AGREEMENT

by and between the

BOARD OF EDUCATION

of the

NORTH BELLMORE UNION
FREE SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME,
AFL-CIO

North Bellmore UFSD Custodial Bus Driver Unit
Nassau County Educational Local 865

July 1, 2023 - June 30, 2026

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NORTH BELLMORE UNION FREE SCHOOL DISTRICT

General Provisions

AGREEMENT

This agreement is made and entered into this _____ day of _____ 2025, by and between the North Bellmore Union Free School District (the "District") and the Custodial and Bus Driver Unit of Civil Service Employees Unit of Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO ("CSEA").

GENERAL ARTICLE I

RECOGNITION

Section 1: The Board hereby recognizes the Association as the sole and exclusive representative for all personnel comprising custodial employees and bus drivers but excluding clerical and cafeteria employees, substitutes, monitors, teacher aides, school nurses, the Assistant to the Superintendent for Business, Finance and Operations, the Director of Facilities and Operations, the School Lunch Manager, the District Clerk and the Secretary to the Superintendent of Schools, the Secretary to the Assistant Superintendent of Schools, and the Secretary to the Assistant to the Superintendent for Business, Finance and Operations.

Section 2: The Board agrees not to negotiate with any employee group other than the Association for the duration of this contract, except as may be required by law.

GENERAL 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 the 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: 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 school principal and/or administrator who will take appropriate action.

Section 3:

(a) No employee shall be required to use his/her own personal vehicle for District business. With the prior approval of a principal and/or administrator, an employee shall be reimbursed for the use of his/her vehicle at the current Internal Revenue Service rate per mile. No employee shall be ordered to drive any school vehicle which is in a defective condition but, in the event of a dispute concerning the same, the employee shall, nevertheless, operate such vehicle until the manner 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. Mirror, horns, windshield or any other mechanical failures to deem the vehicle as unsafe for driving use
5. Lack of seat belts, spare tire, jack, flares

Section 4: The Board shall have the right to require all employees covered by this Agreement to take periodical physical examinations by school physicians. Such examinations shall be conducted during regular working hours and shall be at the Board's expense.

Section 5: The District will assist employees at its discretion to secure bus driver or matron certification; but if the District pays and provides coverage, the employee must remain in the District for a period of at least one year after certification. If such unit member voluntarily separates prior to a year, he/she must reimburse the District for the total cost of the assistance, including all costs incurred for such coverage while out of work for attending certification related courses and trainings.

Section 6: Any required training must be completed by the due dates during a unit member's shift pursuant to supervisor approval or during time(s) designated by the District. Scheduling will be done by the District's designee. The Association President will be notified of any current members who do not confirm their scheduled time. In conjunction with the District's designee, the Association President will speak with the employee(s) and coordinate a time for that unit member to complete training during their respective workday prior to its due date. HR will contact any employee(s) not in compliance by the due date.

All new employees must complete the required trainings within thirty (30) days of hire. This shall be coordinated with the District's designee. Should any new hire not schedule a time for the trainings, The Association President will speak with the employee(s) and coordinate a time for that member to complete the training during their respective workday prior to its due date. HR will contact any employee(s) not in compliance by the due date.

GENERAL ARTICLE III

PROMOTIONS

All openings for promotional positions and for positions paying higher salary differentials shall be adequately publicized in every school on bulletin boards, and all qualified personnel shall be given adequate opportunity to make application for such positions. Full-time employees promoted to the next highest paid classification shall receive the next highest salary on the schedule to which promoted unless it shall result in an increase of less than $300 in which event the employee shall receive the next highest salary on the schedule to which the employee is promoted. In filing such positions, the Board shall request the Nassau County Civil Service Commission to conduct a promotional examination in the first instance and then an open competitive examination.

GENERAL ARTICLE IV

PROTECTION OF EMPLOYEES

Section 1:

(a) Except for employees hired on or after July 1, 2012, all full-time employees in the non-competitive class after six (6) months of service, shall be afforded the same job protection as those employees hired from competitive lists. For those hired after July 1, 2012, such protection shall be afforded after five (5) years of service.

(b) Seniority shall be on the basis of length of service in the District.

(c) If layoffs become necessary, provisional and probationary employees shall be laid off before any permanent employee shall lose any time. If, after all provisional and probationary employees have been laid off and other reductions in the work force are necessary, the employee shall be laid off in accordance with the principles of seniority, *i.e.,* the last person hired shall be the first person laid off, the last person laid off shall be the first person rehired. Part-time employment shall be offered to any full-time employee who has been on layoff up to two (2) years before a part-time employee can be hired.

