

**AGREEMENT
BETWEEN**

**THE BOARD OF EDUCATION
OF THE
MERRICK UNION FREE SCHOOL DISTRICT**

AND

**THE MERRICK CUSTODIAL UNIT,
CSEA, INC.**

JULY 1, 2022 TO JUNE 30, 2026

TABLE OF CONTENTS

I	Term of Agreement	3
II	Recognition	3
III	Employment	4
IV	Disciplinary Action – Termination of Employment	4
V	Compensation	5
VI	Working Hours	7
VII	Holidays	8
VIII	Vacations	9
IX	Administration and Union Meetings	10
X	Group Health and Dental Insurance Plans	10
XI	Disability Insurance Benefits	12
XII	Sick Leave and Other Leaves	12
XIII	Retirement	15
XIV	Snow Removal – Emergencies	15
XV	Uniforms, Vehicle Use, and Safety	15
XVI	No-Strike Provision	16
XVII	Legislative Action	16
XVIII	Grievance and Arbitration	17
XIX	Dues Deduction	18
XX	Negotiation Procedures	19
XXI	Unpaid Leave of Absence	19
XXII	Damage to Personal Property	20
XXIII	Management Rights	20
XXIV	Drug/Alcohol Testing	20
	Salary Schedules	22-23

THIS AGREEMENT has been made, by and between the BOARD OF EDUCATION, MERRICK UNION FREE SCHOOL DISTRICT, Merrick, New York, (hereinafter referred to as the "Board"), and MERRICK CUSTODIAL UNIT, CSEA, INC., (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the Association has heretofore been recognized by the Board as the bargaining agent for the full-time custodians and custodians-in-charge, custodial maintenance men, and bus drivers;

WHEREAS, after negotiations the parties have agreed upon certain terms and conditions of employment which shall become effective July 1, 2022;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions hereinafter set forth, and other good and valuable consideration, the parties have agreed one with the other as follows:

ARTICLE I

Term of Agreement

This agreement shall be effective for the period July 1, 2022, through June 30, 2026.

ARTICLE II

Recognition

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for full-time custodians, head custodians, and custodians-in-charge, maintainers, cleaners and bus drivers, certified under New York State Civil Service Law, rules and regulations.
- B. Such recognition shall continue for the term of this Agreement during which time the Board shall not recognize or negotiate with any other representatives of the employees included in the negotiating unit as set forth in paragraph one of this ARTICLE II.
- C. Satisfactory evidence that the Association represents a majority of the employees in the above categories shall be sufficient for the Board to continue to recognize the Association as sole bargaining agent for the aforementioned employees subsequent to the expiration of this Agreement, to the extent permitted by law.

ARTICLE III
Employment

- A. All those covered under this Agreement shall be employed under the applicable regulations of the New York State and Nassau County Civil Service Commissions and shall submit to such examinations and ratings as required by these Commissions.
- B. Appointments to the positions covered by this Agreement shall be made from eligible lists as furnished by the Civil Service Commission or on a provisional basis as provided by Civil Service Law. In the event that any position covered by this Agreement becomes vacant or additional positions are created by the Board, the Association shall receive notice of such in sufficient time to permit all interested employees covered hereto to apply for the same.
- C. The first of the month next following the date of employment shall be considered the respective employee's anniversary date and salaries will be annualized as of July 1st for payroll purposes.
- D. Should the Board create new positions within the bargaining unit which are not covered by this Agreement, it shall consult with the Association as to terms and conditions of employment including salary prior to the creation of such new position, but this matter shall not be subject to grievance or arbitration.
- E. Notice of vacancies and Civil Service exams for positions in the bargaining unit shall be given to the head custodian or custodian-in-charge of each building and to the unit president.
- F. Should the District determine to appoint a custodian, it shall give preference to existing cleaners provided they are reachable on the Civil Service list.

ARTICLE IV
Disciplinary Action - Termination of Employment

- A. An appointing officer may take appropriate disciplinary action with respect to employees for incompetency or misconduct under and pursuant to the procedures for removal and other disciplinary action as established in Section 75 of the Civil Service Law.
- B. The service of any employee covered by this Agreement may be terminated by action of the Board in accordance with existing Civil Service Law.

