

# AGREEMENT

by and between the

**FRANKLIN SQUARE UNION  
FREE SCHOOL DISTRICT**

and

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



Franklin Square UFSD Custodial Unit #7233-00  
Nassau County Educational Local 865

**July 1, 2024 - June 30, 2027**



## TABLE OF CONTENTS

<b>I.</b>	<b>RECOGNITION CLAUSE .....</b>	<b>1</b>
<b>II.</b>	<b>GRIEVANCE PROCEDURES.....</b>	<b>2</b>
<b>III.</b>	<b>HEALTH INSURANCE .....</b>	<b>4</b>
<b>IV.</b>	<b>DENTAL AND VISION INSURANCE.....</b>	<b>5</b>
<b>V.</b>	<b>JURY DUTY .....</b>	<b>5</b>
<b>VI.</b>	<b>SICK LEAVE/PERSONAL LEAVE/VACATION LEAVE.....</b>	<b>6</b>
<b>VII.</b>	<b>BEREAVEMENT.....</b>	<b>7</b>
<b>VIII.</b>	<b>RETIREMENT.....</b>	<b>8</b>
<b>IX.</b>	<b>WORKERS' COMPENSATION.....</b>	<b>8</b>
<b>X.</b>	<b>BUILDING INSPECTIONS.....</b>	<b>8</b>
<b>XI.</b>	<b>CONFERENCES.....</b>	<b>8</b>
<b>XII.</b>	<b>EMPLOYEE ADVANCEMENT .....</b>	<b>8</b>
<b>XIII.</b>	<b>HOLIDAYS.....</b>	<b>9</b>
<b>XIV.</b>	<b>HOURS OF WORK AND OVERTIME .....</b>	<b>9</b>
<b>XV.</b>	<b>SALARIES/LONGEVITY/OVERTIME.....</b>	<b>10</b>
<b>XVI.</b>	<b>UNIFORMS .....</b>	<b>12</b>
<b>XVII.</b>	<b>MEETINGS.....</b>	<b>12</b>
<b>XVIII.</b>	<b>TERMINAL LEAVE .....</b>	<b>12</b>
	<b>403-B PROVISION .....</b>	<b>12</b>
<b>XIX.</b>	<b>DUES DEDUCTION .....</b>	<b>14</b>
<b>XX.</b>	<b>TAX SHELTERED ANNUITIES.....</b>	<b>14</b>
<b>XXI.</b>	<b>PAYROLL DEDUCTIONS.....</b>	<b>14</b>



This Agreement made by and between the BOARD OF EDUCATION of the FRANKLIN SQUARE UNION FREE SCHOOL DISTRICT, hereinafter referred to as "BOARD" and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000 AFSCME, AFL-CIO, Nassau Education Local 865, Franklin Square UFSD Custodial Unit hereby termed the "ASSOCIATION."

In order to effectuate the provisions of Article 14 of the Civil Service Law as written and as it may hereafter during the term of this Agreement be amended and be in force, and to encourage and increase effective and harmonious relationships between the BOARD and the ASSOCIATION, the BOARD and the ASSOCIATION agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and, therefore, agree that, unless both parties agree in writing to re-open the agreement as to any item, negotiations will not be re-opened on any item, whether contained herein or not, during the life of this Agreement.

## I. RECOGNITION CLAUSE

The BOARD, having determined that membership in the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, is supported by a majority of its employees currently employed in the following categories, hereby recognizes the said ASSOCIATION as the sole bargaining agent for the categories of employees as follows: Custodians, Cleaners.

The BOARD hereby grants to the CIVIL SERVICE EMPLOYEES ASSOCIATION, INCORPORATED, Local 1000, hereinafter called the ASSOCIATION, unchallenged representation status until seven months prior to the expiration of this written Agreement in accordance with Section 208(2) of the Civil Service Law. This Agreement shall cover the fiscal years of the employer July 1, 2024 through June 30, 2027.

The ASSOCIATION agrees not to engage in, instigate, encourage or condone a strike.

On or about December 1, 2026, representative of the ASSOCIATION and representatives of the BOARD shall enter into negotiations for the following school year. Neither party in any negotiations shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or outside of the School District.