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

(e) New job titles, when created, shall be subjected to Civil Service rules and regulations.

Section 2: Assistance in Assault or Civil Case

Employees shall be required to report all cases of assault suffered by employees and/or civil actions filed against them, in connection with their employment, to the

Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report within three (3) days.

Section 3: Legal Counsel

The Board agrees, that where the employee is not at fault, to provide legal counsel to defend any employee in action arising out of any assault on an employee or any disciplinary action taken against a student by an employee, provided that such action arose out of actions within the scope of the employee's duties.

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, but in no event to exceed a period of two (2) years. Any Workers' Compensation benefit due to employee during this period shall be paid to the school district to the extent of the amount paid out by the District.

GENERAL ARTICLE V

ON-THE-JOB INJURIES

Employees absent from employment for a period of five (5) or more working days and unable to perform their duties as a result of personal injury incurred during the course of their employment will be paid their full salary after a doctor has submitted a diagnosis to the District and the District submits the proper workers' compensation forms to the insurance carrier for their determination of claims for compensation. The full salary will begin after the fifth workday. Upon approval of the claim by the Workers' Compensation Board, the first five (5) days will be credited for loss of salary or accumulated sick time. A maximum of thirty (30) workdays will be paid for each injury or similar injury. Such days shall not be charged to accumulated sick leave. After thirty (30) days, additional days will be charged to accumulated sick leave. The District will request reimbursement of payment made to the employee and such reimbursement will credit the employee with lost sick time pro-rated based on the amount of the reimbursement. If the employee returns to full duties, any additional days needed must be verified by a doctor's note or Workers' Compensation hearing notice.

In the event the employee is unable to return to work for more than seven (7) days, he/she must contact his/her immediate supervisor on a weekly basis to advise of his/her status. In addition, periodical information must be reported to the District by the attending physician.

GENERAL ARTICLE VI

BENEFITS-INSURANCE

Section 1:

The District shall pay 82.5% and individual shall pay 17.5% of the cost of the Empire Health Insurance Plan for full time employees and their immediate family, both during employment and retirement.

Employees may select coverage under HIP/HMO plans, in which event they shall pay any increase in premiums between such plans and the Empire Plan.

Members of the unit who retired on or before June 30, 2006, will not be required to contribute more than ten percent (10%) in retirement.

Section 2: The Board agrees to remain a participating employer during the terms of this contract in all the options of the Empire Health Insurance Plans available for the employee and his/her immediate family while the employee is working.

Section 3: The Board will provide for full-time employees the same dental and life insurance coverage provided for its teaching personnel. The individual shall pay ten (10%) percent of the cost of the individual dental coverage and shall pay one hundred percent (100%) of dependent dental coverage.

Section 4: 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 submissions 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 5: Employees shall have the option to withdraw from participation in the District's health insurance plan or change from family to individual coverage. Employees

who choose to exercise either of these options must notify the District in writing of their intentions. Employees who exercise these options shall receive payment in an amount equal to forty percent (40%) of the savings to the District based on the premium in effect the preceding January 1. However, the declination payment shall be forever frozen at the amount paid during the 2023/2024 school year. For existing employees not receiving the declination payment as of July 1, 2024, and any new members hired after July 1, 2024, the declination amount shall be at the fixed rate of $3,000 for individual coverage and $6,000 for family coverage. There shall be no declination payment in retirement for any unit member who retires after June 30, 2026. Current retirees are grandfathered in at the rate they are currently receiving. Payment shall be made in the first paycheck in January and the last paycheck in June.

Employees who have withdrawn from the District's health insurance plan shall, upon request, be reinstated to coverage subject to the rules and regulations of the health insurance plan in effect at the time of the reinstatement. If the employee requests reinstatement during the school year, the employee shall receive a prorated portion of the amount designated above. This change may be made once a year.

Section 6: The District shall provide New York State Disability Insurance for full-time employees to be fully paid by the District.

Section 7: The District will provide individual optical coverage, pursuant to a plan of its choosing, to provide for one exam and one pair of glasses per year. Employees who choose to participate shall pay ten percent (10%) of the premium. If an employee wishes to have family coverage, he/she shall be responsible for the entire cost of the additional premium.

GENERAL ARTICLE VII

ARMED FORCES SERVICE CREDIT

Section 1: Employees who have served in the Armed Forces of the United States shall be entitled to veteran's credits, as provided for under the law.

Section 2: Employees on regular appointment called to military duty will be credited, upon their return, with a salary increment allowance for the period of their military service.