ARTICLE V
Compensation

- A. The salary schedules for the period July 1, 2022 through June 30, 2023 for all custodial employees are indicated on pages 22-23 of this contract, in accordance with the following:

Pre March 13, 2014 Employees

1. Effective July 1, 2022, regular increment shall be provided, 1.75% shall be added to the salary schedules; and those unit members not receiving increment (pre March 13, 2014 employees) shall receive a 2% increase.
2. Effective July 1, 2023, regular increment shall be provided. 1.75% shall be added to the salary schedules; and those unit members not receiving increment (pre March 13, 2014 employees) shall receive a 2% increase.
3. Effective July 1, 2024, regular increment shall be provided. 1.75% shall be added to the salary schedules; and those unit members not receiving increment (pre March 13, 2014 employees) shall receive a 2% increase.
4. Effective July 1, 2025, regular increment shall be provided. 1.75% shall be added to the salary schedules; and those unit members not receiving increment (pre March 13, 2014 employees) shall receive a 2% increase.

Post March 13, 2014 Employees

1. Effective July 1, 2022, these employees shall receive a 2% increase.
2. Effective July 1, 2023, these employees shall receive a 2% increase.
3. Effective July 1, 2024, these employees shall receive a 2% increase.
4. Effective July 1, 2025, these employees shall receive a 2% increase.
5. Employees hired after March 13, 2014 shall not be placed on the salary schedules but instead shall receive the applicable entry level salary.

- B. All compensation shall be paid through direct deposit.

- C. Salaries during the year shall be paid in at least twenty-six (26) installments, each subject to adjustment in accordance with law and this Agreement, provided that an employee cannot be paid less than one week's pay, and provided the employee actually works the full week or has taken approved paid leave time.

- D. All hours worked in excess of forty (40) hours in any calendar week shall be deemed to be extra service and for each hour of such extra service employees shall be compensated at time-and-one-half pay, except that any such extra service beyond forty (40) hours that occurs during a Sunday or holiday shall be compensated at double pay unless noted otherwise in this Agreement.
- E. Should an employee perform the work of a custodian-in-charge for thirty consecutive days, the employee shall at that time commence receiving the stipend, pro-rata, for such additional days worked in that capacity.
- F. If the employee becomes entitled to a Workers Compensation for any period for which salary has been received (including sick leave under this Agreement), the Board shall be entitled to receive and retain the amount of such benefit. In the aforementioned case, such Workers Compensation benefit shall be added back to the employee's sick leave reserve.
- G. Each absence in any year in excess of the aggregate leave for such respective reason provided for in this Agreement or for any reason not provided for in this Agreement shall constitute an unexcused absence, and for each hour of unexcused absence, a deduction shall be made from the absent employee's salary equal to his/her hourly rate as computed on the attached salary schedule.
- H. The Board hereby agrees to pay a full-time employee serving on jury duty the difference between jury pay and regular pay. Each employee agrees to sign over to the Board the check received for jury duty.
- I. If an employee is called back to work in an emergency situation, the employee will be guaranteed two hours pay.
- J. An employee who is promoted to a higher title will be placed on that step of the salary schedule which results in an increase in salary.
- K. The following stipends are in effect:

Head Custodians receive a stipend of \$3,050.

Assistant Custodians in Charge receive a stipend of \$1,050.

Maintainers hired after 07/01/90 shall receive a stipend of \$2,100.

Custodians, Cleaners or Maintainers assigned to fill in as bus drivers shall receive a stipend of \$700.

After five (5) years' service as a Head Custodian	\$5,000
After ten (10) years' service as a Head Custodian	\$6,000
After five (5) years' service as an Assistant Custodian-in-Charge	\$2,750
After ten (10) years' service as an Assistant Custodian-in-Charge	\$4,000

After five (5) years' service as a Maintainer (hired after 07/01/90)	\$3,750
After ten (10) years' service as a Maintainer (hired after 07/01/90)	\$4,000
After five (5) years' service as a Custodian, Cleaner or Maintainer assigned to fill in as a bus driver	\$1,000
After ten (10) years' service as a Custodian, Cleaner or Maintainer assigned to fill in as a bus driver	\$1,300

L. Longevity shall be provided in accordance with the following schedule:

Post 2014 Unit Members:

	Year 1	Year 2	Year 3	Year 4
5 year	\$775	\$800	\$825	\$850
10 year	\$775	\$800	\$825	\$850

Pre 2014 Unit Members:

	Year 1	Year 2	Year 3	Year 4
20 year	\$775	\$800	\$825	\$850
25 year	\$775	\$800	\$825	\$850

M. Head Custodians, Assistant Custodians-in-Charge and Maintainers hired after July 1, 2019 shall be paid in accordance with the following entry salaries:

Head Custodian:	\$62,825
Assistant Custodian-in-Charge:	\$55,788
Maintainer:	\$56,288

These salaries are inclusive of the stipends reflected in Article V, Paragraph L of the contract.

