
AGREEMENT

by and between the

BOARD OF EDUCATION

of the

BELLMORE-MERRICK
CENTRAL HIGH SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME,
AFL-CIO



Bellmore-Merrick CHSD Custodial/Cafeteria Unit #7638-00
Nassau County Educational Local 865

July 1, 2023 - June 30, 2026

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AGREEMENT

THIS AGREEMENT entered into by and between the Bellmore-Merrick Central High School District (herein called the "Board") and the Local 1000, Civil Service Employees Association Inc., AFSCME, AFL-CIO, (herein called the "Association"). The term of this Agreement shall be three years, July 1, 2023 to June 30, 2026.

ARTICLE I - RECOGNITION

Section 1. The Board hereby recognizes the Association as the sole and exclusive representative for all personnel in the Civil Service Employees Unit III, comprising custodial and cafeteria employees. No substitutes will be considered part of this Unit.

Section 2. The Board agrees not to negotiate with any non-teaching employees' group other than the Association for the duration of this contract, except as may be otherwise required by law.

Section 3. A Labor-Management Committee comprised of equal representation of the District and the C.S.E.A. shall be formed to discuss current problems and programs. The Committee shall meet at the request of either party but such meetings shall not be considered in any sense a meeting for the purpose of negotiating any changes or additions to this Agreement.

ARTICLE II - CONDITIONS

Section 1. Before the Board adopts a change in policy which affects salaries, fringe benefits, working conditions or matters related thereto which are not covered by the terms of this contract, the Board will grant the Association an opportunity to present its views on the policy change before it is announced to the public. The Board agrees to give due consideration to such views in arriving at its decisions on such major policy changes.

Section 2.

(a) When custodial employees are absent, other custodial employees will assume the work of the absent employee other than a long-term illness. A long-term illness will be defined as five (5) or more workdays, unless more than one (1) employee is absent concurrently in the same building. If more than (1) employee is absent concurrently in the same building, then the District may use substitutes after three (3) workdays. Overtime will be assigned to cover areas that cannot be finished due to an employee absence

when a substitute is not assigned. Substitutes will be called when necessary, with the approval of the Building Principal, Head Custodian, and the Director of Facilities and Operations.

b) Every reasonable effort will be made to ensure that no employee works alone in a building on any shift when it is necessary to have more than one (1) employee to perform the job. If only one (1) employee is scheduled to work alone in a building on any shift, then the employee will have the ability to contact their supervisor in case of an emergency.

Section 3. It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Such situations should be reported to the principal and the Director of Facilities who will take appropriate action.

Section 4.

(a) No employees shall be required to use his own personal vehicle for District business. No employee may be ordered to drive any school vehicle which is in any defective condition. In the event of a dispute concerning the same, the employee shall nevertheless operate such vehicle until the matter can be determined and resolved.

(b) Defective equipment shall include, but not be limited to:

1. Faulty brakes
2. Defective lights
3. Bald tires
4. Mirrors, horn, windshield or any other mechanical failure to deem the vehicle as unsafe for driving use
5. Seat belts, spare tire, jack, flares (lack of)

(c) All equipment used by custodial and cafeteria employees shall be kept in good repair.

(d) All kitchen equipment shall be serviced by qualified servicemen, and custodians will perform repairs.

Section 5. The Board shall have the right to require all employees covered by this Agreement to take periodic physical examinations. Such examinations shall be conducted during regular working hours and shall be at the Board's expense.

Section 6. Air conditioning will be available in all kitchen and custodial staff break rooms.

ARTICLE III - WORKING CONDITIONS

Section 1.

(a) Cafeteria: For cafeteria personnel, the hours of work shall begin no earlier than 6:45 AM and shall end no later than 4:00 PM.

1. Part-time - permanent hourly, minimum of three hours daily, less than 20 hours per week
2. Permanent - annual salary - employees working more than 20 hours per week

There are times when cafeteria personnel will be asked to come in earlier or stay later for special events. They will be compensated at the overtime rate of one and a half (1 ½) times the hourly rate.

(b) Cook Hours: Cook hours will be a minimum of 6.5 hours in the middle school and 7 hours in the senior high. Included in these hours shall be an unpaid half-hour lunch break. When a permanent cafeteria employee leaves the District, preference shall be given to part-time employees in filling this vacancy. Effective 7/1/79 all employees other than cooks will be classified as Food Service Helpers. Effective January 1, 2009 "contract" Food Service Helpers who meet New York State Civil Service qualifications will be eligible for a title change to Assistant Cook.

Middle and High School Cook Managers are scheduled to work 7am – 2 pm, with a half hour unpaid break.

(c) The title for the 6.5 hour Cook will be changed to Cook Manager and the 5-hour Cook will be changed to Assistant Cook.

(d) Custodial Hours: The hours of work for the day shift shall be from 7:00 AM to 4:00 PM or 9:00 AM to 6:00 PM with a one-hour lunch period. In each school, one custodian may be assigned a shift that begins before 7:00 AM but would end after the eight-hour work day and one-hour lunch period. The District may schedule a 9:00 AM to 6:00 PM day shift for new employees hired after July 1, 1974 with a one-hour lunch period. Evening shift working hours shall be from 4:00 PM to 12:30 AM, with a lunch period of one-half hour. The District may assign new employees hired after July 1, 1989 or current employees who volunteer, to a midnight shift, having working hours from 11:00 PM to 7:30 AM, with one-half hour for lunch.

Change of working hours shall be on a voluntary basis, where possible, otherwise personnel shall work whatever shift is assigned to them except as limited by the foregoing.

The work week shall be 40 hours, 5 consecutive 8-hour days, Monday through Friday, unless otherwise indicated.

New employees hired after July 1, 1974 may be assigned to shifts which include Saturdays and/or Sundays.

Summer Work Schedule: During the summer months, 50% of the night shift employees may be switched to the day shift. This will be done on a volunteer basis. However, if volunteers do not equal 50%, then low seniority in each building will be used.

(e) Cleaner/Bus Drivers: The hours of work are from 6:30 am – 3:30 pm with a one-hour break. If the employee is not driving a bus and completing relevant tasks, they are to report to their assigned building's Head Custodian. Individuals who do not primarily drive a bus for the district will work 7 am – 4 pm.

(f) When the District declares an emergency closing of schools as a result of weather conditions, cafeteria employees shall not be required to report to work on such day.

(g) Remote Days (day(s) when instruction is conducted remotely and students are not in the school building)

(i) Cafeteria Staff:

1. Cooks and Assistant Cooks will be required to come in unless the remote day is a snow day. In that case, Cooks and Assistant Cooks will not be required to come in.

2. P/T food service workers have the option to come in or take a day without pay.

(ii) Custodians, Cleaners, Groundskeepers, Cleaner/Bus Drivers, and Maintenance employees may choose to work a full day and receive half (1/2) a comp day that they can take on a later date or work 4 hours. This will not change the double time rate due to a weather emergency as stated in 1(h) below.

(iii) Schedules will need to be arranged with the CSEA Unit President or their designee and with the administrator or Director of Facilities and mutually agreed to prior to the remote day to ensure appropriate coverage.

(h) Snow Removal: Any custodial employee who is absent on a day when school is closed due to snow, will be docked for that day's pay. Lateness will not be penalized on a snow day and will not incur a loss of pay. However, the District may notify the employee to remain at home. If any employee is absent due to illness on the above mentioned snow days, the District has the right to require a verification of such absence. Any custodian who is required to report to work on days in which school buildings are scheduled

to be open but are closed to students due to a weather emergency shall be compensated at the rate of double time for the hours worked during the weather emergency.

Section 2. All full-time employees shall receive a coffee break not in excess of fifteen minutes in the morning and in the afternoon. There shall be similar provision for the evening shift.

Section 3.

(a) All employees new to the District and appointed by the Board may be granted credit for prior related work experience as the Board may decide, except that upon appointment as full-time employees in the District retroactive credit shall be given in all cases for part-time service within the past five years in the District on a pro-rata basis.

(b) No person shall be employed by the District in permanent non-teaching capacity who is not qualified under applicable Civil Service laws and regulations.

Section 4. Vacation Allowance (Custodial)

- ten days annual leave after one full year of service
- fifteen days annual leave after five full years of service
- 20 days annual leave after 14 full years of service

| | | | | |
|-------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| # of Vacation Days | 17 Days | 18 Days | 19 Days | 20 Days |
| # of Years of Service: | After 11 years of service | After 12 years of service | After 13 years of service | After 14 years of service |

Section 5.

(a) All vacations will be taken in July or August unless the Supervisor considers it advantageous to the District to schedule vacations at other times. Vacation time preference to be granted on the basis of employee seniority.