If such an agreement is not reached at least sixty (60) days prior to the next budget submission date, an impasse may be deemed to exist. Either party may request the services of the Public Employment Relations Board as prescribed by Article 14 of the Civil Service Law.

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.

## **II. GRIEVANCE PROCEDURES**

### **A. Basic Principles**

1. All Civil Service employees shall have the right and opportunity to present to their immediate supervisor and to the other administrators indicated in the following procedures, any grievance relating to their assignment or conditions of employment without fear of coercion, discrimination or reprisal.

2. All Civil Service employees shall have the right to be represented, if they so desire, at the written stage of the grievance procedure by a person of their choice.

3. It is understood and agreed that the complainant may, at any stage, withdraw his/her grievance. This should be done in writing.

4. It is understood and agreed that should any supervisor or administrator not comply with the time limitations set forth herein for making a decision, unless both parties agree to a delay, the complainant may automatically proceed to the next stage.

5. It is also understood that, if the Civil Service employee does not present his/her grievance within ten school days of the occurrence of the conduct complained of, or if the employee does not comply with the time limitations set forth at all stages, the grievance shall be deemed to be waived or satisfied.

### **B. Definitions**

1. "Civil Service Employee" shall mean any member represented by Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Franklin Square U.F.S.D. Employees (custodial unit).

2. The term "Board of Education" means duly elected trustees of the Franklin Square Union Free School District.

3. "Grievance" means any alleged violation, misinterpretation, or inequitable application of this Agreement. It excludes any matter involving disciplinary proceedings, termination of employment, compensation, retirement benefits or any matter which is otherwise reviewable pursuant to law, Civil Service Regulations, or any rules or regulations having the force and effect of law.

4. "Complainant" means any Civil Service Employee (as defined above) who presents an alleged grievance.

5. "Policy" means any rules, procedures, regulations, administrative orders or work rules affecting Civil Service employees.

6. Saturdays, Sundays and holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure, except where the term "calendar days" is used.

7. "Immediate supervisor" means the person to whom the complainant is immediately answerable in the chain of command, e.g., the Head Custodian in the school building.

C. Procedures for Individual Grievance

1. First Stage – Informal Presentation

a. A Civil Service employee who claims to have a grievance shall make an appointment to present the facts of the grievance and the relief desired to his/her immediate supervisor, orally, in a genuine effort to remedy this situation, within ten days after the alleged grievance occurs. The immediate supervisor shall make himself/herself available to the complainant for the latter's oral presentation at the requested appointment.

b. The immediate supervisor shall discuss the grievance with the employee and shall make such investigation and consult with such other employees and members of the staff as he/she deems appropriate.

c. The supervisor shall orally advise the complainant of his/her decision within seven days after the grievance has been presented.

2. Second Stage – Written Statement

a. If the complainant is not satisfied with the decision, the complainant, within five days thereafter, shall request a review and determination of his/her grievance by the Building Principal or other person designated by the Superintendent of Schools. Such request shall be in writing (three copies) and shall specify in detail the grievance and relief sought. One copy shall be given to the Building Principal or other person designated by the Superintendent of Schools, one copy to the immediate supervisor and one copy retained by the complainant, thereupon, and within five days after receiving such request, the immediate supervisor of the complainant shall submit to the Building Principal or Superintendent of School's designee, a written statement concerning the facts of the grievance and his/her recommendations for resolution of the grievance.

b. Within five days of the immediate supervisor's statement, the Building Principal or Superintendent of Schools' designee, shall make his/her decision in writing, including fact findings, conclusions and recommendations and shall give a copy of this to the complainant.

3. Third Stage

a. If the complainant is not satisfied with the decision at stage two, the complainant may within seven days after receiving the written decision, request in writing a review

and determination of his/her grievance by the Superintendent of Schools, setting forth in detail the respects in which the said decision is in error or improper and giving a copy to the Building Principal or the Superintendent of School's designee who made the decision in stage two. Thereupon, and within five days after receiving such request, the latter shall submit to the Superintendent of Schools a written statement of his/her report and reply and the facts relating to it.

b. Complainant shall make himself/herself available for any personal discussion with the Superintendent of Schools.

c. The Superintendent of Schools shall notify the complainant within ten days, in writing, of his/her decision.