GENERAL ARTICLE VIII

RETIREMENT BENEFITS

The Board agrees to continue for all eligible employees covered by this Agreement the Section 75 (I) retirement plan of the New York State Retirement System, together with $20,000 death benefit (Section 60b).

The Board agrees to provide all eligible employees covered by this Agreement with the benefits set forth under Section 41(J) of the New York Retirement and Social Security Law, as it relates to the conversion of accumulated unused sick leave to retirement service credit.

GENERAL ARTICLE IX

LEAVE ALLOWANCE

Section 1: Sick Leave

(a) Except as hereinafter noted, all regularly employed full-time employees shall be entitled to approved absence in cases of illness. Twelve-month employees shall be credited with twelve (12) days of sick leave per year and ten-month employees shall be credited with eleven (11) days of sick leave per year commencing July 1, cumulative to 200 sick leave days without loss of salary, pro-rated for part-time employees who regularly work five (5) hours or more per day. All regularly employed full-time employees shall be entitled to use a maximum of two (2) sick days otherwise earned in a given year (not additional days) for family illness. Family illness days may not be accumulated or rolled over from year to year. Full-time employees with ten (10) or more years of service shall be entitled to an additional day of paid sick leave.

(b) Employees absent for more than two (2) 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. A doctor's certificate shall be required if the leave is taken on Monday or Friday, or before or after a long weekend or scheduled vacation or personal day, all after the second occurrence in a given school year.

(c) An annual statement of sick leave accumulated shall be given to each employee at the conclusion of the school fiscal year, if requested.

(d) 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 one year of duration.

(e) Partial days - If an employee is in work for a partial day, he/she will be charged accordingly for sick/personal/vacation day based on the actual hours worked. It will not be limited to .5 of a day.

(f) For workers hired by the District prior to March 13, 1997 only: Upon employee's written resignation from the school district, or upon his/her demise,

accumulated sick leave shall be paid as Terminal Leave Pay, in accordance with the following schedule:

1. At the completion of ten (10) full years of service in the District, twenty percent (20%) of accumulated leave.

2. At the completion of fifteen (15) full years of service in the District, thirty percent (30%) of accumulated leave.

3. At the completion of twenty (20) full years of service or more, fifty percent (50%) of accumulated leave. Fifty percent (50%) will also be paid at retirement, provided the employee has a minimum of ten (10) years of service.

4. At retirement, ten percent (10%) of accumulated leave will be paid for more than five (5) full years and less than ten (10) full years of service.

5. This section shall be applicable only to employees employed by the District as of March 13, 1997.

Section 2: Other Paid Leaves

All regularly employed full-time employees shall be entitled to paid leave for the following purposes:

(a) Five (5) days per occurrence, which will include holidays, but not weekends, which cannot be accumulated, in the event of the death of the employee's parent, grandparent, grandchild, spouse, child, brother, sister, father-in-law, or mother-in-law. In the event of multiple bereavements or other good causes, the Superintendent shall use his/her discretion in granting additional days. Such leave must be taken promptly after the death of any family member under this Section 2(a) and shall be contiguous to such family member's funeral or memorial service. If the leave is not contiguous to the passing event, it is at the Superintendent's discretion.

(b) All regularly employed full-time employees shall also be entitled to three (3) days per year paid leave for personal business of a serious nature. Any unused personal leave shall be converted to sick leave.

The employee must state the reason for such leave at least twenty-four (24) hours in advance, where possible. Unused leave may not be accumulated, except as stated in Article IX, Section 1(e).

(c) All regularly employed full-time employees shall also be granted time off (not to exceed thirty (30) days) with pay to serve on a jury but shall pay back to the

District any jury duty pay received for such service. (Such service must be involuntary.)

(d) Days allowed in any one section above will not be charged against days allowable in another section, nor can they be interchanged except as stated in Article IX, Section 1(e).

(e) Leaves of Absence:

1. Pregnancy shall be treated in the same manner as illness.
2. Upon formal written request, a one-year unpaid leave of absence may be granted for reasons of pregnancy.

(f) Newly hired employees shall accrue one (1) day of sick leave for each month worked up to the end of the school year or upon the completion of the six (6) month probationary period, whichever is later. At that time, a pro-rated amount of yearly sick leave will be credited in advance as outlined in Section 1(a).

For an employee who has been employed by the District for less than one (1) year, personal leave shall be granted on a pro-rated basis.

(g) Less than twenty (20) hour employees, who have been with the District for more than five (5) years, will be granted an additional two (2) days' pay at the conclusion of each school year. This is non-cumulative.