Employees having three (3) weeks' vacation can choose to take one week of this vacation any time during the school year with the approval of their immediate supervisor and by the Director of Facilities and Operations.

For employees having more than three (3) weeks' vacation, additional days may be taken during the school year with the advance approval of their immediate supervisor and by the Director of Facilities and Operations.

No vacation shall be taken during the week prior to the opening of school for custodial and maintenance employees without the approval of their immediate supervisor and by the Director of Facilities and Operations.

No vacation days shall be taken by custodial or maintenance employees for the two work days preceding or the two work days following the date of high school graduation. Exceptions may be granted by the building principal and Director of Facilities, or the employee's immediate supervisor for Unit members who work in a building without a principal, after consultation with the Assistant Superintendent for Personnel and Administration in the event of unanticipated circumstances that may arise beyond the control of the employee.

(b) If a legal holiday should occur during a vacation period, such vacation shall be extended one day, or such holiday can be celebrated at a later time with the approval of their immediate supervisor and the Director of Facilities and Operations.

(c) If a starting date for full-time employment occurs on or prior to the 15th of the month, a full pro-rated day of vacation shall be credited for that month. If a starting date is after the 15th there will be no vacation credited for that month. The same principle shall be applied to computing vacation for the last month of employment preceding termination.

Section 6. Annual vacation compensation will be paid together with the employee's last paycheck prior to the start of approved vacation.

Section 7. The district will provide winter coats and spring jackets to all custodial employees. The district shall provide at least two changes of uniform per week for custodial employees and two uniforms per year for cafeteria employees. Groundsmen to be given two winter and three summer uniforms. Employees shall be permitted to request uniform substitutions within existing allotments with the approval of the Director of Facilities and Operations or his/her designee. Employees are expected to wear a uniform each day that they report to work.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1. Definition: Any dispute concerning the interpretation or application of this Agreement may be raised as a "grievance" by either party to this agreement.

Section 2. Time Limits:

(a) Since it is important that grievances be processed as rapidly as possible, the number of days permitted to any party at any step should be considered a maximum, and every effort should be made by all parties to expedite the process.

(b) The primary purpose of the procedure set forth in this Article is to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees or groups of employees. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

(c) Suitable time will be granted to the President of the Association to investigate personnel matters or grievances with appropriate notification and approval by his or her supervisor and the Superintendent or his/her designee.

Section 3. General Principles:

(a) It shall be the firm policy of the Board to assure to every employee an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to employment status.

(b) The failure of an aggrieved party to raise a grievance in the prescribed time period, or to proceed to the next step within the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. However, in the event new facts are obtained which were not previously known to the aggrieved but which, if they had been known, might have influenced the disposition of the grievance, the presentation of such information to the parties in interest shall constitute grounds to reopen the grievance procedure at that level at which it had been terminated. Further, in the event a decision has been rendered in a grievance and the decision has not been implemented or has been violated, the presentation of such evidence to the parties in interest shall constitute grounds to reopen the grievance at the level at which it had been terminated.

(c) At any level, the failure of a supervisor to communicate a decision to the employee within the specified time limits shall permit the employee to proceed to the next level.

(d) Forms for filing grievances, serving notice, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared. The Board shall then print appropriate supplies of such documents and give them appropriate distribution so as to facilitate operation of the grievance procedure.

(e) Decisions rendered at each step of the grievance procedure shall be in writing, setting forth the decision and the supporting reasons therefore, and will be promptly transmitted to all interested parties.

(f) If, in the judgment of either party, a grievance affects a group or class of employees and appears to arise from the alleged action of authority higher than the principal of a school or is associated with system-wide policies, it may be submitted directly at Step 2, to be described below.

(g) If unable to accomplish it after the hours of employment, investigation of grievances as may be required shall be conducted during the hours of employment. In the course of such investigation, representatives of the Association will advise the Principal of the building being visited of the purpose of the visit immediately upon arrival. Every effort will be made to avoid interruption of normal work activities and to avoid involvement of students in any phase of the grievance procedure.

(h) Nothing contained herein will be construed as limiting the right of any party having a grievance to discuss the matter informally with any appropriate member of the other party and having the grievance adjusted without imposition of the formal procedure, provided such adjustment is not inconsistent with the terms of this agreement.

Section 4. Steps in the Grievance Procedure:

(a) All grievances must be reduced to writing and submitted to the employee's immediate supervisor or to the employee (if the grievance is raised by the Board), within fourteen (14) days after the event occurred giving rise to the grievance. A written answer to the grievance must be rendered within five (5) days.

(b) If not settled, the grievance may, within fifteen (15) days, be submitted to the Superintendent of Schools or the President of the Association. A meeting on the grievance shall be held within forty-eight (48) hours and a written decision on the grievance rendered within five (5) days thereafter.

(c) If not settled, the grievance may, within fifteen (15) days, be submitted to the Board of Education who shall consider the same at its next scheduled meeting and render a decision within five (5) days thereafter.

(d) If not settled, the grievance may, within fifteen (15) days thereafter be submitted to final and binding arbitration before an arbitrator selected according to the procedures of the American Arbitration Association.

(e) The arbitrator so selected will hear the matter promptly and will issue a decision no later than fourteen (14) calendar days from the date of the close of hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to said arbitrator. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted.

(f) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.

(g) The decision of the arbitrator shall be final and binding upon all parties.

(h) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

ARTICLE V - COMPENSATION

Section 1.

| | |
|------------------------|----------------------|
| Effective July 1, 2023 | 3.25% plus increment |
| Effective July 1, 2024 | 3.25% plus increment |
| Effective July 1, 2025 | 3.00% plus increment |

Effective July 1, 2023, part-time hourly cafeteria employees will be paid at Step 2 of the Assistant Cook hourly rate and substitute cafeteria employees will be paid at Step 1 of the Assistant Cook hourly rate as reflected in schedules B1 (23-24), B2 (24-25), and B3 (25-26)

Section 2. Double time shall be paid for all holidays worked, as listed in this contract. (This is in addition to the holiday pay for the day.) Work performed after 12:00 midnight on Saturday and before 7:00 AM Monday shall be paid at the rate of double time.

Section 3.

(a) Time and one-half (1½) pay for all overtime work beyond the regular hours in any given day or all work prior to regular starting time, and all work after quitting time, but employee must work his entire regular day's shift. Any hour or part thereof shall be compensated for the next half hour. Overtime for all cafeteria workers will be paid only after 6.5 hours/day.

(b) The hourly rate of overtime shall be equal to time and one-half (1½) of the regular hourly rate of the employee.

Section 4. In cases where certificated staff members are paid their salaries prior to the closing of schools for a holiday, employees covered by this agreement shall be afforded the same privilege notwithstanding their different work schedules.

Section 5. New employees hired after July 1, 1974 may be assigned to shifts which include Saturdays and/or Sundays and shall be paid at straight time for such work.

Section 6. Anniversary Dates:

(a) For the purposes of determining a custodial employee’s eligibility for vacation and longevity benefits, and with regard to an employee who has never received a promotion while in the employ of the District, entitlement to salary increment, anniversary dates shall be computed as follows:

Members of the unit whose first day of employment was on or after July 1, 1964, but before July 1, 1979, shall have an anniversary date of their first day of employment. All employees new to the district as of July 1, 1979 shall have July 1st. or January 1st as their anniversary date. The date which comes closest to their date of hire shall be used for that purpose. This shall also apply to promotions.

(b) All anniversary dates established prior to July 1, 1979 shall remain in force.

Section 7. Schedules “A” and “B” include the following increases for longevity:

Effective July 1, 2023, schedules “A” and “B” will include the following increases for longevity:

| | After 10 Years | After 14 Years | After 17 Years | After 20 Years |
|---------------------------|----------------------|----------------------|----------------------|----------------------|
| Custodial (Schedule A) | \$2,000 | \$1,900 | \$2,150 | \$2,350 |
| Cafeteria (Schedule B) | \$1,550 | \$1,625 | \$1,700 | \$1,850 |

Night Differential

Effective: July 1, 2023

Night Differential: \$800

Section 8. Merit Differential:

Effective July 1, 2023, differentials will get paid annually to the following employee categories who are rated as “Meets Expectations” or better on their annual evaluation:

- Head Cooks = \$1,000
- Head Custodians HS = \$2,000
- Head Custodians MS = \$1,600
- Assistant Head Custodians = \$1,000
- Maintenance Supervisor = \$2,000

The employee shall have the right to appeal a rating below "Meets Expectations" on their evaluation to the Superintendent of Schools or his/her designee. The employee shall have the right to unit representation at the appeals meeting.