4. Fourth Stage

a. If the complainant is not satisfied with the decision rendered by the Superintendent of Schools, the complainant may, within ten days thereafter, request in writing a review and determination of his/her grievance by the Board of Education. This written request shall be delivered to the District Clerk and shall specify the basis or reasons for his/her dissatisfaction with the Superintendent of School's decision and the relief sought. A copy of the request shall be given simultaneously to the Superintendent of Schools by the complainant.

b. The Board, within one month of receipt of the appeal, shall fix a date and place for a meeting at which time the complainant may present oral and written statements in support of the complainant's position. At the option of the Board, the meeting may be held before the Board, a committee of the Board, or the School Attorney.

c. Such meeting shall be fixed at a date not more than twenty, and not less than ten days, from the date of mailing of the notice thereof.

d. The Board, its committee, or the School Attorney, shall render a decision in writing within twenty days after the meeting, or any final adjournment or extension thereof, which decision shall be final. The decision shall be made a record of the Board, with a copy furnished to the complainant or his/her representative.

### **III. HEALTH INSURANCE**

The Board agrees to participate in all of the options of the New York State Empire Health Insurance Plan Core Plus Enhancements.

Effective July 1, 2024 through June 30, 2027, the Board agrees to pay Seventy-Five percent (75%) of the cost of the Empire Plan Core Plus Enhancements for individual, dependent and family coverage. Any employee on an alternate plan prior to 7/1/13 may remain on the alternate plan for the duration of this Agreement and shall receive the same benefit toward the alternate plan.

The Board agrees to extend its current practice of providing health benefits at active rates for individual and family coverage through June 30, 2027 to persons who retire during the life of the contract (July 1, 2024 to June 30, 2027). Thereafter, the benefit shall revert to the minimum allowed by Civil Service Law.

The District shall have the option to change health insurance carriers providing all benefits of the new carrier are equal to or better than the benefits being provided at the time of such proposed change.

As a prerequisite to receiving health insurance, each employee hired subsequent to July 1, 2005 and his/her dependents must submit satisfactory proof that health insurance, equal to or better than that offered by the District, is not available to the employee and/or his/her dependents from any other source.

There shall be an open window period when an employee who declined coverage because he/she was previously covered by some other health insurance source may be reinstated, and be eligible for the same coverage and status that would have been in effect if the employee had not waived coverage provided such employee remains uncovered for at least twelve (12) months. The open window period shall begin on the first day following the ending of the twelve (12) month period of non-coverage and continue for sixty (60) calendar days thereafter.

New employees will be eligible for health insurance at a commencement of employment. The employee's right to elect non-coverage under this paragraph shall expire and have no effect as of the expiration date of this Agreement, unless specifically inserted in a new and further Agreement between the parties.

#### **IV. DENTAL AND VISION INSURANCE**

The Board shall pay annually the sum of \$575 towards each employee's dental services which will be deemed an employee self-insured plan.

The District shall permit bargaining unit members to enroll, at the sole expense of the member, in the CSEA EBF Member Plus Dental Plan and/or CSEA EBF Member Plus Vision Plan (individual or family). To the extent permitted by law, the cost of such coverage may be through payroll deduction.

#### **V. JURY DUTY**

1. Any employee shall be excused without loss of pay or other benefits while serving as a juror.
2. Absence for the purpose stipulated in "1" shall not be charged against sick or personal leave.
3. All remuneration received by an employee for service as provided in "1" hereof shall be paid over to the Board within five (5) days after the same shall have been received.

## **VI. SICK LEAVE/PERSONAL LEAVE/VACATION LEAVE**

1. Employees shall be entitled to the following sick leave/personal leave/vacation leave:

- Employees who have served continuously for one (1) full year and less than four (4) full years are entitled to twelve (12) sick days, three (3) personal days and five (5) vacation days annually.
- Employees who have served continuously for four (4) full years and less than six (6) full years are entitled to twelve (12) sick days, three (3) personal days and nine (9) vacation days annually.
- Employees who have served continuously for six (6) full years and less than nine (9) full years are entitled to twelve (12) sick days, three (3) personal days and twelve (12) vacation days annually.
- Employees who have served continuously for nine (9) full years and less than fourteen (14) full years are entitled to twelve (12) sick days, three (3) personal days and fifteen (15) vacation days annually.
- Employees who have served continuously for fourteen (14) full years are entitled to twelve (12) sick days, three (3) personal days and eighteen (18) vacation days annually.