ARTICLE VI *Working Hours*

- A. All employees covered by this agreement shall work eight (8) hours a day, forty (40) hours a week, Monday through Friday, inclusive, except those employees hired on or after July 1, 1987. Employees hired on or after July 1, 1990 shall work any five consecutive days between Monday and Saturday.
- B. The District shall have the right to assign shifts as needed throughout the week, and such shift assignments shall be based upon ability and seniority of each employee so assigned.

- C. All employees on day shift shall have one (1) hour off during their shift for purposes of eating. Such meal hours shall be staggered so that at least one custodial employee is on duty at all times while the school building is occupied.

All employees on the night shift shall work eight (8) hours inclusive of one-half hour for dinner to be eaten on the school premises.

- D. Specific assignment to buildings or hours shall be at the discretion of the Superintendent or his/her designee. In making such assignments, consideration should be given to the seniority of the individual, but this shall not be the determining factor.
- E. All employees must be available to work overtime during the ten regular working days immediately preceding the return of teachers in the beginning of the school year.

ARTICLE VII ***Holidays***

- A. The following holidays and days of special observance are not considered regular working days and employees will be given these days or part days off without reduction in pay:

Independence Day	Christmas Eve
Labor Day	Christmas Day
Columbus Day	New Year's Eve
Veteran's Day	New Year's Day
Thanksgiving Day	President's Day
Friday after Thanksgiving	Martin Luther King's Birthday
Memorial Day	Holy Thursday*
	Good Friday

*only provided when school is not in session

- B. Any employee entitled to a day off because of a holiday which falls on a Saturday shall be given another day off as scheduled by the Superintendent or his/her designee. Such day off shall be arranged so as to provide proper coverage and protection for the buildings.
- C. Any holiday listed herein which falls on a Sunday shall be observed on the Monday following, or on such day designated by the Superintendent or his/her designee.

- D. Should it be necessary to schedule classes on one of the above holidays, all employees are to work; however, another day off will be scheduled, so arranged to provide coverage and protection for the buildings. No extra compensation is to be provided in this instance.

ARTICLE VIII
Vacations

- A. Employees hired on or prior to March 13, 2014 shall be entitled to two (2) weeks vacation with full pay each year. Vacation shall be credited on July 1st and prorated the first year based on the employee's months of service. After five (5) years of service in the District, they shall be entitled to three (3) weeks' vacation with full pay. After ten (10) years, they shall be entitled to four (4) weeks' vacation with full pay.
- B. Employees hired after March 13, 2014 shall be entitled to one (1) week of vacation; two (2) weeks' vacation after two (2) years of employment; three (3) weeks' vacation after six (6) years of employment; and four (4) weeks' vacation after fifteen (15) years of employment. Vacation shall be credited on July 1st and prorated the first year based on the employee's months of service.
- C. All vacation dates will be subject to approval of the Superintendent or his/her designee and, to the extent deemed feasible by such Administrator, shall be during the eight (8) weeks following the close of school for summer vacation, except from the end of the school year until two (2) weeks before the start of the next school year a maximum of two (2) weeks vacation per employee will be permitted, and a maximum of two (2) Persons from each building will be permitted to be on vacation at the same time, except that only one (1) groundsman from the District may be on vacation at the same time, provided that approval is given by the Director of Facilities. Moreover, vacation requests of less than three consecutive work days during the summer months need not be considered by the district.
- D. In scheduling vacations, the building seniority of each employee should be considered, but is not the determining factor.
- E. Only one (1) employee in each building will be permitted to be on vacation at any time whenever school is in session. Other employees within the bargaining unit will perform the work normally done by such employee, so that it will not be necessary to employ a substitute for the vacationing employee.
- F. In the event that employees work on the Friday before Labor Day and all other bargaining unit members are off that day, such employees shall be given one (1) vacation day to be used during the school year.

ARTICLE IX
Administration and Union Meetings

- A. Regular meetings between the administration and the union shall be set up to discuss policy, problems, safety, and the exchange of ideas.
- B. The Board shall supply the unit president on a semi-annual basis, a list of employees in the bargaining unit including each employee's full name, home address, job title, work location, membership status, and the first date of employment.