Section 9. CDL Licensing: Costs associated with normal licensing/fingerprinting required to maintain an employees' CDL shall be paid by the District.

Section 10: Second in Charge: All custodial crews working in the six buildings will have a Second in Charge during the day shift in the absence of the Head Custodian with an annual stipend of \$400.

Section 11: New Column to Salary Schedule E2 Title Senior Maintainer: The employee must be able to be approved through civil service and the District as required to become a Senior Maintainer. Prior District approval for a proposed certification in furtherance of seeking such appointment must be obtained in order for any column change consideration. The District shall have the sole discretion to approve such an appointment, as this is a District appointed position, and the determination to not make such an appointment shall not be grievable.

ARTICLE VI - PROMOTIONS

Section 1. All openings for promotional positions and for positions paying higher salary differentials shall be publicized in every school on bulletin boards, and all qualified non-teaching personnel shall be given opportunity to make application for such positions. In the event of a promotion to a higher paid classification, the employee shall be placed on the nearest step with an increase as close to 10% as possible above their current salary.

Section 2. Only the District can assign an employee to work in or perform duties of a higher paid classification. Should such occur, the employee so assigned shall be compensated as though he actually were promoted to such position for the duration of such assignment. Such compensation shall become effective after an employee has been so assigned for more than one week and shall be retroactive to the first day of such assignment.

ARTICLE VII - PROTECTION OF NON-TEACHING EMPLOYEES

Section 1.

(a) All existing and future salaried employees in the Unit will be afforded Section 75 rights after five years of service, except that such provision shall not apply to employees who have reached their three year anniversary on or before December 31, 2010 (eg: no employee who has accrued Section 75

Rights by virtue of having worked for the District for three or more years as of December 31, 2010 shall have those rights taken away by operation of this clause).

(b) Seniority shall be on the basis of group classification at all times, based on the date of commencement of last employment.

(c) If layoffs become necessary, provisional and probationary employees within a group classification shall be laid off before any permanent employee shall lose any time. If, after all provisional and probationary employees in a particular group have been laid off and other reductions in the work force are necessary, the employees shall layoff in accordance with the principles of seniority within the group classification, i.e., the last person hired shall be the first person laid off and the last person laid off shall be the first person rehired.

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

(e) The Board agrees to consult with Unit III of C.S.E.A. when new job titles are created relative to terms and conditions of employment.

(f) A committee will be formed consisting of members of the Unit and the administration to discuss the impact of school closings on members of the Unit.

Section 2. Assistance in Assault or Civil Case:

(a) Non-teaching employees shall be required to report all cases of assault suffered by non-teaching employees and/or civil actions filed against them in connection with their employment to the Superintendent of Schools. The Superintendent shall acknowledge receipt of such report within three (3) days.

(b) The School Counsel shall inform the employee immediately of the rights under the law and shall provide such information in a written document.

Section 3. Legal Counsel: The Board agrees that where the employee is not at fault to provide legal counsel to defend any employee in any action arising out of an assault on an employee or any disciplinary action taken against a student by an employee.

Section 4. Compensation for Lost Time: If an assault on an employee during working hours on school premises 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 Workers' Compensation benefits due to employee during this period shall be paid to the School District to the extent of the amount paid out by the District.

ARTICLE VIII - ON-THE-JOB INJURIES

The Board agrees to provide Workers' Compensation for employees as required by law. An employee who uses sick leave to obtain pay for days not worked because of any injury covered by Workers' Compensation shall refund to the Board any Workers' Compensation benefits received, and be reccredited with such sick leave on a proportional basis. In cases where a member of the unit is injured on the job and has exhausted all sick leave, the District will pay for health insurance for a period of no more than three months. The district has a right to withhold this payment should the attendance pattern of the person be less than satisfactory. In addition, the length of time for payment may be extended based on the sole discretion of the District.

ARTICLE IX - INSURANCE BENEFITS

Section 1.

Effective July 1, 2023, the District will pay the following of the cost of the Empire Core Enhancement Plan for the employee and his/her immediate family dependents while the custodial employee is working:

- o July 1, 2023 – June 30, 2024: 79.5% (Employee contribution = 20.5%)
- o July 1, 2024 – June 30, 2025: 79.5% (Employee contribution=20.5%)
- o July 1, 2025 – June 30, 2026: 79% (Employee contribution=21%)

Effective July 1, 2023, the District will pay the following of the cost of the Empire Core Enhancement Plan for the employee and his/her immediate family dependents while the cafeteria employee is working:

- o July 1, 2023 – June 30, 2024: 82.5% (Employee contribution = 17.5%)
- o July 1, 2024 – June 30, 2025: 82.5% (Employee contribution=17.5%)
- o July 1, 2025 – June 30, 2026: 82% (Employee contribution=18%)

The contribution of health care for members hired before July 1, 2023, shall be 16% for those members who retire during the term of this contract, for the life of their retirement. Employees who are hired after July 1, 2023, will contribute the same amount as active employees when they retire, for the life of their retirement.

Section. 2. A health insurance plan providing a total benefits package comparable to the plan in existence or the plan at the time of the alternate proposal may be instituted by the District upon written notice to the Association, which notice shall include a copy of the plan including costs and premiums. The Association shall have sixty (60) days to review and analyze such plan. The District shall cooperate in providing all relevant information requested by the Association. Should the Association object to the institution of the new plan, the matter shall be submitted to an impartial panel which shall be appointed within sixty (60) days of the original date of presentation of the plan to the Association. The panel shall be comprised of three (3) persons with expertise in health insurance. Each party shall designate one (1) member of the panel. These two (2) members shall select the third. If they are unable to agree, the third member shall be selected through the procedures of the American Arbitration Association. The impartial panel shall have the authority to hold hearings and review submission of the parties, and shall render a decision sixty (60) days following their appointment. The decision of the panel shall be final and binding on the District and the Association. The new plan shall not become effective unless and until either the Association agrees that benefits are comparable or the impartial panel so holds.

Section 3. Members of the unit shall have the option to withdraw from participation in the Health Insurance Plan or change from family to individual. Members who exercise these options must notify the District in writing by May 1st of their intentions. Effective July 1, 2023, unit members hired on or prior to July 1, 2008, who exercise the option to withdraw shall receive two payments equal to 30% of the District's cost of health insurance for those who withdraw from family coverage and individual coverage in the first paycheck in January and the last paycheck in June. Those members of the unit who exercise the option to change from family to individual coverage shall receive two payments, equal to 30% of the difference between the District's cost of family and individual health insurance, in the first paycheck in January and the last paycheck in June.

Effective July 1, 2023, unit members hired after July 1, 2008 who exercise the option to withdraw from family coverage shall receive a total payment of \$3,000 to be paid in two separate payments of \$1,500 in the first paycheck in January and the last paycheck in June. For any employee hired after July 1 in any school year, the payment amount will be prorated accordingly for that school year.

Effective July 1, 2023, unit members hired after July 1, 2008 who exercise the option to withdraw from individual coverage shall receive a total payment of \$1,500 to be paid in two separate payments in the first paycheck in January and the last paycheck in June. For any employee hired after July 1 in any school year, the payment amount will be prorated accordingly for that school year.

Effective July 1, 2024, all unit members who exercise the option to withdraw from family coverage shall receive a total payment of \$3,000 to be paid in two separate payments of \$1,500 in the first paycheck in January and the last paycheck in June.

For any employee hired after July 1 in any school year, the payment amount will be prorated accordingly for that school year.

Effective July 1, 2024, all unit members who exercise the option to withdraw from individual coverage shall receive a total payment of \$1,500 to be paid in two separate payments in the first paycheck in January and the last paycheck in June. For any employee hired after July 1 in any school year, the payment amount will be prorated accordingly for that school year. Effective July 1, 2023, unit members who marry other employees in the District will not be eligible for dual family health insurance coverage. If the ineligible spouse declines individual coverage, he/she will be eligible to exercise the option to withdraw from individual coverage and be eligible for two payments equal to 30% of the District's cost of individual coverage if hired before July 1, 2008 or for \$1,500 if hired on or after July 1, 2008.

Effective July 1, 2024, all unit members who marry other employees in the District will not be eligible for dual family health insurance coverage. If the ineligible spouse declines individual coverage, he/she will be eligible to exercise the option to withdraw from individual coverage and be eligible for two payments equal to \$1,500 the District's cost of individual coverage.