Employees shall be entitled to three (3) personal days with pay per year. Personal days are not cumulative.

Personal days must have 48 hours advance notice and approval of the Superintendent of Schools and shall include the following:

- i. Legal matters, including house closings, income tax hearings, adoption proceedings, court appearances, probate proceedings, and the like;
- ii. Ceremonies such as family weddings, graduations and religious exercises;
- iii. Household moving;
- iv. Funeral attendance/bereavement for family members not specified in Article VII;
- v. Religious holidays;
- vi. Illnesses not covered in Article VI.2, in the sole discretion of the Superintendent; and
- vii. Any other reason approved by the Superintendent in his sole discretion.

The Superintendent may, in his sole discretion, waive the 48 advance notice requirement in cases of emergency.

2. Unused sick days may be accumulated up to a maximum of 150 days. Previously accumulated annual days as of June 30, 2020 shall be credited to the employee for purposes of this accumulation. Employees shall provide a doctor's note to substantiate absence any time the Employee uses five (5) or more consecutive sick days or in the event sick leave abuse is suspected, as determined by the Superintendent. Unused personal days at the end of the school year may be carried over for use as sick leave. Up to five (5) sick leave days in a school year may be utilized for purposes of caring for an employee's spouse, child, parent or domestic partner and/or for a grandparent residing in the same household. Except in emergencies, the use of sick leave days pursuant to this paragraph requires prior notification to the Immediate Supervisor.

3. For extended illness or injury beyond accumulated sick leave, an employee, upon the recommendation of the Superintendent of Schools and the approval of the Board of Education shall be paid at a salary and for a period of time to be determined by the Board of Education.

4. Employees shall have maternity and paternity related leave as may be authorized pursuant to the Family and Medical Leave Act.

5. Employees with a minimum of forty (40) accumulated sick days at the onset of the fiscal year and at least six (6) unused sick days at the end of the fiscal year may exchange the current year's remaining sick leave days at a rate of 1 day for every 3 days in lieu of accrual at the daily rate specified in Article XVII.

6. Vacation may not be taken during the 2-week period prior to the opening of school and the last instructional week of the school year.

7. Vacation approval will be limited to one (1) job title per building on the same day.

8. Whenever possible, vacation requests will be scheduled in advance.

9. Custodians and Cleaners may cash out up to five (5) unused vacation days to be paid at the daily rate applicable that school year. Employees electing this option shall notify the District no later than June 1.

10. Any employee who uses fewer than four (4) sick or personal days in a school year shall receive an attendance bonus of \$400.

## **VII. BEREAVEMENT**

Employees may receive up to five days bereavement leave for the death of an immediate family member: parents, spouse, children, grandparent, grandchild, step-child or domestic partner. Employees may receive up to five days bereavement leave for other related parties defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncles or cousin.

## **VIII. RETIREMENT**

The Board shall continue to grant the members of the Association the benefits of the 1/50 non-contributory New York State Employees Retirement Plan retroactive to 1938. The District shall provide retirement coverage in the State Employees Retirement System for "plan known as 75-g".

## **IX. WORKERS' COMPENSATION**

Employees absent because of injury arising out of and in the course of employment shall be granted and charged against sick leave with full pay which shall not exceed accumulated sick leave. Money received by an employee as Workers' Compensation shall be reimbursed to the District, not exceeding his/her salary during the period of absence from work, and the money shall be converted into unused days of sick leave and added to accumulated sick leave.

## **X. BUILDING INSPECTIONS**

Each building shall be inspected on a regular basis: on holidays, Saturdays and Sundays, and when school is closed. Each building shall be inspected prior to noon on such days by a Custodian/Cleaner assigned by the Head Custodian of such building or by the Head Custodian himself. All Custodians/Cleaners must be available for such assignment.