ARTICLE X
Group Health and Dental Insurance Plans

- A. The Board elects to participate as a participating employer in the State Employees' Health Insurance Plan to include in such plan its employees and retired employees covered by this Agreement, subject to and in accordance with this agreement and the provisions of ARTICLE XI of the Civil Service Law and the Regulations of the Health Insurance Board, as presently existing or hereafter amended, together with such provisions of the Insurance contracts as may be approved by the Health Insurance Board or any administrative rule or directive governing the plan.
- ✓ B. Any employee hired after August 26, 1994 shall pay 100% of the contribution towards the cost of health insurance made by tenured teachers in the teachers bargaining unit, retroactive to July 1, 2009. Effective July 1, 2016 employees hired on or before August 26, 1994 shall pay the same health insurance contribution as employees hired after August 26, 1994. The amount required to be paid by the District will be applied to the GHI or HIP options.
- ✓ During the life of this contract (July 1 2022 through June 30, 2026), employee health insurance premium contributions shall remain at twenty (20%) percent notwithstanding any changes reflected in the collective bargaining agreement with the Merrick Faculty Association. This provision shall sunset and be of no force and effect after June 20, 2026.
- C. Employees shall be provided a family dental insurance plan provided, however, that the district's cost does not exceed the amount provided per year per full-time employee for other bargaining unit employees in the District. Should the actual premium for the plan exceed these costs, the difference shall be paid by the employees and not the district via payroll deduction. In addition, the District may permit other employees to enroll in this dental plan provided they are either managerial, confidential, exempt, or belong to an employee organization which is affiliated with AFL-CIO. In the alternative, the

entire bargaining unit, but not a portion thereof, may elect to participate in the District's dental insurance plan, with the District paying the premium for individual coverage. Should employees elect family coverage, they shall be responsible for any additional premium.

In lieu of the individual dental coverage that is available in accordance with this paragraph, unit members shall have the option to enroll in the same individual dental coverage at the same employee contribution rate that is offered to other bargaining unit employees of the District. The District's contribution to the existing dental plan shall match that of the alternative plan as outlined above.

- D. Employees shall have the option to withdraw from participation in the Health Insurance Plan or change from family to individual. Employees who exercise these options must notify the District in writing by May 1st of their intentions. An employee who exercises the option to withdraw shall receive two payments of \$1,650 for those who withdraw from family coverage, and two payments of \$825 for those who withdraw from individual coverage, in the first paycheck in January and the last paycheck in June. Those employees who exercise the option to change from family to individual coverage shall receive two payments of \$825 in the first paycheck in January and the last paycheck in June. New employees may exercise the option upon hiring and will receive the above-stated amounts, prorated.

Employees 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 employee requests reinstatement during the school year, the employee shall receive a prorated portion of the amount designated above. This change can be made once a year.

- E. A health insurance plan providing a total benefits package comparable to the plan in existence on June 30, 1990, 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.
- F. An employee whose spouse is working in the District and receiving health insurance coverage shall only be eligible for individual coverage.
- G. The District and the Association agree that they will explore the implementation of a vision plan (and possibly life insurance), the full cost of which shall be borne by unit members.

ARTICLE XI
Disability Insurance Benefits

- A. The Board agrees to provide and shall pay the full cost of disability income insurance similar to the insurance provided by New York State's "Off-The-Job" Disability Benefits Program.
- B. This insurance will provide income protection starting with the eighth day of disability. Payments are to be fifty (50%) percent of basic weekly earnings up to a maximum of \$195.50 for a maximum of twenty-six (26) weeks. Payment for any one (1) day of disability is to be one-seventh of the weekly benefit.

ARTICLE XII
Sick Leave and Other Leaves

- A. Starting with the second year of employment, each employee shall be allowed twelve (12) days current sick leave, without loss of salary, in each year, plus accumulated sick leave unused by such employee in any prior school year or years. Effective July 1, 2010, and starting with the second year of employment, each employee shall be allowed three (3) days current sick leave without loss of salary effective July 1st of each year and the balance of their entitlement shall be earned pro rata, on a monthly basis, plus accumulated sick leave unused by such employee in any prior school year or years. Such accumulated leave shall in no event exceed one hundred ninety-five (195) days, in addition to the twelve (12) days current sick leave. However, employees hired after September 1, 2009 shall accumulate a maximum of nine (9) sick days each year, which shall increase to ten (10) days after five (5) years of service.