Newly hired Unit members will not be eligible for family health insurance coverage through the District if the Unit member's spouse is enrolled in family coverage through the New York State Health Insurance Program (NYSHIP – EMPIRE) as a New York State employee or retiree. The Unit member will be eligible for individual coverage. If the Unit member declines individual coverage, he/she will be eligible to receive the individual buy-out of \$1,500. However, a Unit member may have the option to enroll in family coverage through the district in the event his/her spouse, if he/she is a New York State employee or retiree, elects to change his/her coverage from family to individual and the Unit member submits documentation to the District of the change in enrollment from his/her spouse's New York State employer.

New members of the unit must notify the District by October 1st of their intentions. Members who exercise these options will receive a prorated amount.

Members who have withdrawn from the district's Health Insurance Plan shall, upon request, be reinstated to coverage under the District's health Insurance Plan subject to the rules and regulations of the Health Insurance Plan in effect. If the member requests reinstatement during the school year, the member shall receive a prorated portion of the amount designated in Section 3 above. This change can be made once a year.

Section 4. During the term of the Employee's employment hereunder, the District shall pay 100% of the premium payment of the Employee's participation in the District's dental insurance program provided by Delta Dental or its successor policy for individual coverage. The employee will have the option to choose between the District's dental plan or the CSEA dental plan. If the individual coverage premium for the CSEA dental plan exceeds the District's dental plan, the employee will pay the difference between the individual premiums of both plans.

The employee shall have the option to have dental insurance for his/her family dependents at the employee's own cost and expense.

Section 5. The District will provide the employee with the option to enroll in the vision plan that the district provides or the CSEA vision plan at the employee's own cost and expense.

Section 6. The District will provide disability insurance for employees, which insurance plan shall provide payment of benefits equal to 50% of the employee's basic monthly salary to a maximum of \$1700 per month. The District shall not be required to pay premiums of more than \$6.90 per employee per month.

Section 7. A \$20,000 Life Insurance Policy will be made available to all full-time employees in the unit.

Section 8. The District will provide a Section 125 Flexible Benefit Plan to Unit members for dependent care and non-reimbursed medical expenses, to a provider to be determined by the District.

ARTICLE X - ARMED FORCES SERVICE CREDIT

Section 1. Non-teaching personnel who have served in the Federal Armed Forces of the United States shall be entitled to veterans' credits as provided for under the law.

Section 2. Non-teaching employees on regular appointment called to Federal military duty will be credited upon their return with the same amount of sick leave or salary increment allowance for the period of their military service.

ARTICLE XI - RETIREMENT BENEFITS

Section 1. The retirement plan is Plan 75G. Effective July 1, 2008 the retirement plan shall be Plan 75i (for Tier I & Tier II members of the Unit).

Section 2. All employees who have become members of the Retirement System effective July 1, 1976 are members of the Co-Esc Plan (Tier III).

Section 3. All employees who have become members of the Retirement System effective September 1, 1983 are members of the Co-Esc Plan (Tier IV).

Section 4. All employees who have become members of the Retirement System effective January 1, 2010 are members of the Co-Esc Plan (Tier V).

Section 5. All employees who have become members of the Retirement System effective April 1, 2012 are members of the Co-Esc Plan (Tier VI).

Section 6. Dental and Optical Coverage may be continued into retirement by Members who meet the following criteria:

(a) The Member retires directly from employment with the Bellmore-Merrick Central High School District Custodial/Cafeteria Unit.

(b) The Member has coverage under the dental and optical plans (collectively, the "Plans") provided by the CSEA EBF (Employee Benefit Fund) which are in effect at the time of his or her retirement and arranges for coverage under this Agreement to be effective as of the effective date of retirement.

(c) The Member agrees in writing to comply with all the requirements of the Fund which are applicable to the Member's continuation of coverage under the plans on or after the date of retirement.

(d) The Member agrees in writing to pay to the Fund for the benefits provided under the Plans by preauthorized monthly deduction from the Member's designated bank account or credit card acceptable to the Fund.

(e) The employer has no obligation to pay for coverage under the plans by virtue of a Member's election to continue coverage upon retirement.

ARTICLE XII - LEAVE ALLOWANCE

Section 1. Sick Leave:

(a) Except as hereinafter noted, all regularly employed employees including regular part-time, shall be entitled to approved absences in cases of illness of 17 working days per year, hereinafter known as current sick leave, cumulative to 225 sick leave days, without loss of salary, for purposes of sick

leave only; working days pro-rated for 10-month employees and cafeteria employees. For retirement purposes (Termination Pay) a maximum of 180 days may be accumulated. For retirement purposes the Termination Pay accumulated day maximum will be 150 days for all employees hired on or after July 1, 2021.

(b) Employees hired after July 1, 1987 will accrue sick days during their first year of employment at the rate of 1.5 days per month to a total of 17 days.

(c) Employees absent for more than five (5) consecutive working days because of personal illness may be required to submit a doctor's certificate explaining the nature of the illness upon return to duty. However, employees whose records show a pattern of abuse may be required to verify absences.

(d) Annual statement of sick leave accumulated to the conclusion of the previous school year shall be given to each employee by the first payday in October.

(e) Personal Illness - Extended Nature: If an employee's illness is to be of an extended duration, a doctor's certificate stating the possible duration of said illness must be submitted as soon as possible. Employees whose cumulative sick leave allowance is exhausted by reason of personal illness shall be granted leave of absence without pay at the expiration of cumulative leave allowance up to two years in duration.

(f) Part-time, hourly food service helpers who are scheduled to work 19¾ hours or less per week shall be entitled to 2 non-cumulative sick leave days/year. These part-time, hourly cafeteria employees are not entitled to the provisions of Article XII, Sections 1 (sick leave) and 2 (other paid leaves).

Section 2. Other Paid Leaves:

(a) All regularly employed employees including regular part-time employees shall be entitled to utilize out of their current sick leave allowance paid leave for the following purposes, provided that the total days for any or all purposes during a calendar year shall not exceed four days per year, pro-rated for cafeteria employees. (Two personal days, nine sick days and three days for family or religious observance for cafeteria personnel).

(1) Serious illness of the employee's spouse, parent, brother, sister, child or other person normally living in the household or death of the employee's spouse, parent, brother, sister, child, grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law or other person normally living in the household.

(a) Use of up to ten (10) paid days from existing sick leave accruals may be used for birth or adoption of child.

(b) Effective July 1, 1997, members of the Unit shall have the right to utilize five days per year of their current sick leave allowance for bereavement.

(c) All regularly employed employees, including regular part-time employees, shall also be entitled to utilize out of their current sick leave allowance two days paid leave for personal business. Personal business days shall be used for those purposes for which they are traditionally allowable.

On the day before or the day after a holiday, vacation day or day of religious observance, prior approval of the Building Administrator and Director of Facilities is necessary, and reasonable notice of same must be given.

Cooks and Assistant Cooks will be granted two (2) additional Personal days during the school year for a total of four (4). Permanent part-time cafeteria employees will be granted additional personal days as follows:

- Year 1 of service: one (1) Personal Day per school year, total of 1 day
- Year 2 of service: one (1) additional Personal Day per school year; total of 2 days
- Year 3 of service: one (1) additional Personal Day per school year; total of 3 days

(d) The above employees shall also be granted time off with pay to serve on a jury and shall pay back in full to the District within seven days of receipt of payment, any jury pay received for such service.

(e) Any Unit member who has exhausted his/her accumulated sick leave by reason of personal illness or Worker's Compensation absence and who is placed on an approved unpaid leave of absence will have his/her leave time and vacation time prorated for the duration of the unpaid leave of absence.

(f) On the last day of student attendance/work in a given contract school year, the Food Service Director shall have the discretion to dismiss cooks and cafeteria employees as early as 12:00 p.m. without requiring them to utilize their accrued leave time, provided that work has been satisfactorily completed.

(g) In the event a member endures a disabling event, the Unit President can request of the District that members of the unit may voluntarily contribute sick days from their sick time accruals to give to the disabled member. Contributions of sick days must be equitable in hours, from and to the same classification. I.E.: from a Custodial classification to a Custodial classification, from a Full time Cafeteria classification to a Full time Cafeteria classification, from a Part time Cafeteria classification to Part time Cafeteria classification, etc. Such requests from the Unit President to the District will be submitted in

writing, including the details of the disabled member requiring sick days, the number of sick days requested, the members voluntarily donating sick days as well as the number of sick days contributed from each member to the Personnel office for their review. If denied, the Unit President can request an in person meeting with the Assistant Superintendent and/or Superintendent to discuss the matter further. In the event, the number of sick days that are volunteered are less than what is requested, the disabled member will still be allowed to receive what is donated. A disabling event does not include regular illness.

Section 3. Non-Paid Leaves of Absence:

(a) Child Care - Upon request, a non-probationary employee will be granted leave of absence without pay not to exceed two years for the purpose of caring for a child four years of age and under, and shall be reinstated in the same or comparable position upon return to work. Probationary employees may be granted such leave at the discretion of the Board.