Two hours overtime will be paid for Saturday building inspection, unless otherwise authorized by the Head Custodian, Building Administrator, or Director of Facilities. Two hours overtime will be paid for Sunday building inspection. One hour overtime will be paid for building inspection on other days – except when there is a refuse pickup in which instance the overtime will increased to two hours. Additional overtime beyond two hours on Saturday or one hour on Sunday and holidays must be approved by the Supervisor, Principal or Assistant Superintendent for Finance prior to service.

Unit members called into work outside of regular hours due to emergency shall be guaranteed two (2) hours pay, and work beyond two (2) hours shall be paid based upon actual time worked.

## **XI. CONFERENCES**

An employee may attend a conference on recommendation of his/her immediate supervisor and building principal, and on approval of the Superintendent of Schools.

## **XII. EMPLOYEE ADVANCEMENT**

Cleaner employees will be encouraged to qualify and apply for advancement to Custodial positions. Advancements will only be awarded to employees who qualify under Civil Service requirements and who receive the recommendation of the Superintendent of Schools.

### **XIII. HOLIDAYS**

There shall be eighteen (18) paid holidays each school year. The Association shall recommend specific dates to the Superintendent of Schools on or before May 30<sup>th</sup> of the previous school year for his/her approval.

### **XIV. HOURS OF WORK AND OVERTIME**

1. Full-time Custodians and full-time Cleaners shall work eight hours a day when working the day shift and seven hours a day when working the evening shift. A member of this unit will be assigned on a permanent basis to the evening shift.

2. During the pupil summer vacation period (commencing the Monday following the last day of regular instruction in June) employees will be scheduled to work four days per week. During the pupil summer vacation period an employee shall work eight hours per day four days per week with the exception of the week prior to the opening of school in September. Another day shall be substituted for the last week prior to the opening of school at the discretion of the Superintendent and the Board of Education.

3. The Board of Education reserves the right to reinstate Fridays as workdays during the pupil summer vacation period with weekly hours of work not exceeding the scheduled hours of weekly work under the four-day schedule.

4. Full-time Custodians and full-time Cleaners shall work seven hours a day when school is not in session during the teacher calendar period commencing no later than September 1 through no earlier than June 30.

5. Overtime rates for all employees shall (i) or (ii), whichever is greater: (i) the individual employee's hourly rate and, as applicable, multiplied by time and one-half or double time; or (ii) \$26 for straight time, \$39.91 for time and one half, or \$53.20 for double time.

6. All work performed on Saturdays shall be paid at the rate of time and one-half.

7. All work performed on Sundays and Holidays shall be paid at the rate of double time.

8. On snow removal days, all full-time custodians & all full-time cleaners who report for duty shall be paid at the rate of time and one-half (i.e., an additional one-half hour for regularly scheduled to work hours; and time and one-half for time outside of regularly scheduled work hours).

9. On snow removal days, all part-time Custodians and all part-time Cleaners who are directed to report will be paid at the regular rate for all hours worked (i.e., no time and one-half).

Whenever practical, the District will discuss proposed shift changes with union leadership and any affected employee prior to implementation.

Work beyond the foregoing shall constitute overtime and be paid for at 1-1/2 times regular salary.

Custodians, Cleaners and maintenance personnel employed on or after July 1, 1972 shall have their shift established by their immediate supervisor with the approval of the Superintendent of Schools.

During summer, spring, holiday and winter vacations/recesses, each entire building shall have the option to reduce the lunch hour from one hour to one-half hour, and on such days the employee's work day shall end one-half hour earlier.

10. Licensed Professional Services Overtime Compensation:

Licensed professional compensation for overtime work: Special Licenses and Certificates

i. Tuition Reimbursement: The District agrees to reimburse employee for 50% of the cost to receive a license or certificate up to a maximum of \$2000 in any school year for District approved licensing and certificates, such as plumbing licensing, electrical licensing, field maintenance certificated, and locksmith certificated. The employee agrees to remain employed in the District for three years following District's reimbursement of costs. If an employee ceases employment with the District prior to the expiration of the three year commitment, the employee must repay the District the amount of such reimbursement. If an employee elects to forego reimbursement and secures with District's prior approval for such licensing or certificates, the District agrees to pay the employee double time for such specialized licensed or certificated overtime work immediately following presentation of proof of a license or certificate in their certificated/licensed area. The employee shall not receive any overtime compensation for any work performed in their certificated/licensed area during the initial two year period following employee receiving such license/certificate if the District partially reimburses employee for tuition and licensing costs.

ii. Rate of Pay for Work as Certificated/Licensed Professional: The District agrees to pay employees double time for any overtime work performed in their certificated/licensed area subsequent to the two year period described in Paragraph 7(i).

