In addition to the approved absences of twelve (12) working days per year, as described in Article XII, a maximum of five (5) working days of absence without loss of pay or deduction of leave allowance will be granted for a death in the immediate family, which shall include the following members: spouse, child, parent, grandparent, grandchild, sibling, parent-in-law, as well as a person who is not related to the unit member but who permanently resides in the unit member's household. A maximum of three (3) days' leave will be granted without loss of pay or deduction form leave allowance for the death of a unit member's grandparent-in-law or sibling-in-law. A death which requires the absence of the unit member and is not covered under the immediate family may be charged to the unit member's leave allowance.

2. Court and/or Governmental Agency Appearance: The number of days necessary will be allowed without loss of pay if one of the following conditions exists:

A. The School District is involved and the unit member is a part or witness to the action.

B. The unit member is to appear as an expert witness before the Grand Jury (Federal, State or County).

C. The unit member is to appear as a witness to testify facts and/or testimony of general interest before a Federal, State or County Grand Jury.

D. If a unit member is required to appear before any Federal, State, County, Town or Village agency and is not personally involved, he/she shall do so for the number of days necessary without loss of personal business days or salary.

E. Medical examinations shall be held on school time.

F. Selective Service Examinations shall be excused without loss of pay for such purpose.

3. Jury Duty:

A. Notice of jury duty must be submitted to the school principal, Director of Facilities or the designated officer. The District will pay the difference between a unit member's regular salary and the jury service fee upon presentation by the unit member of evidence that he/she has received the jury service fee.

B. Unit members are to request "on-call" jury service where available.

4. Non-professional Meetings and Visitations within or outside the District: Approval to attend such meetings will be confined to areas of custodial unit member's subject or specialty, or at the discretion of the Superintendent.

School conferences are to be held on school time.

5. Provide for equivalent time off for custodial unit members for holidays that fall on Saturday; and to provide that unit members who must work on Saturday holidays be paid double time of their base pay. No regular work shall be scheduled for either Palm or Easter Sunday weekend.

ARTICLE XIII - ABSENTEEISM

The following procedure may be used by the Administration in the event of excessive absenteeism, including absenteeism under Article XII. A(l)(d). Excessive absenteeism is defined as (a) a pattern of absences, i.e., Monday-Friday syndrome; or (b) absences in excess of 3 days in each calendar quarter. The unit member may have the union president present at any step.

Step 1 - The unit member shall be notified that his absenteeism is deemed excessive. The unit member shall state the reasons for the absences.

Step 2 - The unit member shall be warned verbally and in writing that possible disciplinary action will be taken if there is no improvement.

Step 3 - In the event attendance is not improved, the Administration in its discretion may impose 1-3 days maximum suspension.

This procedure shall not limit any rights the District may otherwise have under this contract or by law including §75 proceedings.

ARTICLE XIV - HEALTH INSURANCE

A. Employees hired prior to July 1, 1995:

Employee Contribution:

Effective 7/1/22: 6% (no change)
Effective 7/1/23: 6% (no change)
Effective 7/1/24: 7%
Effective 7/1/25: 7% (no change)
Effective 7/1/26: 8%

Employees hired on or after July 1, 1995:

Employee Contribution

Effective 7/1/22: 11% (no change)
Effective 7/1/23: 11% (no change)
Effective 7/1/24: 12%
Effective 7/1/25: 12% (no change)
Effective 7/1/26: 13%

The District's contribution toward the health insurance premium for part-time employees will be proportionate to the District's contribution for full-time employees.

B. For unit members who retire with a minimum of 10 years of District service in a health insurance eligible position, the District will pay 98% of the health insurance premium cost until such time as the retiree becomes age 65, at which time the District shall contribute 80% of the cost of premium (family or individual), and the individual retiree shall contribute 20% of the premium cost, irrespective of hire date.

C. The District shall have the right to select an alternate carrier provided the plan is first shown to the union president and the benefits are comparable.

