
AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**OYSTER BAY-EAST NORWICH
CENTRAL SCHOOL DISTRICT**

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



Oyster Bay-East Norwich CSD Custodial Unit #7207-01
Nassau County Educational Local 865

July 1, 2023 - June 30, 2026

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AGREEMENT made this 9th day of January, 2024 by and between the Board of Education, Oyster Bay-East Norwich Central School District, New York, Town of Oyster Bay, County of Nassau, State of New York, hereinafter referred to as the "Board of Education" and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, hereinafter referred to as the "Association".

ARTICLE I - RECOGNITION

The Board of Education hereby acknowledges that the Association represents a majority of the unit members employed by the Board of Education during the regular and summer school sessions. Accordingly, and in compliance with Article 14 of the Civil Service Law, the Board of Education hereby recognizes the Association as the exclusive representative and negotiating agent for all personnel in the custodial and ground-crew departments with respect to wages, hours, and other terms and conditions of employment, and for the administration of grievances arising out of the terms and conditions of such employment during the period of implementation of this agreement.

ARTICLE II - PROCEDURES

Section 1 - Conduct of Negotiations

A. The Association and the Board of Education shall each designate a Negotiating Committee. Each Negotiating Committee shall be empowered to make firm recommendations to the Association membership and the Board of Education, respectively, after negotiations.

B. The Negotiating Committee of the Board of Education agrees to explore the feasibility of negotiating certain fringe benefits areas that are not directly tied to other unit member groups which may be awarded separately to unit members of the School District during future negotiations.

C. The parties shall meet jointly in negotiating sessions to negotiate wages, hours, and terms and conditions of employment, and the methods and procedures for the administration of grievances under the Agreement. Such negotiating sessions shall be held by mutual agreement. If an agreement has not been concluded by February 15th, the parties shall establish a schedule of negotiating sessions to be held at mutually agreed upon times and places to conclude the agreement before the Impasse Date. The Committees may mutually agree to waive any meeting.

D. Each party may avail itself of such technical and professional assistance as it, in its discretion, deems necessary. Such persons may be present at the negotiating sessions.

E. The parties shall furnish each other with such information as may be necessary to fulfill their respective obligations under the law.

F. Any negotiations conducted during school hours shall not result in lost wages to participating personnel.

G. Decisions or firm recommendations, as the case may be, reached at negotiating

sessions by the Committees shall be reduced to writing and presented to the Association and Board of Education for final approval. Until such decisions or recommendations are initialized by representatives of the Associations and Board of Education, they shall not be released for publication as the final decision of either party.

H. The Agreement, as approved by the Board of Education and the Association, shall be reduced to writing, signed by the authorized representatives of the respective parties, and reproduced in sufficient numbers for distribution to the Custodial and Ground-Crew departments and such members of the supervisory staff as the Board of Education may desire. The parties shall exchange signed copies of the Agreement.

Section 2 - Resolution of an Impasse

A. An impasse may be deemed to exist if no agreement is reached at least sixty (60) days prior to the budget submission date.

B. In the event that impasse is declared or exists, the parties may meet, informally and confidentially, with a third party in accordance with the provisions of the Taylor Law concerning impasse, in an attempt to resolve the issues which led to the impasse.

C. In the event that an impasse still remains, the parties agree that the statutory procedures then in force and effect under the laws of the State of New York will be followed until the impasse is resolved.

Section 3 - Other Work Stoppages

In the event that the schools of the School District are closed by reason of any dispute that may exist between the Board of Education and other unit members or persons who are not party to this Agreement, then the parties hereto agree that the relationship between them under this Agreement shall continue and that the unit members referred to in this Agreement shall not become involved in any such dispute in any way and shall be guaranteed employment and payment for their services as long as the said unit members shall continue to perform their services in accordance with present policy and under the terms and conditions of this Agreement.

ARTICLE III - DEFINITIONS

A. "Employer" shall mean Board of Education, Oyster Bay-East Norwich Central School District, Town of Oyster Bay, County of Nassau, Oyster Bay, New York.

B. "Chief School Administrator" shall mean the Superintendent of Schools, who is the executive officer of the Board of Education.

C. "Unit Member" shall mean Custodial and Grounds-Crew unit member of Oyster Bay-East Norwich Central School District who is employed under Civil Service regulations.