**XV. SALARIES/LONGEVITY/OVERTIME**

Salaries shall be fixed by the Board for the years July 1, 2024 through June 30, 2027 as follows:

a. Starting Salaries for Full-Time Employees for the years July 1, 2024 through June 30, 2027 shall be in the following amounts:

Cleaners	\$40,000
Custodians	\$43,000

The District, however, shall have the authority to increase the starting salary in excess of the rates indicated above for any employee hired during the term of this Agreement by up to \$1,500.

b. Annual Salary Increases for each full-time custodian and full-time cleaner covered under the terms of this agreement, shall be as follows:

Effective July 1, 2024	\$4,000
Effective July 1, 2025	\$3,000
Effective July 1, 2026	\$2,000

Salary increases for part-time employees shall be prorated based upon full-time equivalent statuses.

c. Longevity increases will be awarded as follows:

5 years of service	\$750
10 years of service	\$750
15 years of service	\$750
20 years of service	\$1,000
25 years of service	\$1,000

Longevity payments for 5 years will be a one-time payment and will not become part of employee's salary. Longevity increases for 10, 15, 20 and 25 years are to become part of the employee's salary.

d. Shift Differential: The evening supervisor will receive a salary differential of \$2000.00, and he/she will be required to work the evening shift to substitute for the Head Custodian as needed.

e. Second in Command: When the Head Custodian is not present for less than five hours of the day, the Second in Command has the opportunity to claim the time he acted in the lead position as compensatory time within 30 days from such date, subject to supervisory approval. When the Head Custodian is not present for five hours or more the Second in Command will receive a daily rate of \$55.

f. Any Custodian or Cleaner that is directed to report to school on a Sunday for snow removal shall be paid at a rate of double time.

## **XVI. UNIFORMS**

The Board agrees to reimburse members up to \$300 for the purchase of clothing/uniform required for the position of Custodian or Cleaner, upon the presentation of sales receipt and approval of the Superintendent of Schools or his designee.

## **XVII. MEETINGS**

Twice a year, if necessary, the Superintendent of Schools shall meet with representatives of the Association for purposes of discussing matters of mutual concern and interest, provided the Association shall submit to the Superintendent of Schools, sufficiently in advance of the meeting, and agenda specifying the items the Association wishes to discuss.

## **XVIII. TERMINAL LEAVE**

During the final year of service, employees shall, upon duly executed application, receive additional salary at retirement, on the basis of one (1) day's pay for each three (3) days of accumulated and unused sick leave at the at the rate of pay hereinafter set forth.

Compensation shall be on the basis of a fixed daily rate based on title times the number of accrued unused sick leave days at a rate of 1 for 3 accrued days as follows:

Cleaner	\$160/day
Custodian	\$210/day

Any employee whose daily rate in 2012-13 exceeds the daily rate assigned in this section will receive the custodial daily rate.

For employees hired prior to July 1, 2001, terminal leave pay will be on the basis of the assigned daily rate times 1/3 of the number of accrued unused annual leave days, not to exceed 200 accumulated days. For employees hired after July 1, 2001, the terminal leave pay will be on the basis of the assigned daily rate times 1/3 the number of accrued unused annual leave days, not to exceed 150 accumulated days.

Any employee retiring shall give three (3) months written notice of same to the Superintendent of Schools, except in the event of an emergency.

For unit employees hired on or after July 1, 2005, there will be no terminal leave compensation provided.

## **403-B PROVISION**

### **IRC SECTION 403-B ANNUITY PLAN**

1. District shall establish for the term of this Agreement and expiring June 30, 2027, an IRC Section 403(b) Annuity Plan for employees for terminal leave (retirement) payments

for accrued sick leave (annual leave – Article “XX” herein) to be deposited therein on behalf of each retiring employee, as a non-elective employer contribution. Each Association member shall consent in writing to the designation of the specific Annuity Plan and fund to which all of the employee’s annual contributions, if any, and terminal leave (retirement) payments for accrued sick leave are to be deposited. The form of the IRC Section 403-b Annuity Plan for employees shall be subject to District’s requirements, Federal and State Regulations and the provisions of the Contract(s) between the District and its Third-Party Administrator, and District shall have no responsibility, nor liability, for any losses resulting from the establishment and maintenance of the Annuity Plan, or for monetary losses incurred by employees as a result of investments in such Annuity Plan.