(b) Personal Health and Family Hardship: Members of the non-teaching staff are eligible to take leaves without pay not in excess of one year in length for rest, restoration of health or the alleviation of hardship involving themselves or their immediate family.

Section 4: Recess Periods

(a) Custodial employees will not be required to work for one half (1/2) of the total days of the three (3) recess breaks (December, February, March/April) during the school year (e.g. if there are sixteen (16) recess days in a school year, the custodial employee will not be required to work eight (8) of them). Custodial employees will have one recess period off entirely, as determined by the District and the remaining days must be taken consecutively during an additional recess. Days are not to be divided or split up between recess periods. The buildings will be half staff during recess periods.

(b) No custodial employee may take a vacation day during a recess period. Exceptions may be granted only by the employee's immediate supervisor and Director of Facilities and Operations.

(c) Custodial employees will submit requests for recess days off by the end of September. Approval will be completed on a seniority basis. Buildings will always have coverage Monday through Friday without overtime unless deemed necessary by the Director of Buildings and Grounds.

ARTICLE XIII - HOLIDAYS

The District shall provide Unit III members a school year calendar each September.

Section 1. The following holidays will be considered non-working time for custodians:

Independence Day

New Years Eve Day

| | |
|---------------------|------------------------|
| Labor Day | New Years Day |
| Rosh Hashanah Days | Martin Luther King Day |
| Yom Kippur | Lunar New Year |
| Election Day* | President's Day |
| Columbus Day | Eid Al-Fitr |
| Veterans Day | Holy Thursday |
| Thanksgiving Day | Good Friday |
| Thanksgiving Friday | Memorial Day |
| Christmas Eve Day | Juneteenth |
| Christmas Day | |

*Refer to Section 2 (f)

NOTE: When school is held on any of these days, custodians will work on that day at straight time rates.

Section 2.

(a) If a holiday falls on a Saturday, it will be paid and observed on the preceding Friday.

If a holiday falls on a Sunday, it will be paid and observed on the following Monday.

(b) No compensatory days will be granted for holidays that fall when school is in session.

(c) Saturday shift employees will be compensated at straight time for holidays that are celebrated on Mondays.

(d) Effective July 1, 2023, Hourly Food Service Workers, as well as Assistant Cooks and Cooks Managers, will be entitled to three (3) paid holidays each year for new Year's Day, Christmas Day and Thanksgiving Day after one (1) full year of service in the district.

(e) Effective July 1, 2024, "Assistant Cooks and Cook Managers" will be removed from Article XIII, Section 2(d) above as they are salaried employees and therefore receive compensation for every paid holiday.

(f) Effective July 1, 2008, hourly Food Service Helpers will be entitled to one paid holiday each year for New Year's Day after one full year of service in the District.

(g) Any custodial employee who are scheduled to work on Election Day and work a full shift (e.g. reports for duty) will be granted a Compensatory Day to be used prior to the conclusion of the current school year. If the Compensatory Day is not used prior to the conclusion of the current school year, it will be forfeited.

ARTICLE XIV - PERSONNEL FILES

Section 1. Upon request by the non-teaching employee, said employee shall be permitted to examine his/her official employment and personnel file.

Section 2. The School District shall reproduce for the non-teaching employee upon his/her request any material in the file.

Section 3. There shall be only one non-teaching employee personnel file in which the above type of material is filed.

Section 4. No material derogatory to a non-teaching employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge that the material has been read by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed was read and does not necessarily indicate agreement with its content.

Section 5. The employee shall have a right to answer any material filed, and the answer shall be attached to the file copy.

ARTICLE XV - TRANSFER AND REASSIGNMENTS

Section 1. The Board recognizes that frequent reassignment and/or transfer of non-teaching employees from one school to another is disruptive to the efficiency of the maintenance of the District, and interferes with optimum employee performance. Although the C.S.E.A. also recognizes that some flexibility in regard to employee transfers must remain with the Administration, a substantial degree of stability must be provided for all employees. Therefore, it is agreed as follows:

(a) List of non-teaching vacancies and/or new non-teaching positions created in the District shall be made available to all non-teaching employees. In filling such position consideration, shall be given to presently employed employees over newly appointed employees and should be based on performance, input from the principal, head custodian and Director of Facilities and Operations in the Bellmore-Merrick Central High School District.

(b) When transfer or reassignment of employees in a school or grade is necessary, to the extent possible, all volunteers shall first be transferred and/or reassigned. Subsequent transfers will be made on the basis of input from the principal, head custodian and Director of Facilities and Operations.

ARTICLE XVI - C.S.E.A. BUSINESS

Section 1. Permission shall be granted for the use of District facilities for meetings provided space is available and it does not interfere with the work of employees covered by this agreement or with the operation of the school system.

Section 2. At least one bulletin board shall be reserved at an accessible place in each school for the exclusive use of the C.S.E.A. for the purpose of posting material dealing with proper and legitimate C.S.E.A. business, provided that such material is not derogatory to any school personnel or detrimental to the best interests of the District.

Section 3. The C.S.E.A. shall be afforded the use of school mailboxes once a month for the purpose of distributing its material upon permission and approval of the Superintendent of Schools.

Section 4. The C.S.E.A. building representative may call a meeting of the C.S.E.A. members which will not interfere with the work schedule. Arrangements will be made for the time and place of the meeting through the Principal's office.

Section 5. The Board of Education reserves the right to see that generally accepted standards of good taste and honesty are maintained wherever the use of District facilities is involved.

Section 6. A total of three working days paid leave per year for the entire unit covered by this agreement will be provided for officials and members of the C.S.E.A. to attend official C.S.E.A. meetings and other functions. Additional time may be given at the discretion of the Superintendent of Schools.

ARTICLE XVII - DUES DEDUCTION

Section 1. The Board agrees to deduct from the salaries of its employees dues for the C.S.E.A. as said employees individually and voluntarily authorize the Board to deduct, and to transmit such monies to the C.S.E.A. Employee authorizations shall be in writing.

Every member of the bargaining unit who is not a member of the Association shall, within thirty (30) days after the initial date of employment, pay to the Association an agency fee. Such fee shall be equal to 100% of the membership dues of the Association. The Association shall forward to the fiscal or disbursing officer of the District a list of non-members and the sum of money to be deducted from each member's paycheck for the agency shop fee. Said amount shall be deducted from each member's paycheck in a manner equivalent to the manner in which dues deductions are made for members of the Association, insofar as possible. The fiscal or disbursing officer shall forward said total amount of agency shop fee deducted to the Association.

Indemnity: The Association agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys' fees that may accrue as a result of the aforesaid contract by reason of any actions or suits brought against the District by any employee in this unit of representation aggrieved by the implementation of the aforesaid agency shop provision of the aforesaid contract.

Participation in Legal Action: The Association will participate in all legal actions or proceedings brought which relate to the aforesaid agency shop clause to the fullest extent possible. Representation of the Association by attorneys retained by the Civil Service Employees Association and/or direct participation by said Association will be deemed as fulfilling the conditions of this paragraph.

Section 2. 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 C.S.E.A. Inc.

Section 3. The Association assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the C.S.E.A. Inc.

Section 4. No later than September 30 of each year, the Board shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for the Association.

ARTICLE XVIII - WORK GUARANTEES

Section 1. Any employee called to work on a day when they are not scheduled to work will receive a minimum of three hours pay.

Section 2. For security or safety emergencies (other than snow removal) any employee called to work shall receive a minimum of 4 hours pay.

ARTICLE XIX - WORK STOPPAGE

The Association and its members agree that they will not, under any circumstances, call, instigate or participate in any strike, walkout, mass resignation, slowdown, or any other tactic constituting a complete or partial work stoppage or denial of services. Any employee violating this provision shall be subject to summary dismissal or other disciplinary action without recourse to the grievance procedure established in this Agreement.

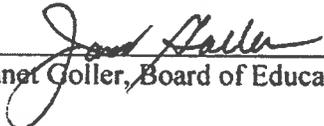
ARTICLE XX - RIGHT OF BOARD OF EDUCATION

Except as otherwise specifically set forth in this Agreement, the Board of Education and its designated supervisory officials shall be solely responsible for the operation and control of the school system and its personnel, including (but not limited to) the right to hire and assign personnel, the establishment of policy, the supervision of personnel and the establishment of budgetary, taxing and other financial policies.