Sick leave may be used for sickness in unit member's immediate family (as defined in Article XII, paragraph G of the contract) subject to a maximum of five (5) days per year.

- B. Each employee who has been employed less than a full year shall be entitled to one (1) day current sick leave for each month, or major fraction thereof, from the date of such employment to the time of absence from sickness, less such part of such leave as may have previously been used, to a maximum of twelve (12) days, or nine (9) days if hired after September 1, 2009."
- C. Employees, on July 1st, shall be credited with the number of days of current and cumulative sick leave to which they are entitled as above provided, which shall in no event exceed one hundred ninety-five (195) days plus the current twelve (12) days, or nine (9) days if hired after September 1, 2009, or ten (10) days if hired after September 1, 2009 but have attained five (5) years of service. No use of such leave shall be made except for bona fide illness

requiring a custodian to be absent from school. The District may require a doctor's note or certificate after three consecutive days or if a pattern has developed.

D. Upon written request by an employee, the Board of Education, at its discretion, may grant an unpaid leave of absence for medical reasons for up to one school year.

E. At the beginning of every school year, each employee shall be credited with five (5) days to be used for the employee's personal business, without loss of salary in each school year for any one or a combination of the reasons set forth below. Unit members hired subsequent to October 1, 2016 shall receive four (4) personal business days.

1. Serious illness or death in immediate family;
2. Religious observance;
3. Subpoenaed to court or hearing;
4. Graduation exercise by a member of the immediate family;
5. Appointment for college admittance of a member of the immediate family;
6. Taking child to college as freshman;
7. School or college special honor to a member of the immediate family;
8. Special honor bestowed on a member of the immediate family;
9. A house closing or specified necessary business requirement;
10. Attending a wedding as participant;
11. Attending a wedding of a member of the immediate family;
12. Moving to a new home;
13. Emergency repairs in home where immediate attention is needed to prevent damage;
14. Attending a funeral;
15. Other

Except in case of emergency, employees will provide three working days' notice on a form which has been mutually agreed to by the District and the Association of his intention to take a personal day and the reason therefore as specified herein-above.

A first year employee shall be entitled to three (3) days and a second year employee to five (5) days personal leave as provided in this Article (four (4) days for employees hired subsequent to October 1, 2016), but any leave in excess of the foregoing limits up to a maximum of five (5) days shall be charged against sick leave for that year, and shall be allowed only to the extent such sick leave is available.

Unused personal leave shall be rolled into sick leave at the end of the school year.

- F. No salary deduction will be made or other adverse action taken in the case of any custodian who has been summoned to and actually serves as a juror, subject to the following:
1. The custodian has not volunteered for jury service.
 2. Makes a reasonable effort to avoid serving as a juror in a case which it is stated at the outset will be of unusually long duration.
 3. Refunds to the District the fee received for serving as a juror.
 4. Employee shall be notified, prior to September 15th of each year, of the number of accumulated sick days.
 5. Employees who are out sick must call in at least one hour prior to the start of their shift, with the exception of the night crew, which must call in by 11:00 a.m. It is understood that if a night crew employee becomes ill after 11:00 a.m., he/she will call in as soon as possible.
- G. BEREAVEMENT LEAVE - Upon the death in the immediate family (spouse, children, parent, sibling, grandparent, mother-in law, father-in-law and other persons normally living in the employee's household) of the employee, and the employee's son-in-law, daughter-in-law and grandchild, five (5) days shall be granted. In the event of two deaths in the immediate family in any one school year, a maximum of ten (10) bereavement days shall be provided for that year.
- H. Any employee who leaves the District's employ or who commences an unpaid leave of absence prior to the expiration of the school year will have their sick leave entitlement for that year pro-rated, and in the event the employee has

utilized more sick time than such pro-ration would permit, the employee's last paycheck shall be reduced accordingly, or if that is not possible, the employees shall be responsible for reimbursing the District accordingly.

ARTICLE XIII
Retirement

- A. The District agrees to permit eligible employees to be covered under Section 75 (i) of the New York State Retirement System.

ARTICLE XIV
Snow Removal - Emergencies

- A. All employees under this Agreement agree to make themselves available for snow removal and other emergencies when called upon to do so.
- B. When school sessions are not held because of snow, the three (3) Custodians-in-Charge and the three (3) Groundspeople will be expected to report for work at their regular-assigned time. They will work a minimum eight-hour day and be paid at their regular rate. Each of these employees will be awarded an additional vacation day as compensation for this work. All other association members will not report to work, but must be available to assist with snow removal if the need should arise. The decision to call in additional members of the staff will be made by the Superintendent or his/her designee, after consultation with the custodian-in-charge or head custodian. Unit members who work the normal work day on days that school is closed for snow shall have the option to receive overtime in the form of compensation or the equivalent compensatory time off.
- C. If any employee should refuse to report to work due to illness, the District has the right to require a doctor's verification of such absence.