2. Employer contributions shall be deposited into the 403(b) Plan Account selected by employee to receive Employer contributions, provided such Plan Account will accept Employer Non-elective Contributions and the Plan Account has entered into a Hold Harmless Agreement with Employer in a form acceptable to Employer and in accordance with the provisions of Section 403(b) of the United States Internal Revenue Code of 1986, as amended (“Code”) which permits the making of participant elective deferrals and employer non-elective contributions.

3. The provisions of this 403-b Article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the union and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

4. The provisions of this 403-b Article shall further be subject to the approval of the 403(b) Provider, which shall review the provisions of this item solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*.

5. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant’s Includible Compensation. However, provided the Employer has not submitted inaccurate information to the 403(b) Provider, the Employer shall not be responsible for any adverse income tax consequences, interest or penalties imposed by taxing authorities should such taxing authorities determine that either the 403-b Plan established pursuant to the provisions of this item does not qualify as an IRC 403-b Plan or that the Provider’s Plan does not satisfy the requirements of IRC 403-b.

6. All contributions due under this provision are subject to the contribution limitations outlined in this Collective Bargaining Agreement.

7. Duration:

(a) The provisions of this Article “XVIII” shall be subject to the June 30, 2027 expiration date of this Collective Bargaining Agreement, on which date the provisions of

this Article shall expire (sunset) and be of no further force and effect, and not be subject to *Civil Service Law §209-a(1€)*.

### **XIX. DUES DEDUCTION**

The Board agrees to deduct from the salaries of its employees' dues and insurance premiums for the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. as said employees individually and voluntarily authorize the Board to deduct and to transmit such monies to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York. Employee authorizations shall be in writing and in a manner consistent with Section 9-3B of the Municipal Law, Chapter 392 of the Laws of 1967.

Dues Deduction shall be made uniformly and consistently.

Any custodial employee shall have the right to payroll deduction of his membership dues and insurance premiums as provided for under Chapter 392 of the Laws of 1967.

If an employee chooses to revoke his or her payroll deduction authority with regard to union dues it shall be done in accordance with applicable law and revocation of all deduction authority.

If an employee chooses to revoke his or her payroll deduction for insurance premiums it shall be in writing and be received by the Assistant Superintendent for Business at least five (5) working days prior to the payroll date on which said deduction is said to become effective. If the employee then changes his or her mind and signs another new payroll deduction card, he or she shall be afforded the payroll deduction right. Such changes must be presented to the Assistant Superintendent for Business, in writing, at least five (5) days prior to the payroll date on which said change becomes effective.

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

Such deductions shall take effect as soon as is practical after the approval of the Memorandum of Agreement.

### **XX. TAX SHELTERED ANNUITIES**

Members will be offered the option of having money withheld from their regular paychecks to contribute to a District approved annuity plan. The employee will be solely responsible for the annuity contribution.

### **XXI. PAYROLL DEDUCTIONS**

The District agrees to allow payroll deduction for programs sponsored by the bargaining unit as long as the deductions cause minimal impact to the District's payroll process as determined by District.

**IT WITNESS WHEREOF**, the parties have caused these presents to be executed by their duly authorized representatives the day and year noted below.

FRANKLIN SQUARE UNION  
FREE SCHOOL DISTRICT

By: \_\_\_\_\_

*Jared Bloom*  
Dr. Jared Bloom  
Superintendent of Schools

FRANKLIN SQUARE UFSD  
CUSTODIAL UNIT

By: \_\_\_\_\_

*Timothy Boerum*  
Timothy Boerum  
Labor Relations Specialist  
CSEA Inc.  
Local 1000, AFSCME, AFL-CIO

*Nicholas Galante*  
\_\_\_\_\_  
Nicholas Galante







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

Mary E. Sullivan, President