ARTICLE XXI - DURATION OF AGREEMENT

This agreement shall become effective July 1, 2023 and shall be continued in effect until June 30, 2026 without change or modification. This Agreement represents the entire understanding of the parties and there are no promises or representations made or intended other than those set forth herein that can add to, change or modify any provision of this agreement. The parties hereto have had a full and complete opportunity to negotiate and present proposals and counter-proposals. It is, accordingly, agreed that during the term of this Agreement, neither party shall be bound to negotiate any addition to, change or modification of this Agreement. It is further agreed that in the event any provision of this Agreement is declared invalid, or if a change in the agreement is required by law, the parties will negotiate the same in good faith and incorporate it into the Agreement.

BELLMORE-MERRICK CENTRAL HIGH SCHOOL DISTRICT

BY: 
Janet Goller, Board of Education President

DATE 6/5/2024

LOCAL 1000, CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. AFSCME, AFL-CIO

BY: 
Frank Pagano, Unit President

DATE 6/3/24

BY: 
Liam Russert, Civil Service Employees Assn.

DATE 6/17/24

SALARY SCHEDULE "A-1"
CUSTODIAL - JULY 2023-2024
LEVELS*

| STEP | A | B | C | D | E | E2 | F | G | H | I |
|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 1 | 40,078 | 49,222 | 49,560 | 52,041 | 53,511 | 53,925 | 54,338 | 55,539 | 61,142 | 61,736 |
| 2 | 41,217 | 51,002 | 51,338 | 53,759 | 55,235 | 55,648 | 56,061 | 57,257 | 62,859 | 63,466 |
| 3 | 42,373 | 52,786 | 53,120 | 55,462 | 56,941 | 57,355 | 57,769 | 58,975 | 64,584 | 65,188 |
| 4 | 43,504 | 54,570 | 54,904 | 56,886 | 58,364 | 58,924 | 59,481 | 60,692 | 66,298 | 66,902 |
| 5 | 44,662 | 56,334 | 56,669 | 58,904 | 60,382 | 60,798 | 61,213 | 62,410 | 68,012 | 68,622 |
| 6 | 45,808 | 57,797 | 58,132 | 60,623 | 62,103 | 62,518 | 62,931 | 64,136 | 69,735 | 70,336 |
| 7 | 46,944 | 59,881 | 60,215 | 62,352 | 63,830 | 64,243 | 64,656 | 65,851 | 71,460 | 72,058 |
| 8 | 48,095 | 61,660 | 61,991 | 65,525 | 66,996 | 67,488 | 67,982 | 69,130 | 74,900 | 75,521 |
| 9 | 49,229 | 63,440 | 63,775 | 67,241 | 68,708 | 69,204 | 69,702 | 70,867 | 76,614 | 77,235 |
| 10 | 51,527 | 66,658 | 66,991 | 68,907 | 70,382 | 70,875 | 71,368 | 72,065 | 78,293 | 78,908 |
| 11 | 53,527 | 68,658 | 68,991 | 70,907 | 72,382 | 72,875 | 73,368 | 74,065 | 80,293 | 80,908 |
| 12 | 53,527 | 68,658 | 68,991 | 70,907 | 72,382 | 72,875 | 73,368 | 74,065 | 80,293 | 80,908 |
| 13 | 53,527 | 68,658 | 68,991 | 70,907 | 72,382 | 72,875 | 73,368 | 74,065 | 80,293 | 80,908 |
| 14 | 53,527 | 68,658 | 68,991 | 70,907 | 72,382 | 72,875 | 73,368 | 74,065 | 80,293 | 80,908 |
| 15 | 55,427 | 70,558 | 70,891 | 72,807 | 74,282 | 74,775 | 75,268 | 75,965 | 82,193 | 82,808 |
| 16 | 55,427 | 70,558 | 70,891 | 72,807 | 74,282 | 74,775 | 75,268 | 75,965 | 82,193 | 82,808 |
| 17 | 55,427 | 70,558 | 70,891 | 72,807 | 74,282 | 74,775 | 75,268 | 75,965 | 82,193 | 82,808 |
| 18 | 57,577 | 72,708 | 73,041 | 74,957 | 76,432 | 76,925 | 77,418 | 78,115 | 84,343 | 84,958 |
| 19 | 57,577 | 72,708 | 73,041 | 74,957 | 76,432 | 76,925 | 77,418 | 78,115 | 84,343 | 84,958 |
| 20 | 57,577 | 72,708 | 73,041 | 74,957 | 76,432 | 76,925 | 77,418 | 78,115 | 84,343 | 84,958 |
| 21 | 59,927 | 75,058 | 75,391 | 77,307 | 78,782 | 79,275 | 79,768 | 80,465 | 86,693 | 87,308 |

Custodial Longevity: Step 11 \$2,000 *Level
Step 15 \$1,900 A: Bus Driver
Step 18 \$2,150 B: Groundskeeper, Maintenance
Step 21 \$2,350 Helper, Cleaner, Laborer
C: Cleaner/Bus Driver
D: Custodian
E: Maintainer

E2: Senior Maintainer
F: Asst. Head Custodian - JHS
G: Asst. Head Custodian - SHS
H: Head Custodian - JHS
I: Head Custodian - SHS,
Maintenance Supervisor

SALARY SCHEDULE "A-2"
CUSTODIAL - JULY 2024-2025

LEVELS*

| STEP | A | B | C | D | E | E2 | F | G | H | I |
|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 1 | 41,381 | 50,822 | 51,171 | 53,732 | 55,250 | 55,678 | 56,104 | 57,344 | 63,129 | 63,742 |
| 2 | 42,557 | 52,660 | 53,006 | 55,506 | 57,030 | 57,457 | 57,883 | 59,118 | 64,902 | 65,529 |
| 3 | 43,750 | 54,502 | 54,846 | 57,265 | 58,792 | 59,219 | 59,646 | 60,892 | 66,683 | 67,307 |
| 4 | 44,918 | 56,344 | 56,688 | 58,735 | 60,261 | 60,839 | 61,414 | 62,664 | 68,453 | 69,076 |
| 5 | 46,114 | 58,165 | 58,511 | 60,818 | 62,344 | 62,774 | 63,202 | 64,438 | 70,222 | 70,852 |
| 6 | 47,297 | 59,675 | 60,021 | 62,593 | 64,121 | 64,550 | 64,976 | 66,220 | 72,001 | 72,622 |
| 7 | 48,470 | 61,827 | 62,172 | 64,378 | 65,904 | 66,331 | 66,757 | 67,991 | 73,782 | 74,400 |
| 8 | 49,658 | 63,664 | 64,006 | 67,655 | 69,173 | 69,681 | 70,191 | 71,377 | 77,334 | 77,975 |
| 9 | 50,829 | 65,502 | 65,848 | 69,426 | 70,941 | 71,453 | 71,967 | 73,170 | 79,104 | 79,745 |
| 10 | 53,202 | 68,824 | 69,168 | 71,146 | 72,669 | 73,178 | 73,687 | 74,407 | 80,838 | 81,473 |
| 11 | 55,202 | 70,824 | 71,168 | 73,146 | 74,669 | 75,178 | 75,687 | 76,407 | 82,838 | 83,473 |
| 12 | 55,202 | 70,824 | 71,168 | 73,146 | 74,669 | 75,178 | 75,687 | 76,407 | 82,838 | 83,473 |
| 13 | 55,202 | 70,824 | 71,168 | 73,146 | 74,669 | 75,178 | 75,687 | 76,407 | 82,838 | 83,473 |
| 14 | 55,202 | 70,824 | 71,168 | 73,146 | 74,669 | 75,178 | 75,687 | 76,407 | 82,838 | 83,473 |
| 15 | 57,102 | 72,724 | 73,068 | 75,046 | 76,569 | 77,078 | 77,587 | 78,307 | 84,738 | 85,373 |
| 16 | 57,102 | 72,724 | 73,068 | 75,046 | 76,569 | 77,078 | 77,587 | 78,307 | 84,738 | 85,373 |
| 17 | 57,102 | 72,724 | 73,068 | 75,046 | 76,569 | 77,078 | 77,587 | 78,307 | 84,738 | 85,373 |
| 18 | 59,252 | 74,874 | 75,218 | 77,196 | 78,719 | 79,228 | 79,737 | 80,457 | 86,888 | 87,523 |
| 19 | 59,252 | 74,874 | 75,218 | 77,196 | 78,719 | 79,228 | 79,737 | 80,457 | 86,888 | 87,523 |
| 20 | 59,252 | 74,874 | 75,218 | 77,196 | 78,719 | 79,228 | 79,737 | 80,457 | 86,888 | 87,523 |
| 21 | 61,602 | 77,224 | 77,568 | 79,546 | 81,069 | 81,578 | 82,087 | 82,807 | 89,238 | 89,873 |