Section 3: Deductions: When an employee exceeds the time allotted under any part of Sections 1 and 2, deductions shall be made as follows:

(a) Absence for the entire pay period – no payment.
(b) Absence for part of pay period shall be deducted from annual salary as follows:

Twelve (12) month custodial – 1/260
Ten (10) month bus driver – 1/200

GENERAL ARTICLE X

HOLIDAYS

Section 1: There will be seventeen (17) holidays considered non-working time. The parties shall meet to revise the Holiday Schedule for each year of the Contract.

In the event that school is in session on any holiday, employees shall be granted another day to be mutually agreed upon with their immediate supervisor and approved by the Superintendent of Schools.

GENERAL ARTICLE XI

PERSONNEL FILES

Section 1: Upon request by an employee, permission shall be granted to examine the official employment and personnel file.

Section 2: Upon request by an employee, the District shall reproduce any material in the official employment and personnel file at a charge of $0.25 per page.

Section 3: There shall be only one official employee personnel file.

Section 4: No material that is derogatory to the conduct, service, character or personality of an employee 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 has been read and does not necessarily indicate agreement with its content.

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

GENERAL ARTICLE XII

TRANSFER AND REASSIGNMENT

The Board recognizes that frequent reassignment and/or transfer of employees from one school to another is disruptive to the efficiency of the District and interferes with optimum employee performance. Before transferring an employee from one school building to another the District will first ask for volunteers and give consideration to the volunteers' suitability for the transfer before selecting the employee to be transferred. The Board shall also consider seniority in determining who shall be transferred. The Board's determination shall be final. The District will provide a detailed explanation to the affected employee and the Unit President as to why a transfer is necessary.

GENERAL ARTICLE XIII

CSEA BUSINESS

Section 1: Permission shall be granted for the use of District facilities for meeting provided space is available and provided the meeting 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 CSEA for the purpose of posting material dealing with proper and legitimate CSEA business, provided that such material is not derogatory to any school personnel or detrimental to the best interests of the District.

Section 3: The CSEA 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.

Section 4: The CSEA representative may call a meeting of the CSEA 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 reserves the right to see that generally accepted standards of good taste and honesty are maintained wherever the use of District facilities are involved.

Section 6: Officers of the CSEA shall be granted a total of two (2) days leave per year for the purpose of attending CSEA meetings or other functions.

GENERAL ARTICLE XIV

DUES DEDUCTION

Section 1: The Board agrees to deduct from the salaries of its employees dues for the CSEA as said employees individually and voluntarily, authorize the Board to deduct and to transmit such monies to CSEA. Employee authorizations shall be in writing and in a manner consistent with Section 9, 3B of the Municipal Law and Chapter 392 of the Laws of 1967 and shall be irrevocable for a period of one (1) year.

Section 2: Deductions shall be made uniformly and consistently. Funds then collected shall be transmitted within one (1) month to the Treasurer of the CSEA, Inc.

Section 3: The CSEA assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the CSEA, Inc.

Section 4: Pursuant to the Taylor Law, within thirty (30) days of an employee first being employed, or rehired, or promoted, or transferred, the District shall notify CSEA of the employee's name, address, job title, employing agency, department or other operating unit, and work location. Notification will be done electronically by a CSEA provided email address.

GENERAL ARTICLE XV

GRIEVANCE PROCEDURE

Section 1: In order to continue harmonious and cooperative relationships between the District and its employees, it is hereby declared to be the purpose of this procedure to provide for the settlement of certain differences between employees and their employers through procedures under which employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal. The provisions of this procedure shall be liberally construed for the accomplishment of this purpose. If personally affected, such grievance shall be filed within twenty (20) days of occurrence or upon knowledge of occurrence, whichever is later.

Section 2: Definitions - As used herein, the following terms shall have the following meanings:

(a) "Employer" shall mean the school district.

(b) "Employee" shall mean any employee covered by this Agreement.

(c) "Supervisor" shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over employees.

(d) "Grievance" shall be defined as any dispute concerning the interpretation or application of this Agreement and be raised by either party to this Agreement.

Section 3: Basic Standards and Principles

(a) Every employee shall have the right to present his/her grievance to his/her employer in accordance with the provisions of this article, free from interference, coercion, restraint, discrimination or reprisal. The grievance procedure established under this article shall provide the right for all parties to be represented to all stages thereof.

(b) It shall be a fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as is practicable, appropriate authority shall be delegated to such supervisors to enable them to carry out the purpose of this article.

(c) The employee has a right to representation by an officer of the Association.