D. A unit member who is eligible for family health insurance* shall have the following options:

(a) receive family health insurance coverage *or,*

(b) withdraw entirely from participation in the District's health insurance plan and receive a waiver payment in the amount of $3,500.00; *or,*

(c) enroll in individual health insurance coverage.

*Unit members who are not eligible for family coverage are not eligible for an opt out payment. A unit member who opts to withdraw entirely from the District's health insurance plan may re-enter the plan in accordance with the rules set by the carrier, however, if withdrawal is for less than one year, no waiver payment will be made.

ARTICLE XV - DENTAL INSURANCE

The District agrees to pay the full cost annually to the CSEA Dental Insurance Program (Sunrise Plan) for each participating unit member.

ARTICLE XVI-RETIREMENT BENEFITS

The District agrees to pay the full cost of the custodial unit members' retirement contribution to the New York State Retirement System under the 1/60th Retirement Plan retroactive to 1938.

ARTICLE XVII - RETIREMENT PAY

A. Each unit member who is eligible for and who retires under the New York State Employees Retirement System may, upon termination of employment and three (3) months' written notice to the District, receive payment for accredited unused sick leave based upon the following formula:

1. The unused sick leave days which may be accumulated in any one year are as provided in Article XII. A - Leave Allowance.

2. Upon permanent retirement, the unit member shall be paid for each day accumulated in accordance with the following schedule:

Days 1 - 25 ..... $40.00 per day

Days 26 - 100 ..... $50.00 per day

Days 101 - 240 ..... $70.00 per day

to a maximum payment of $14,550 upon retirement.

3. If a unit member dies while employed by the District, the unit member's estate shall be paid the unit member's vacation accruals and one-half the benefit above.

4. Retirement benefits paid under this Article shall be paid into a Section

403(b) plan.

ARTICLE XVIII - ARMED FORCES SERVICE CREDIT

A. Custodial personnel who have served in the Armed Forces of the United States shall be entitled to veteran's credits as provided for under the laws of the State of New York.

B. Custodial unit members on regular appointment called to military duty will be credited upon their return with the same amount of sick leave allowance for the period of their military service as they would have been entitled to if they were in school service as provided under the laws of the State of New York.

ARTICLE XIX - SENIORITY

A. Seniority for all custodial unit members shall be based from the date of commencement of employment.

B. If layoffs become necessary, provisional and probationary custodial unit members shall be laid off before any permanent unit member shall lose any time. If, after all provisional and probationary employees have been laid off and other reductions in the work force are necessary, the employer shall lay off in accordance with the principles of seniority. The last person hired shall be the first person laid off and the last person laid off shall be the first person rehired. Seniority for the purposes of layoffs means seniority within a civil service title.

Before hiring any new custodial unit member, the available work must first be offered to employees on layoff by sending a written notice to the unit member by registered or certified mail, return receipt requested, directing him/her to return to work at a date and time not less than seven (7) days from the date of the mailing of

such notice.

ARTICLE XX - CUSTODIAL EMPLOYEES SALARY SCHEDULES

A. 1. Individuals whose initial date of employment is on or after July 1, 2011, shall be paid according to Schedule B, provided, however, that salary schedule B shall not apply to the following: (a) unit members on staff as of May 5, 2011 who move to a different bargaining unit position without a break in service of any duration, or (b) to individuals who were on the District's preferred list as of May 25, 2011.

2. All other unit members shall be paid in accordance with Salary Schedule A.

B. Longevity shall be paid at the start of the 10th, 15th and 20th years of service at the rate of Nine Hundred Dollars ($900.00); One Thousand Dollars ($1000.00); Eleven Hundred Dollars($1,100.00) respectively.

C. Post probationary unit members shall be entitled to a post-probationary bonus in the amount of Six Hundred Fifty Dollars ($650.00).

D. Each unit member shall be notified as soon as possible of the rate of pay he or she is to receive the following year.

E. Any unsatisfactory rating must be in writing to said unit member by his/her supervisor. Proof of charges, etc., and legal recourse will be given to said unit member.