Custodial Longevity: Step 11 \$2,000 *Level
Step 15 \$1,900 A: Bus Driver
Step 18 \$2,150 B: Groundskeeper, Maintenance
Step 21 \$2,350 Helper, Cleaner, Laborer
C: Cleaner/Bus Driver
D: Custodian
E: Maintainer
E2: Senior Maintainer
F: Asst. Head Custodian - JHS
G: Asst. Head Custodian - SHS
H: Head Custodian - JHS
I: Head Custodian - SHS,
Maintenance Supervisor

SALARY SCHEDULE "A-3"
CUSTODIAL - JULY 2025-2026
LEVELS*

| STEP | A | B | C | D | E | E2 | F | G | H | I |
|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 1 | 42,622 | 52,347 | 52,706 | 55,344 | 56,908 | 57,348 | 57,787 | 59,064 | 65,023 | 65,654 |
| 2 | 43,834 | 54,240 | 54,596 | 57,171 | 58,741 | 59,181 | 59,619 | 60,892 | 66,849 | 67,495 |
| 3 | 45,063 | 56,137 | 56,491 | 58,983 | 60,556 | 60,996 | 61,435 | 62,719 | 68,683 | 69,326 |
| 4 | 46,266 | 58,034 | 58,389 | 60,497 | 62,069 | 62,664 | 63,256 | 64,544 | 70,507 | 71,148 |
| 5 | 47,497 | 59,910 | 60,266 | 62,643 | 64,214 | 64,657 | 65,098 | 66,371 | 72,329 | 72,978 |
| 6 | 48,716 | 61,465 | 61,822 | 64,471 | 66,045 | 66,487 | 66,925 | 68,207 | 74,161 | 74,801 |
| 7 | 49,924 | 63,682 | 64,037 | 66,309 | 67,881 | 68,321 | 68,760 | 70,031 | 75,995 | 76,632 |
| 8 | 51,148 | 65,574 | 65,926 | 69,685 | 71,248 | 71,771 | 72,297 | 73,518 | 79,654 | 80,314 |
| 9 | 52,354 | 67,467 | 67,823 | 71,509 | 73,069 | 73,597 | 74,126 | 75,365 | 81,477 | 82,137 |
| 10 | 54,798 | 70,889 | 71,243 | 73,280 | 74,849 | 75,373 | 75,898 | 76,639 | 83,263 | 83,917 |
| 11 | 56,798 | 72,889 | 73,243 | 75,280 | 76,849 | 77,373 | 77,898 | 78,639 | 85,263 | 85,917 |
| 12 | 56,798 | 72,889 | 73,243 | 75,280 | 76,849 | 77,373 | 77,898 | 78,639 | 85,263 | 85,917 |
| 13 | 56,798 | 72,889 | 73,243 | 75,280 | 76,849 | 77,373 | 77,898 | 78,639 | 85,263 | 85,917 |
| 14 | 56,798 | 72,889 | 73,243 | 75,280 | 76,849 | 77,373 | 77,898 | 78,639 | 85,263 | 85,917 |
| 15 | 58,698 | 74,789 | 75,143 | 77,180 | 78,749 | 79,273 | 79,798 | 80,539 | 87,163 | 87,817 |
| 16 | 58,698 | 74,789 | 75,143 | 77,180 | 78,749 | 79,273 | 79,798 | 80,539 | 87,163 | 87,817 |
| 17 | 58,698 | 74,789 | 75,143 | 77,180 | 78,749 | 79,273 | 79,798 | 80,539 | 87,163 | 87,817 |
| 18 | 60,848 | 76,939 | 77,293 | 79,330 | 80,899 | 81,423 | 81,948 | 82,689 | 89,313 | 89,967 |
| 19 | 60,848 | 76,939 | 77,293 | 79,330 | 80,899 | 81,423 | 81,948 | 82,689 | 89,313 | 89,967 |
| 20 | 60,848 | 76,939 | 77,293 | 79,330 | 80,899 | 81,423 | 81,948 | 82,689 | 89,313 | 89,967 |
| 21 | 63,198 | 79,289 | 79,643 | 81,680 | 83,249 | 83,773 | 84,298 | 85,039 | 91,663 | 92,317 |

Custodial Longevity: Step 11 \$2,000 *Level
Step 15 \$1,900 A: Bus Driver
Step 18 \$2,150 B: Groundskeeper, Maintenance
Step 21 \$2,350 Helper, Cleaner, Laborer
Night Differential \$800 C: Cleaner/Bus Driver
D: Custodian
E: Maintainer
E2: Senior Maintainer
F: Asst. Head Custodian - JHS
G: Asst. Head Custodian - SHS
H: Head Custodian - JHS
I: Head Custodian - SHS,
Maintenance Supervisor

SCHEDULE "B-1"

CAFETERIA

SEPTEMBER 2023-2024

| STEP | COOK MANAGER - 6.5 Hours (1189.5 Hours) | | ASS'T COOK - 5 Hours (915 Hours) | |
|------|--|----------|-------------------------------------|----------|
| | Annual | Hourly | Annual | Hourly |
| 1 | \$ 23,678 | \$ 19.91 | \$ 14,259 | \$ 15.58 |
| 2 | \$ 24,729 | \$ 20.79 | \$ 15,071 | \$ 16.47 |
| 3 | \$ 25,792 | \$ 21.68 | \$ 15,801 | \$ 17.27 |
| 4 | \$ 26,375 | \$ 22.17 | \$ 16,190 | \$ 17.69 |
| 5 | \$ 26,887 | \$ 22.60 | \$ 16,528 | \$ 18.06 |
| 6 | \$ 27,396 | \$ 23.03 | \$ 17,032 | \$ 18.61 |
| 7 | \$ 27,940 | \$ 23.49 | \$ 17,424 | \$ 19.04 |
| 8 | \$ 29,122 | \$ 24.48 | \$ 18,240 | \$ 19.93 |
| 9 | \$ 30,179 | \$ 25.37 | \$ 19,057 | \$ 20.83 |
| 10 | \$ 31,208 | \$ 26.24 | \$ 19,843 | \$ 21.69 |
| 11 | \$ 32,758 | \$ 27.54 | \$ 21,393 | \$ 23.38 |
| 12 | \$ 32,758 | \$ 27.54 | \$ 21,393 | \$ 23.38 |
| 13 | \$ 32,758 | \$ 27.54 | \$ 21,393 | \$ 23.38 |
| 14 | \$ 32,758 | \$ 27.54 | \$ 21,393 | \$ 23.38 |
| 15 | \$ 34,383 | \$ 28.91 | \$ 23,018 | \$ 25.16 |
| 16 | \$ 34,383 | \$ 28.91 | \$ 23,018 | \$ 25.16 |
| 17 | \$ 34,383 | \$ 28.91 | \$ 23,018 | \$ 25.16 |
| 18 | \$ 36,083 | \$ 30.33 | \$ 24,718 | \$ 27.01 |

| | | |
|---------------------|---------|---------|
| Cafeteria Longevity | Step 11 | \$1,550 |
| | Step 15 | \$1,625 |
| | Step 18 | \$1,700 |
| | Step 21 | \$1,850 |

SCHEDULE "B-2"

CAFETERIA

SEPTEMBER 2024-2025

| STEP | COOK MANAGER - 6.5 Hours (1189.5 Hours) | | ASS'T COOK - 5 Hours (915 Hours) | |
|------|--|----------|-------------------------------------|----------|
| | Annual | Hourly | Annual | Hourly |
| 1 | \$ 24,448 | \$ 20.55 | \$ 14,722 | \$ 16.09 |
| 2 | \$ 25,533 | \$ 21.47 | \$ 15,561 | \$ 17.01 |
| 3 | \$ 26,630 | \$ 22.39 | \$ 16,315 | \$ 17.83 |
| 4 | \$ 27,232 | \$ 22.89 | \$ 16,716 | \$ 18.27 |
| 5 | \$ 27,761 | \$ 23.34 | \$ 17,065 | \$ 18.65 |
| 6 | \$ 28,286 | \$ 23.78 | \$ 17,586 | \$ 19.22 |
| 7 | \$ 28,848 | \$ 24.25 | \$ 17,990 | \$ 19.66 |
| 8 | \$ 30,068 | \$ 25.28 | \$ 18,833 | \$ 20.58 |
| 9 | \$ 31,160 | \$ 26.20 | \$ 19,676 | \$ 21.50 |
| 10 | \$ 32,222 | \$ 27.09 | \$ 20,488 | \$ 22.39 |
| 11 | \$ 33,772 | \$ 28.39 | \$ 22,038 | \$ 24.09 |
| 12 | \$ 33,772 | \$ 28.39 | \$ 22,038 | \$ 24.09 |
| 13 | \$ 33,772 | \$ 28.39 | \$ 22,038 | \$ 24.09 |
| 14 | \$ 33,772 | \$ 28.39 | \$ 22,038 | \$ 24.09 |
| 15 | \$ 35,397 | \$ 29.76 | \$ 23,663 | \$ 25.86 |
| 16 | \$ 35,397 | \$ 29.76 | \$ 23,663 | \$ 25.86 |
| 17 | \$ 35,397 | \$ 29.76 | \$ 23,663 | \$ 25.86 |
| 18 | \$ 37,097 | \$ 31.19 | \$ 25,363 | \$ 27.72 |

| | | |
|---------------------|---------|---------|
| Cafeteria Longevity | Step 11 | \$1,550 |
| | Step 15 | \$1,625 |
| | Step 18 | \$1,700 |
| | Step 21 | \$1,850 |