Section 4: Grievances – Procedural Requirements – Appeals

(a) The first procedural stage shall consist of the employee's presentation of the grievance to the immediate supervisor or supervisors. The discussion and resolution of grievances at the first stage shall be an oral and informal basis. If such grievance is not satisfactorily resolved at the first stage within five (5) working days of the presentation of the grievance, such employee may proceed to the second stage. In the event it becomes necessary to carry the grievance to the next immediate supervisor, such procedures shall remain informal.

(b) The second procedural stage shall be instituted by the employee within five (5) working days of the completion of the first procedural stage. It shall consist of a request by the aggrieved employee for a review and determination of his/her grievance by the Superintendent. In such case the aggrieved employee and the immediate supervisor or supervisors shall submit to the Superintendent a written statement setting forth the specific nature of the grievance and the facts relating thereto. Thereupon, the Superintendent shall, at the request of the employee, hold an informal hearing within ten (10) working days, at which the employee may appear and present oral and written statements or arguments. The final determination of the second stage of such grievance proceeding shall be made by the Superintendent in writing within ten (10) working days after the completion of the presentation of the grievance. If such grievance is not satisfactorily resolved at the second stage, such employee may proceed to the third stage.

(c) The third procedural stage shall be instituted by the employee within ten (10) working days of the completion of the second procedural stage. It shall consist of a written request by the aggrieved employee for a review and determination of his/her grievance by the Board of Education. An employee may only proceed to the Board of Education level upon the consent of the Association. In such case the aggrieved employee and the Superintendent shall submit within ten (10) working days written statements setting forth the specific nature of the facts relating thereto. Thereupon, the Board of Education shall hold a hearing.

1. Any such hearing may be conducted by any member of the Board designated by the Board to act on its behalf, provided, however, that if less than the full Board presides at such a hearing, the member or members thereof conducting such hearing shall render a report thereof to the full Board, and the full Board shall thereupon make its report.

2. The report of the Board shall contain a statement of the Board's finding of fact, conclusions and advisory recommendations. The Board shall send a copy of its report to each employee involved, the representatives, if any, the immediate supervisor and to the

Superintendent. The decision of the Board shall be made not later than the second regular monthly Board meeting after receipt of appeal.

(d) The Association shall be notified of all steps taken on an employee's grievance in the event an employee states a desire to be represented by the Association.

(e) Grievance raised by the Board shall be processed, insofar as it is practicable, in accordance with the above procedure.

GENERAL ARTICLE XVI

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.

GENERAL ARTICLE XVII

RIGHTS OF THE 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 budgetary, taxing and other financial policies.

CUSTODIAL/BUS DRIVER ARTICLE I

WORKING CONDITIONS

Section 1: Custodial

(a) The hours of work shall be eight (8) hours per day, exclusive of a one (1) hour lunch period. The work week shall be forty (40) hours, five (5) consecutive eight (8) hour days – Monday through Friday – for employees hired before July 1, 1978. For individuals employed after July 1, 1978, five (5) days in the Monday through Saturday period are required if the District deems such scheduling necessary. Eliminate 12 p.m. to 9 p.m. shift. Evening shift is established from 3:00 p.m. to 11:00 p.m. The night differential pay is built into the shift change by the establishment of a seven (7) hour shift.

(b) Changing of working hours shall be on a voluntary basis, where possible. Otherwise, personnel shall work whatever shift assigned them. Five (5) days' notice shall be given before changing shifts unless the school district is prohibited from doing so because of an emergency. Employees shall work in whatever building to which assigned.

Section 2:

(a) Time and one-half (1½) will be paid for all overtime worked beyond the regular hours in any given day or all work prior to regular starting time, and all work after regular quitting time; but employee must work his/her entire regular day's shift. This does not apply to part-time employees unless they work in excess of a full shift.

(b) The hourly rate of overtime shall be equal to time and one-half (1½) of the regular hourly rate of the employee. Hourly rates shall be double for work on Sunday.

(c) In the event any custodial employee is called back to work after completing his/her regular workday, he/she shall be guaranteed a minimum of three (3) hours' work, or pay in lieu thereof, if the actual work for which he/she was called back to perform takes three (3) hours or less. Call back pay only applies when the call back was approved by the Director of Facilities.

(d) All overtime work shall be equitably distributed on a rotating basis with overtime in each building first offered to custodial employees in such building. The rotation list shall be in order of seniority. If a reachable employee refuses an overtime assignment, he/she shall automatically be placed at the bottom of the list.

(e) When school is cancelled due to snow, employees responsible for snow removal shall be paid at the rate of time and one-half (1½) for time spent removing snow. When school is closed on a weekday for other emergency, employees will leave work at the completion of the work, as directed by the Director of Facilities.