ARTICLE XV
Uniforms, Vehicle Use and Safety

- A. The Board agrees to furnish three (3) sets of pants and shirts each school year to be used solely as work uniforms by members of the Association, and one (1) set of safety shoes as needed, which must be worn on the job at all times. Uniforms and work shoes are to be given to the custodial staff no later than September 1st of each year. All laundering is to be furnished by the employee.
- B. The Board, at its own expense, shall furnish two (2) additional raincoats and hats for emergency use, making a total of four (4) for each building.

- C. The Board, at its own expense, shall provide one set of coveralls at each building.
- D. The Board, at its own expense, shall provide three (3) parkas for outside duties during the winter season, once during the life of this agreement. The choice shall be mutually agreed upon.
- E. No employee shall be ordered to use his/her privately owned vehicle for district business.

No employee shall be ordered to drive any district owned and/or operated vehicle that is defective. The district shall be solely responsible for making a determination as to whether a vehicle is defective.

ARTICLE XVI
No-Strike Provision

- A. In compliance with Section 207B of the Public Employees Fair Employment Law of New York, the Association on its own behalf and on behalf of the employees in the bargaining unit it represents, affirms that it does not assert the right to, and agrees that it will not call, instigate, assist or participate in a strike against the Board or impose an obligation to conduct, assist or participate in any such strike during the duration of this Agreement.

ARTICLE XVII
Legislative Action

- A. 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.
- B. IN THE EVENT ANY PROVISION OR PROVISIONS HEREOF ARE HELD TO BE UNLAWFUL, THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN EFFECT AND THE PARTIES HERETO SHALL MEET FORTHWITH FOR THE PURPOSE OF MODIFYING THE SAME TO CONFORM WITH LAW AND/OR NEGOTIATING PROVISION OR PROVISIONS IN LIEU THEREOF.

ARTICLE XVIII
Grievance and Arbitration

- A. In order to continue the harmonious and cooperative relationship between the District and its employees, it is hereby declared to be the purpose of this Article to provide for the fair and speedy resolution of grievances as herein defined through the following procedures under which such grievances may be presented free from coercion, interference, restraint, discrimination or reprisal.
- B. A grievance may be submitted by either party or by an employee within fourteen (14) days after knowledge of the occurrence of the act complained of in accordance with the procedure set forth below. For purposes of this Agreement, a grievance is defined as, and limited to, disputes concerning the meaning, interpretation or application of this Agreement.

STEP I

An informal conference shall be held between the grievant and a representative of the Association and the person or persons complained against and the Assistant Superintendent for Business within four (4) working days of the assertion of the Grievance. A decision of the grievance shall be communicated to the grievant within four (4) working days of the conference.

STEP II

If the grievance is not resolved at Step I, the aggrieved and/or the Association may appeal to the Superintendent by submitting the grievance in writing together with the relevant data within five (5) working days of receipt of the Step I decision. Said Superintendent shall confer with the grievant within six (6) working days of receipt of the written grievance and data. Said Superintendent shall note his/her decision on the grievance form and return the form to the grievant within ten (10) working days.

STEP III

In the event the grievance is not resolved at Step II, the Association thereafter within ten (10) days of the Step II decision may submit the grievance for resolution to an impartial arbitrator selected in accordance with the rules and regulations of the American Arbitration Association then obtaining. The arbitrator so selected shall hear the matter as promptly as possible and issue an award within fourteen (14) days after the close of the hearing, or if oral hearings have been waived, after final submission of written proofs. Such award shall be final and binding upon the parties, except that either party may institute appropriate legal proceedings to set aside the decision and award of the arbitrator on the ground of illegality or on any other ground or grounds

permitted by law. The cost and expense of arbitration shall be divided equally between the Board and the Association.