F. Payday will be determined by mutual agreement and subject to majority vote of District employees. Checks will be delivered by the District to respective buildings before the end of the work shift on due date.

G. If a unit member is promoted to a position in a higher grade, he/she shall,

upon such promotion, be paid the new hire rate of his/her new title and upon completion of the probationary period shall be paid the salary stated in Schedule A for such position.

H. When it becomes necessary for maintenance mechanics to use their personal vehicles to travel from one school to another during the workday, the District will reimburse for mileage at the then-prevailing IRS rate.

I. Two (2) hours standby time will be paid to those custodians assigned to activities which are cancelled if they are not notified of the cancellation in advance.

J. All newly appointed custodial unit members may be granted credit for prior related work experience at the discretion of the Superintendent of Schools.

K. If the District hires an outside supervisor, he/she shall be placed on Schedule B at the new hire rate of his/her new title and upon completion of the probationary period shall be paid the salary stated in Schedule A for such position."

ARTICLE XXI - CLASSIFICATIONS

A. Any unit member directed in writing to assume the duties and responsibilities of a higher paying classification shall receive the new hire rate of pay of the higher paying classification on the effective date he/she assumed the duties and responsibilities of the higher paying classification.

B. All grade and Junior High Schools shall have a "Man in Charge" on the evening shift whenever possible. The High School shall have an Assistant Head Custodian on the evening shift and on the day shift if deemed necessary.

ARTICLE XXII - PERSONNEL FILES

A. Upon written request by the custodial unit member, he/she shall be permitted to examine his/her official employment and personnel file.

B. The School District shall reproduce for the custodial unit member, upon his/her written request, any material in the file.

C. There shall be only one custodial unit member personnel file.

D. No material derogatory to a custodial unit member's conduct, service, character or personality shall be placed in the file unless the unit member has had an opportunity to read the material. The unit member shall acknowledge that he/she read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she read the material to be filed and does not necessarily agree with its contents.

E. The unit member shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

ARTICLE XXIII - TRANSFER AND REASSIGNMENTS

A. The District recognizes that frequent reassignment and/or transfer of custodial unit members from one school to another is disruptive to the efficiency of the maintenance of the District and interferes with the optimum employee performance.

Although the CSEA also recognizes that some flexibility in regard to employees' transfers must remain with the Administration, a substantial degree of stability must be provided for all employees. Therefore, it is agreed as follows:

1. Job openings for all unit positions in the District shall be posted for five (5) days and a copy sent to the CSEA Unit President. In filing such positions, preference shall be given to presently employed employees over newly appointed employees and should be based on length of service in the Lynbrook Public School system, those applicants with the greater length of service being given preference, all other factors being equal. The Unit President shall be notified prior to appointments being made of the

person's name and expected appointment date. The District will post a notice identifying who has filled the posted jobs.

2. When transfer or long-term reassignment of employees in a school or grade is necessary, to the extent possible, all volunteers should first be transferred and/or reassigned. Subsequent transfers will be made on the basis of years of service in the District; those lowest in years of service shall be reassigned first.

3. If the Director of Facilities deems the transfer or long-term reassignment of a unit member necessary without regard to volunteers or seniority as described in A.2. above, the Director shall meet with the Unit President and present the rationale, which shall be final. Unit members who are transferred or reassigned shall be given as much advance notice as possible. In no case may a unit member be reassigned for more than six months.

4. If the Director of Facilities deems the short-term reassignment of a unit member necessary, the director may reassign the unit member, without regard to volunteers or seniority, so long as notice is provided before, or at the start of, the unit member's regular shift. Short-term reassignments are defined as two working weeks or less. Reassignments during a unit member's regular shift will follow the procedure in Article IV.B.

5. Unit members will not be transferred or reassigned between day shift and evening shift except by mutual agreement of the Director of Facilities and the Union President.