Section 3: Double time shall be paid for any time that is worked on a holiday as provided for in this Agreement, but is not required when school is in session for children or when employee conference day is scheduled.

Section 4: All full-time employees shall receive two (2) different rest breaks, not in excess of ten (10) minutes each, on each shift worked.

Section 5:

(a) All employees appointed by the Board may be granted credit for prior related work experience as the Board may decide. Salary, length and extent of

service and other factors shall be considered by the District when changing the status of an employee from part-time to full-time.

(b) No person shall be employed by the District in a permanent full-time capacity who is not qualified under applicable Civil Service laws and regulations. This applies to members of this bargaining unit only.

Section 6: A substitute for Head Custodian shall receive an additional $20.00 per day for substituting for the Head Custodian.

Section 7: **Vacation Allowance** (as of July 1)
Custodial:

Vacation must be used in the year in which it is earned except that a maximum of ten (10) days total may be carried over.

Five (5) vacation days annual leave after four (4) months, but less than one (1) year of service.

Ten (10) vacation days annual leave after one (1) full year of service.

Fifteen (15) vacation days annual leave after six (6) full years of service.

Twenty (20) vacation day annual leave after ten (10) full years of service.

Vacation time shall be received on an accrual basis through December 31 of each year. After December 31st, unit members shall receive their full yearly allotment of vacation time.

Section 8:

(a) No vacation time will be allowed in the last two weeks of August unless permission is provided.

(b) If a paid legal holiday should occur during a vacation period, such vacation shall be extended one (1) day or the holiday celebrated at some later date, or the employee shall receive an extra day's pay.

(c) If a starting date for full-time employment occurs on or prior to the 15th of the month, a full month shall be credited for service requirements. If a starting date is after the 15th, there will be no credit allowed.

Section 9: Annual vacation compensation will be paid, together with the employee's last pay check, if four (4) weeks' written notice is given, prior to the start of the approved vacation, where the law permits.

Section 10: The District shall provide at least three (3) uniforms per year for the custodial and maintenance employees. All custodial and maintenance employees are required to wear their uniforms each working day unless the uniforms provided by the District do not fit the employee. In addition, the District shall provide an annual allowance of $250 for shoes/uniforms. Unit members must wear jeans or cargo pants/shorts. No sweatpants, leggings or pajamas are permitted. If unit members choose to wear air buds, only one (1) air bud is permitted.

Section 11: In the event a custodian is absent from work, the Board will make every reasonable effort to obtain a substitute. In the event that no substitute is available, the other personnel on the shift shall perform the necessary work to the best of their abilities.

Section 12: A joint committee shall be established, including, but not limited to, the CSEA Unit President and the Superintendent to discuss pending issues and job related training matters. The committee shall meet at the request of either the District or CSEA.

CUSTODIAL/BUS DRIVER ARTICLE II

COMPENSATION

Section 1: All full-time custodial employees covered by this Agreement shall be paid in accordance with the salary schedules annexed hereto, which have been established on the following basis:

2023-2024: 3.0% plus increment.
2024/2025: 3.0% plus increment.
2025/2026: 3.0% plus increment.

All part-time employees covered by this Agreement shall receive a seventy-five cent ($0.75) increase to the salary schedule, plus increment for each of the three (3) years of this Agreement.

A new Groundskeeper schedule shall be added to the Contract effective July 1, 2024.

Section 2: Other employees covered by this Agreement shall be paid in accordance with the salary schedules annexed hereto. Summer work shall be paid at the same rate(s) paid during the school year for all employees who work during the school year.

Section 3: All covered employees shall also advance one step each year on the schedules that apply.

Section 4: New employees will be given the prior July 1 as an anniversary date if their employment commenced prior to January 1 of the given school year. If employment commenced *after* January 1 of a given school year, the anniversary date for salary increments would be the second July 1 following such employment.

Section 5: Remuneration for full-time and part-time positions is based on the thesis that all employees are employed on an annual basis and will be returning after the regularly scheduled holiday or vacation breaks in the normal school year. No employee will be "laid off" unless they receive written notice that their services are no longer required or unless they submit a written notice of resignation.

Section 6: Two (2) additional job titles shall be added to the Bargaining Unit, Custodian/Bus Driver and Cleaner/Bus Driver, as itemized in the Salary Schedules. No employee in the position of Custodian or Cleaner may be involuntarily assigned by the District to the position of Custodian/Bus Driver or Cleaner/Bus Driver. Nothing in the foregoing sentence shall restrict the District from appointing new employees to the Custodian/Bus Driver or Cleaner/Bus Driver positions. All benefits applicable to other bargaining unit members shall apply to the Custodian/Bus Driver and Cleaner/Bus Driver positions.