Conference and hearings held hereunder shall be conducted during non-working hours. A grievance shall be asserted at the applicable first step within fourteen (14) days of knowledge of the occurrence of the complained act. Failure to assert a grievance at the first applicable step within said fourteen (14) days of knowledge of the occurrence thereof shall be deemed abandonment of the grievance. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step. Failure at the first three (3) steps in the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. The Parties may, by mutual agreement, extend the specified time limits. Nothing contained in this ARTICLE or this Agreement shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

All grievances initiated by the Board or its designee shall be submitted in writing to the President of the Association. If the grievance is unresolved within ten (10) working days of submission, the Board may submit the grievance to arbitration in accordance with Step III above.

Nothing contained in this ARTICLE shall apply to any matter as to which an exclusive method of review is prescribed by Civil Service Laws or regulations; nor shall termination of employment or discontinuance of the probationary period be subject to arbitration hereunder.

ARTICLE XIX ***Dues Deduction***

- A. The Board agrees to honor individual written authorizations on a District form (see Appendix B, attached) for payroll deduction of Association membership dues. Authorizations must be delivered by the Association to the Business Office prior to October 1st in order to be given effect for the ensuing school year; and they shall be accompanied by a schedule prepared by the Association which shall certify the current yearly Association dues that each employee agrees to have deducted. The District will deduct and promptly remit dues to CSEA Inc., 143 Washington Avenue, Albany, New York 12224 commencing with the pay period next following October 15th on a biweekly basis, until the total payment is completed. Dues deduction authorizations shall remain in full force and effect from year to year unless revoked in a writing delivered to the Business Office during the period of September 1st through September 15th of any given year.

- B. The Association, on its own behalf and on behalf of each employee authorizing dues deductions, hereby releases the Board of Education, its officers, agents and employees from any responsibility for the use or application of dues after it has been deducted and remitted, as aforesaid.

ARTICLE XX
Negotiation Procedures

- A. There shall be negotiation in accordance with the procedures set forth herein in a good faith effort to reach mutual understanding and agreement on matters affecting the terms and conditions of employment of employees in the above described unit.
- B. The Board agrees to enter into negotiations with the Association over a successor agreement not later than five (5) months preceding the expiration of this Agreement. The Board or the Association shall initiate such negotiations by requesting a meeting of the parties at a mutually convenient date. Any agreement so reached shall apply to all members of the Association defined above and shall be reduced to writing and shall be assigned by the Board and the Association.
- C. The Board and the Association during the negotiations shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection pertinent records of the Merrick Union Free School District, Merrick, New York. The Board of Education may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- D. If the negotiations described in the above sections have reached an impasse, then the New York State Public Employee Relations Board's procedures on impasse shall prevail.

ARTICLE XXI
Unpaid Leave of Absence

Employees with at least five years service in the District may request an unpaid leave of absence for up to one year, which shall be granted at the sole discretion of the Board of Education. A dispute hereunder shall not be arbitrable.

ARTICLE XXII
Damage to Personal Property

The District will establish a combined total fund of \$200.00, which fund shall be used for compensating employees for damage to clothing and other items of personal property, exclusive of automobiles, occurring during the course of their duties without fault or negligence of the employee. Monies from said fund shall be dispersed on a first-come, first-serve basis by mutual agreement of the Superintendent and President of the Association in each case.

ARTICLE XXIII
Management Rights

Except as expressly limited by other provisions of this Agreement, all authority, rights and responsibilities possessed by the Board of Education are retained by it, including but not limited to the right to determine the mission, purpose, objectives and policies of the District; the right to determine the facilities, methods, means and number of personnel required; to recruit, hire, appraise, retain, promote, or assign employees pursuant to law; to direct, deploy and utilize the workforce; and to discipline or discharge employees in accordance with the law.

ARTICLE XXIV
Drug/Alcohol Testing

Employees shall be subject to random and reasonable suspicion drug/alcohol testing as well as such testing after the employee has been involved in an accident resulting in injury to any person or damage to property. The time during which the employee is required to submit to such testing shall be considered working time.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this

1 day of November 2022.

MERRICK CUSTODIAL UNIT, CSEA, INC.