SCHEDULE "B-3"

CAFETERIA

SEPTEMBER 2025-2026

| STEP | COOK MANAGER - 6.5 Hours (1189.5 Hours) | | ASS'T COOK - 5 Hours (915 Hours) | |
|------|--|----------|-------------------------------------|----------|
| | Annual | Hourly | Annual | Hourly |
| 1 | \$ 25,181 | \$ 21.17 | \$ 15,164 | \$ 16.57 |
| 2 | \$ 26,299 | \$ 22.11 | \$ 16,028 | \$ 17.52 |
| 3 | \$ 27,429 | \$ 23.06 | \$ 16,804 | \$ 18.37 |
| 4 | \$ 28,049 | \$ 23.58 | \$ 17,217 | \$ 18.82 |
| 5 | \$ 28,594 | \$ 24.04 | \$ 17,577 | \$ 19.21 |
| 6 | \$ 29,135 | \$ 24.49 | \$ 18,114 | \$ 19.80 |
| 7 | \$ 29,713 | \$ 24.98 | \$ 18,530 | \$ 20.25 |
| 8 | \$ 30,970 | \$ 26.04 | \$ 19,398 | \$ 21.20 |
| 9 | \$ 32,095 | \$ 26.98 | \$ 20,266 | \$ 22.15 |
| 10 | \$ 33,189 | \$ 27.90 | \$ 21,103 | \$ 23.06 |
| 11 | \$ 34,739 | \$ 29.20 | \$ 22,653 | \$ 24.76 |
| 12 | \$ 34,739 | \$ 29.20 | \$ 22,653 | \$ 24.76 |
| 13 | \$ 34,739 | \$ 29.20 | \$ 22,653 | \$ 24.76 |
| 14 | \$ 34,739 | \$ 29.20 | \$ 22,653 | \$ 24.76 |
| 15 | \$ 36,364 | \$ 30.57 | \$ 24,278 | \$ 26.53 |
| 16 | \$ 36,364 | \$ 30.57 | \$ 24,278 | \$ 26.53 |
| 17 | \$ 36,364 | \$ 30.57 | \$ 24,278 | \$ 26.53 |
| 18 | \$ 38,064 | \$ 32.00 | \$ 25,978 | \$ 28.39 |

| | | |
|---------------------|---------|---------|
| Cafeteria Longevity | Step 11 | \$1,550 |
| | Step 15 | \$1,625 |
| | Step 18 | \$1,700 |
| | Step 21 | \$1,850 |

SCHEDULE "C"
TERMINATION LEAVE

A. Retirement Benefit

After giving proper notice (thirty days), in writing, to the Board of Education of an employee's intention to retire, and also proper notice, in writing, to the applicable state retirement organization, such an employee shall be granted an increase in current salary equivalent to one day of current pay for each two days of accumulated unused personal sick leave in the District. This 50% sick leave payment shall be paid to those who are eligible for actual retirement in the pension system or are eligible for vesting in the pension system (with less than 20 years of service). For contract purposes "vesting" is defined as five years of service in the Retirement System with the adjustments to Tiers 5 and 6 vesting periods from 10 to 5 years.

Effective January 1, 2010, 60% of accumulated (unused) sick leave shall be paid for bona fide retirement (minimum 55 years of age and minimum 20 years of service in the District) for Unit III members hired before July 1, 2005.

Termination pay of 50% of accumulated (unused) sick leave shall be paid for bona fide retirement (minimum 55 years of age and minimum 20 years of service in the District) for employees hired on or after July 1, 2005.

The District will process such payment of accumulated (unused) sick leave to the retiree within two pay periods after their last day of employment.

The District will process payment of unused and accrued vacation days to the retiree within two pay periods after their last day of employment.

B. Termination Benefit

After giving proper notice (fourteen days), in writing, to the Board of Education of an employee's intention to leave the employ of the District for reasons other than retirement, involuntary separation or request for resignation by the Board of Education, such employee shall be granted an increase in current salary equivalent to current pay for accumulated unused personal sick leave in the District, in accordance with the following schedule effective July 1, 2008:

- i. From five years up to and including 15 years of service – 20% of accumulated personal sick leave.
- ii. From more than 15 years to and including 20 years of service – 30% of accumulated personal sick leave.

iii. From more than 20 years of service – 50% of accumulated personal sick leave.

The District will process such payment of accumulated (unused) sick leave to the former employee within two pay periods after their last day of employment.

The District will process payment of unused and accrued vacation days to the former employee within two pay periods after their last day of employment.

The terms and conditions of an MOA between the parties requiring termination leave payments shall be made in the form of an employer, non-elective non-discretionary contribution to an account established pursuant to section 403(b) of the Internal Revenue Code of 1986.

C. Section 403(b) Non-Elective, Non-Discretionary Contribution

Effective July 30, 2014, unit members who satisfy the eligibility and notification requirements set forth in Sections A and B above shall receive the Retirement Benefit (inclusive of the benefit authorized for unit members “vesting” in the pension system) or Termination Benefit, whichever is applicable, subject to and in accordance with the following terms. For contract purposes “vesting” is defined as five years of service in the Retirement System with the adjustments to Tiers 5 and 6 vesting periods from 10 to 5 years.

Under no circumstances, other than as specifically provided herein, shall any unit member or his or her estate receive any benefit described in this Schedule C in cash.

After receipt of the notice referenced above, the District shall calculate the value of an eligible unit member’s Retirement Benefit or Termination Benefit, whichever is applicable, referred to herein as the “Retirement Benefit Amount” or the “Termination Benefit Amount.”

The Retirement Benefit Amount or Termination Benefit Amount, whichever is applicable, shall be provided by the District for the benefit of a unit member in accordance with the following:

- (i) No later than thirty (30) days after the effective date of the unit member’s retirement or separation from the District, the District shall make an employer non-elective, non-discretionary contribution to the Code Section 403(b) account of the eligible unit member in an amount up to the limitations of Code Section 415 as applicable to Code Section 403(b) plans under Code Section 403(b)(1) and 403(b)(3) for the year in which such contribution is made.
- (ii) If any portion of the Retirement Benefit Amount or the Termination Benefit Amount remains after the District (employer) non-elective, non-discretionary contribution, the remaining balance, if any, shall be paid to the eligible unit member as compensation

in a lump sum no later than thirty (30) days of the effective date of retirement or separation from the District, whichever is applicable.

The non-elective employer contribution, as specified above, shall be contributed to such provider as may be selected by an eligible unit member to receive employer contributions pursuant to all of the terms specified herein. If a unit member does not designate a 403(b) account which can receive an employer non-elective contribution, the District shall deposit the contribution into a 403(b) account on behalf of the unit member as required by law. Each eligible unit member shall notify the District in writing of the total elective contributions, if any, made by such unit member to any Code Section 403(b) account, other than with respect to contributions made as an employee of the District. Such notification shall be provided no later than thirty (30) days prior to the required date of contribution.

The provisions of the employer (District) non-elective contribution provided herein shall be deemed incorporated into the Adoption Agreement completed and executed by the District in connection with the adoption of its Section 403(b) Benefit Plan as if fully set forth herein.

The Association acknowledges that the District has made no representation to the Association or its members as to the position of the Internal Revenue Service (IRS) or the Courts regarding the taxability or tax-deferred nature of the non-elective employer contribution provided hereunder or as to the position of the New York State Employees' Retirement System (ERS) regarding whether these contributions will be included in the member's final average salary (FAS). The District shall fulfill any applicable legal obligations in processing and reporting these contributions to ERS. In this regard, the Association's members shall be responsible for their own liabilities to the extent that the Internal Revenue Service or the Courts either re-characterizes or denies the intended tax treatment of the contribution and further, shall hold the District harmless if either of such events shall occur.



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

Mary E. Sullivan, President