Section 7: Full-time employees shall receive an annual $500 longevity payment beginning at fifteen (15) years of service in the District; another $600 at twenty (20) years in the District; and another $700 at twenty-five (25) years in the District.

Section 8: The District shall allow employees to participate in a flexible spending plan.

GENERAL ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2023 and shall continue in effect until June 30, 2026 Upon sixty (60) days' written notice, either party may, on November 1, 2025, request negotiations leading to a new contract.

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 provisions of this Agreement. The parties hereto have had a full and complete opportunity to negotiate and present proposals and counterproposals. 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.

NORTH BELLMORE UNION FREE
SCHOOL DISTRICT

By: Marie Testa 8/11/25
Marie Testa
Superintendent of Schools

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

By: 8/6/2025
John Mansfield
Labor Relations Specialist

By: David Marschall 8/6/2025
David Marschall
Association President

2023-2024

Step	CLEANER	CLEANER / BUS DRIVER	CUSTODIAN	HEAD CUSTODIAN	MAINTAINER	SENIOR MAINTAINER
1	$ 39,274	$ 44,294	$ 55,504	$ 60,004	$ 58,254	$ 60,004
2	$ 40,436	$ 45,458	$ 57,410	$ 61,910	$ 60,160	$ 61,910
3	$ 41,667	$ 46,690	$ 59,420	$ 63,920	$ 62,170	$ 63,920
4	$ 42,869	$ 47,891	$ 61,372	$ 65,872	$ 64,122	$ 65,872
5	$ 44,064	$ 49,089	$ 63,419	$ 67,919	$ 66,169	$ 67,919
6	$ 45,491	$ 50,286	$ 65,384	$ 69,884	$ 68,134	$ 69,884
7	$ 45,491	$ 51,670	$ 67,317	$ 71,817	$ 70,067	$ 71,817
8	$ 45,491	$ 53,089	$ 69,360	$ 73,860	$ 72,110	$ 73,860
9	$ 45,491	$ 54,549	$ 71,272	$ 75,772	$ 74,022	$ 75,772
10	$ 46,032	$ 56,871	$ 73,331	$ 77,831	$ 76,081	$ 77,831
11			$ 75,821	$ 80,321	$ 78,571	$ 80,321
12			$ 77,261	$ 81,761	$ 80,011	$ 81,761
13			$ 77,261	$ 81,761	$ 80,011	$ 81,761
14			$ 77,261	$ 81,761	$ 80,011	$ 81,761
15			$ 77,261	$ 81,761	$ 80,011	$ 81,761
16			$ 80,959	$ 85,459	$ 83,709	$ 85,459
17			$ 80,959	$ 85,459	$ 83,709	$ 85,459
18			$ 80,959	$ 85,459	$ 83,709	$ 85,459
19			$ 80,959	$ 85,459	$ 83,709	$ 85,459
20			$ 84,033	$ 88,533	$ 86,783	$ 88,533

Head Custodian & Senior Maintainer salaries are based on Custodian Salary plus $4,500
Maintainer salary is based on Custodian Salary plus $2,750

2023-2024

Step	PART TIME CLEANER	SUMMER CLEANER	PART TIME DRIVER / MATRON
1	$ 19.69	$ 16.05	$ 18.71
2	$ 20.32	$ 16.71	$ 19.42
3	$ 20.96	$ 17.34	$ 20.13
4	$ 21.66	$ 18.02	$ 20.85
5			$ 21.56
6			$ 22.36