Local 865 President



Labor Relations Specialist

MERRICK UNION FREE SCHOOL DISTRICT



President Board of Education



Superintendent of Schools

SALARY SCHEDULES - EMPLOYEES HIRED ON OR BEFORE MARCH 13, 2014:

Custodians/Maintainers

Step	2022-2023	2023-2024	2024-2025	2025-2026
Entry	\$ 50,247	\$ 51,126	\$ 52,021	\$ 52,931
1	\$ 50,858	\$ 51,748	\$ 52,654	\$ 53,575
2	\$ 52,133	\$ 53,045	\$ 53,973	\$ 54,918
3	\$ 53,432	\$ 54,367	\$ 55,318	\$ 56,286
4	\$ 54,769	\$ 55,727	\$ 56,702	\$ 57,694
5	\$ 56,139	\$ 57,121	\$ 58,121	\$ 59,138
6	\$ 57,540	\$ 58,547	\$ 59,572	\$ 60,615
7	\$ 58,979	\$ 60,011	\$ 61,061	\$ 62,130
8	\$ 60,450	\$ 61,508	\$ 62,584	\$ 63,679
9	\$ 61,968	\$ 63,052	\$ 64,155	\$ 65,278
10	\$ 63,518	\$ 64,630	\$ 65,761	\$ 66,912
11	\$ 65,106	\$ 66,245	\$ 67,404	\$ 68,584
12	\$ 66,732	\$ 67,900	\$ 69,088	\$ 70,297
13	\$ 68,400	\$ 69,597	\$ 70,815	\$ 72,054
14	\$ 70,063	\$ 71,289	\$ 72,537	\$ 73,806
15	\$ 71,660	\$ 72,914	\$ 74,190	\$ 75,488
16	\$ 73,094	\$ 74,373	\$ 75,675	\$ 76,999
17	\$ 74,556	\$ 75,861	\$ 77,189	\$ 78,540
18	\$ 76,047	\$ 77,378	\$ 78,732	\$ 80,110

Cleaners

Step	2022-2023	2023-2024	2024-2025	2025-2026
Entry	\$ 42,994	\$ 43,746	\$ 44,512	\$ 45,291
1	\$ 43,605	\$ 44,368	\$ 45,144	\$ 45,934
2	\$ 44,477	\$ 45,255	\$ 46,047	\$ 46,853
3	\$ 45,366	\$ 46,160	\$ 46,968	\$ 47,790
4	\$ 46,274	\$ 47,084	\$ 47,908	\$ 48,746

Bus Drivers

Step	2022-2023	2023-2024	2024-2025	2025-2026
Entry	\$ 32,340	\$ 32,906	\$ 33,482	\$ 34,068
1	\$ 32,951	\$ 33,528	\$ 34,115	\$ 34,712
2	\$ 33,774	\$ 34,365	\$ 34,966	\$ 35,578
3	\$ 34,616	\$ 35,222	\$ 35,838	\$ 36,465
4	\$ 35,482	\$ 36,103	\$ 36,735	\$ 37,378
5	\$ 36,369	\$ 37,005	\$ 37,653	\$ 38,312
6	\$ 37,277	\$ 37,929	\$ 38,593	\$ 39,268
7	\$ 38,213	\$ 38,882	\$ 39,562	\$ 40,254
8	\$ 39,167	\$ 39,852	\$ 40,549	\$ 41,259
9	\$ 40,146	\$ 40,849	\$ 41,564	\$ 42,291
10	\$ 41,152	\$ 41,872	\$ 42,605	\$ 43,351
11	\$ 41,975	\$ 42,710	\$ 43,457	\$ 44,217
12	\$ 42,814	\$ 43,563	\$ 44,325	\$ 45,101
13	\$ 43,671	\$ 44,435	\$ 45,213	\$ 46,004

SALARY SCHEDULES - EMPLOYEES HIRED AFTER MARCH 13, 2014:

Custodians/Maintainers

Step	2022-2023	2023-2024	2024-2025	2025-2026
1	\$ 50,983	\$ 52,003	\$ 53,043	\$ 54,104

Cleaners

Step	2022-2023	2023-2024	2024-2025	2025-2026
1	\$ 43,712	\$ 44,586	\$ 45,478	\$ 46,388

Bus Drivers

Step	2022-2023	2023-2024	2024-2025	2025-2026
1	\$ 33,032	\$ 33,693	\$ 34,367	\$ 35,054

SALARY SCHEDULES - EMPLOYEES HIRED AFTER JULY 1, 2019:

Head Custodians

	2022-2023	2023-2024	2024-2025	2025-2026
	\$ 66,671	\$ 68,004	\$ 69,364	\$ 70,751

Assistant Custodian-in-Charge

	2022-2023	2023-2024	2024-2025	2025-2026
	\$ 59,203	\$ 60,387	\$ 61,595	\$ 62,827

Maintainer

	2022-2023	2023-2024	2024-2025	2025-2026
	\$ 59,733	\$ 60,928	\$ 62,147	\$ 63,390