6. All requests for transfers shall be in writing directed to the attention of the Director of Facilities.

ARTICLE XXIV - ALTERNATIVE TO § 75 PROCEDURE

The District may suspend a unit member for up to two (2) weeks without pay for minor infractions in lieu of a §75 Civil Service Law procedure. The unit member shall have the option to elect this procedure or a §75 hearing. The maximum penalty the District may impose under this alternative procedure shall be a two (2) week suspension.

ARTICLE XXV - CSEA BUSINESS

A. Permission shall be granted at the discretion of the Superintendent for use of District facilities for meetings on days when school is in session.

B. At least one bulletin board shall be reserved at an accessible place in each school for the exclusive use of the CSEA for the purpose of posting material dealing with proper and legitimate CSEA business.

C. The CSEA shall have use of school mail boxes for the purpose of distributing its material provided that a copy of the material is submitted to the Superintendent of Schools beforehand.

D. The union shall provide the District with a list of shop steward(s). The elected President, designated by the CSEA in writing to the District, shall be permitted on prior request to his/her Supervisor, which shall not be unreasonably denied, to investigate and process grievances during working hours and to provide new unit members with CSEA forms, provided such activities do not interfere with or curtail his/her work responsibilities as an employee.

E. The CSEA, through its representatives, shall have the right, at reasonable intervals, to visit the working areas of the schools in the District where employees covered by this Agreement are assigned during the normal working hours of such

employees.

The CSEA shall, prior to visiting the District, notify the Assistant Superintendent of Schools or his/her designated representative. Normal visiting procedure in school building will be observed.

The CSEA representative shall at times confine his/her visits to CSEA business and at no time interrupt service.

F. All unit members on negotiating committees shall not lose pay as a result of attending negotiating sessions.

G. The President of the CSEA and one CSEA representative shall meet with the Assistant Superintendent for Business and/or his/her designee to discuss non-negotiable items. Under special circumstances they may meet more often by mutual agreement of the parties.

ARTICLE XXVI - MANAGEMENT RIGHTS

A. The CSEA recognizes its responsibility to at all times act in good faith in carrying out any and all provisions of this Agreement.

B. The CSEA recognizes the right of management to discipline, direct and control management policies subject to the obligations of the Agreement. Unit members will cooperate with management within the obligations of this Agreement to facilitate efficient operation.

ARTICLE XXVII - STRIKES AND LOCKOUTS

A. During the term of this Agreement there shall be no stoppage of work, lockout or strike.

B. Nothing herein shall be construed to limit the power or right of the parties to apply for injunctive relief pursuant to the provisions of law.

ARTICLE XXVIII - ARTICLE 14, SECTION 204-A OF THE CIVIL SERVICE LAW: "AGREEMENTS BETWEEN PUBLIC EMPLOYER AND EMPLOYEE ORGANIZATIONS"

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 XXIX - SEPARABILITY CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE XXX - GRIEVANCE PROCEDURE

A. Grievance Procedure

In order to maintain a harmonious working relationship between employees and their superiors, the School Administration and Board, a set of grievance procedures have been established. They have been established in order to give the unit member an opportunity to speak up on any situation in which he/she feels he/she is not being treated properly with respect to working conditions or any other matter. A unit member may use these grievance procedures with the knowledge that he/she will be free from coercion, interference, restraint, discrimination or reprisal.

The following are steps of the grievance procedure:

Step I. The unit member shall submit his/her grievance to the immediate supervisor

who shall consult with his/her superiors. At this stage, the discussion and resolution of the grievance shall be on an informal basis. If the unit member feels that the grievance has not been satisfactorily resolved at this step, he/she may proceed to Step 2.

Step 2 At this stage the unit member may ask for review of the case by the Superintendent of Schools. Both the unit member and his/her immediate supervisor must each submit to the Superintendent of Schools a written statement setting forth the nature of the grievance and any facts relating to the grievance.

In his/her written statement, the unit member may request an informal hearing with the Superintendent. Final determination at this step rests with the Superintendent. If at the end of this step the unit member still feels he/she has a grievance, he/she may request a hearing with the Board.