2024-2025

Step	CLEANER	CLEANER / BUS DRIVER	GROUNDS-KEEPER	CUSTODIAN	HEAD CUSTODIAN	MAINTAINER	SENIOR MAINTAINER
1	$ 40,452	$ 45,623	$ 47,000	$ 57,169	$ 61,669	$ 59,919	$ 61,669
2	$ 41,649	$ 46,822	$ 48,900	$ 59,132	$ 63,632	$ 61,882	$ 63,632
3	$ 42,917	$ 48,091	$ 50,800	$ 61,203	$ 65,703	$ 63,953	$ 65,703
4	$ 44,155	$ 49,328	$ 52,700	$ 63,213	$ 67,713	$ 65,963	$ 67,713
5	$ 45,386	$ 50,562	$ 54,600	$ 65,322	$ 69,822	$ 68,072	$ 69,822
6	$ 46,856	$ 51,795	$ 56,500	$ 67,346	$ 71,846	$ 70,096	$ 71,846
7	$ 46,856	$ 53,220	$ 58,400	$ 69,337	$ 73,837	$ 72,087	$ 73,837
8	$ 46,856	$ 54,682	$ 60,300	$ 71,441	$ 75,941	$ 74,191	$ 75,941
9	$ 46,856	$ 56,185	$ 62,200	$ 73,410	$ 77,910	$ 76,160	$ 77,910
10	$ 47,413	$ 58,577	$ 64,100	$ 75,531	$ 80,031	$ 78,281	$ 80,031
11				$ 78,096	$ 82,596	$ 80,846	$ 82,596
12				$ 79,579	$ 84,079	$ 82,329	$ 84,079
13				$ 79,579	$ 84,079	$ 82,329	$ 84,079
14				$ 79,579	$ 84,079	$ 82,329	$ 84,079
15				$ 79,579	$ 84,079	$ 82,329	$ 84,079
16				$ 83,388	$ 87,888	$ 86,138	$ 87,888
17				$ 83,388	$ 87,888	$ 86,138	$ 87,888
18				$ 83,388	$ 87,888	$ 86,138	$ 87,888
19				$ 83,388	$ 87,888	$ 86,138	$ 87,888
20				$ 86,554	$ 91,054	$ 89,304	$ 91,054

Head Custodian & Senior Maintainer salaries are based on Custodian Salary plus $4,500
Maintainer salary is based on Custodian Salary plus $2,750

2024-2025

Step	PART TIME CLEANER	SUMMER CLEANER	PART TIME DRIVER / MATRON
1	$ 20.44	$ 16.80	$ 19.46
2	$ 21.07	$ 17.46	$ 20.17
3	$ 21.71	$ 18.09	$ 20.88
4	$ 22.41	$ 18.77	$ 21.60
5			$ 22.31
6			$ 23.11

2025-2026

Step	CLEANER	CLEANER / BUS DRIVER	GROUNDS-KEEPER	CUSTODIAN	HEAD CUSTODIAN	MAINTAINER	SENIOR MAINTAINER
1	$ 41,666	$ 46,992	$ 48,410	$ 58,884	$ 63,384	$ 61,634	$ 63,384
2	$ 42,898	$ 48,227	$ 50,367	$ 60,906	$ 65,406	$ 63,656	$ 65,406
3	$ 44,205	$ 49,534	$ 52,324	$ 63,039	$ 67,539	$ 65,789	$ 67,539
4	$ 45,480	$ 50,808	$ 54,281	$ 65,109	$ 69,609	$ 67,859	$ 69,609
5	$ 46,748	$ 52,079	$ 56,238	$ 67,282	$ 71,782	$ 70,032	$ 71,782
6	$ 48,262	$ 53,349	$ 58,195	$ 69,366	$ 73,866	$ 72,116	$ 73,866
7	$ 48,262	$ 54,817	$ 60,152	$ 71,417	$ 75,917	$ 74,167	$ 75,917
8	$ 48,262	$ 56,322	$ 62,109	$ 73,584	$ 78,084	$ 76,334	$ 78,084
9	$ 48,262	$ 57,871	$ 64,066	$ 75,612	$ 80,112	$ 78,362	$ 80,112
10	$ 48,835	$ 60,334	$ 66,023	$ 77,797	$ 82,297	$ 80,547	$ 82,297
11				$ 80,439	$ 84,939	$ 83,189	$ 84,939
12				$ 81,966	$ 86,466	$ 84,716	$ 86,466
13				$ 81,966	$ 86,466	$ 84,716	$ 86,466
14				$ 81,966	$ 86,466	$ 84,716	$ 86,466
15				$ 81,966	$ 86,466	$ 84,716	$ 86,466
16				$ 85,890	$ 90,390	$ 88,640	$ 90,390
17				$ 85,890	$ 90,390	$ 88,640	$ 90,390
18				$ 85,890	$ 90,390	$ 88,640	$ 90,390
19				$ 85,890	$ 90,390	$ 88,640	$ 90,390
20				$ 89,151	$ 93,651	$ 91,901	$ 93,651

Head Custodian & Senior Maintainer salaries are based on Custodian Salary plus $4,500
Maintainer salary is based on Custodian Salary plus $2,750

2025-2026

Step	PART TIME CLEANER	SUMMER CLEANER	PART TIME DRIVER / MATRON
1	$ 21.19	$ 17.55	$ 20.21
2	$ 21.82	$ 18.21	$ 20.92
3	$ 22.46	$ 18.84	$ 21.63
4	$ 23.16	$ 19.52	$ 22.35
5			$ 23.06
6			$ 23.86

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

Mary E. Sullivan, President