Step 3 At this step, a hearing will be conducted by any one or more members of the Board designated by the Board to act on its behalf. The unit member has the right to have a representative of his/her own choice at a formal grievance hearing. If the representative is the CSEA, a maximum of two (2) CSEA representatives may be present. The Unit President will determine who the CSEA representative will be. If the unit member does not select the CSEA as his/her representative, the CSEA may have a representative present at the hearing before the Board. If less than the full Board presides at such a meeting, the members must give a full report to the Board; the Board shall then make a decision. The Board shall be the final authority in determining whether or not the unit member has been aggrieved.

ARTICLE XXXI - WAGE-PRICE CLAUSE (ECONOMIC STABILIZATION)

This Agreement is subject to national and state-wage price controls, in particular,

the Economic Stabilization Act.

ARTICLE XXXII-DURATION

This Agreement shall be effective as of July 1, 2022 through and including June 30, 2027.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO AND IT'S LYNBROOK SCHOOL UNIT

By: _____
Leah Donnelly
Labor Relations Specialist
CSEA, Inc., Region 1

By: _____
Giuseppe Greco
Unit President

LYNBROOK UNION FREE SCHOOL DISTRICT, NO. 20

By: _____
William Belmont
President
Board of Education

By: _____
Paul J. Lynch, Ph.D.
Superintendent of Schools

Custodial Salary Chart 2023-2027

Schedule A (Before 7/1/2010)	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**
Supervisor of Maintenance	86,055	88,852	91,740	94,722	97,800
Head Custodian (HS)	78,490	81,041	83,675	86,394	89,202
Grounds Supervisor	78,490	81,041	83,675	86,394	89,202
Maintainer	78,490	81,041	83,675	86,394	89,202
Head Custodian (Elem)	75,779	78,242	80,785	83,411	86,122
Head Custodian (Middle)	75,779	78,242	80,785	83,411	86,122
Assistant Head Custodian	75,779	78,242	80,785	83,411	86,122
Custodian	70,626	72,921	75,291	77,738	80,264
Groundsman	70,626	72,921	75,291	77,738	80,264
Cleaner	68,372	70,594	72,888	75,257	77,703

Custodial Salary Chart 2023-2027

Schedule B (After 7/1/2010)		2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Supervisor of Maintenance						
	Post Probation Rate	77,871	80,402	83,015	85,713	
	Hire Rate	77,221	79,752	82,365	85,063	
Head Custodian (HS)						
	Post Probation Rate	70,963	73,269	75,650	78,109	
	Hire Rate	70,313	72,619	75,000	77,459	
Grounds Supervisor						
	Post Probation Rate	70,963	73,269	75,650	78,109	
	Hire Rate	70,313	72,619	75,000	77,459	
Maintainer						
	Post Probation Rate	70,963	73,269	75,650	78,109	
	Hire Rate	70,313	72,619	75,000	77,459	
Head Custodian (Elem)						
	Post Probation Rate	68,571	70,800	73,101	75,477	
	Hire Rate	67,921	70,150	72,451	74,827	
Head Custodian (Middle)						
	Post Probation Rate	68,571	70,800	73,101	75,477	
	Hire Rate	67,921	70,150	72,451	74,827	
Assistant Head Custodian						
	Post Probation Rate	68,571	70,800	73,101	75,477	
	Hire Rate	67,921	70,150	72,451	74,827	
Custodian						
	Post Probation Rate	63,908	65,985	68,130	70,344	
	Hire Rate	63,258	65,335	67,480	69,694	
Groundsman						
	Post Probation Rate	63,908	65,985	68,130	70,244	
	Hire Rate	63,258	65,335	67,480	69,694	
Cleaner						
	Post Probation Rate	61,866	63,877	65,953	68,096	
	Hire Rate	61,216	63,227	65,303	67,446	
	Post Probation Increase	650	650	650	650	

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

Mary E. Sullivan, President