D. "Supervisor" shall mean any person who is assigned to exercise any level of supervisory responsibility over Custodial and Grounds-Crew unit members.

E. "Grievance" shall mean any alleged violation or misinterpretation of any of the terms or conditions of this agreement.

ARTICLE IV - WORKING CONDITIONS

Section 1

- A. Forty (40) regular working hours per week for unit members.
- B. Grounds-Crew hours shall be from 7:00 am to 4:00 pm throughout the year.
- C. The regular work week for unit member shall be from Monday through Friday.

Section 2

The Head Custodian in each building may arrange for an appropriate lunch period of one (1) hour for custodians in his/her building with the approval of the Building Principal and the Superintendent of Schools or his/her designee.

Section 3

The hours of work for the evening shift shall be for an eight (8) hour period plus an additional one (1) hour meal period between the hours of 3:00 pm and 12:00 am as required.

Section 4

A. Time and one-half shall be paid for all overtime work beyond eight (8) hours in any given day, or for all work prior to regular starting time and all work after regular quitting time. Overtime shall be paid in fifteen minute increments (*e.g.*, if a unit member works one hour and sixteen minutes of overtime, then he/she shall be paid for one hour and thirty minutes at time and one-half). Any hour over one half hour shall be compensated to the next hour. Requests for overtime shall be made on the proper form twenty-four (24) hours in advance, except in extreme emergencies.

B. The hourly rate of overtime shall be equal to time and one-half of the regular hourly rates of the unit member, including Saturdays.

C. In emergency situations excluding situations of a minor nature, when a unit member is required to work overtime on a non-continuous basis, he shall be guaranteed a minimum of two (2) hours work at an overtime rate of pay in accordance with the provisions of this article.

D. Overtime work shall be granted on a rotation basis within a given building when administratively feasible.

E. Excluding emergencies, and when possible, unit members shall be notified forty-eight (48) hours in advance of changes in shifts.

F. A unit member placed on standby will be paid for half the hours requested at the normal rate of pay for the time period if not required to work.

G. A building alarm call will be paid at double time for the first hour, any additional hours worked will be paid at time and one-half.

Section 5

A. Double time shall be paid for any time that is worked on Sundays or the regular holidays listed under Article X of this contract.

B. There shall be a differential of seven (7) percent for all evening shifts starting at 3:00 pm or thereafter. For all unit members not receiving a differential as of November 1, 2018, there shall be a differential of 3%, up to a maximum of \$2,000 per year, for all shifts starting at 3:00 pm or thereafter.

C. There shall be a unit member assigned at the high school to supervise night crew custodial activities. He shall be responsible directly to the high school Head Custodian. Compensation for this position shall amount to \$200 per annum in addition to his/her base rate of pay and night crew differential.

Section 6

All custodial personnel, including building Head Custodians, shall perform weekend patrol on a rotating basis for one (1) month periods. Custodial personnel shall be reimbursed at the rate of time and one half of their base rate of pay for work performed on Saturdays. Patrol duties shall consist of a complete building check and the performance of emergency functions necessary to ensure the safety and security of the building. Patrols shall be performed on those days, including holidays, during which the custodial staff would not be working. Head Custodians shall provide the Superintendent of Schools or his/her designee with a complete annual roster of patrol assignments on or before July 1st. Head Custodians shall provide the Superintendent of Schools or his/her designee with roster changes not later than a twenty-four (24) hour period preceding the effective time of such changes.

Section 7

Unit members shall have a coffee break not in excess of fifteen (15) minutes in the morning. Evening shift personnel shall be provided a 15 minute coffee break. Coffee break schedules shall be established by the Head Custodian and approved by the building principal and Superintendent of Schools or his/her designee. Copies of such schedules shall be filed with the Superintendent of Schools or his/her designee and the building principal. Situations deemed to be of an emergency nature by the building principal, Superintendent of Schools or his/her designee, or the Head Custodian will provide cause for altering such coffee break schedules.

Section 8

All unit members new to the School District and appointed by the Board of Education may be granted credit for prior work experience in the School District up to a maximum of three (3) years.

A. No person shall be employed by the School District in a non-teaching capacity that is not qualified under applicable Civil Service Laws and regulations.

Section 9

A. Vacation allowances from date of employment:

2 weeks annual leave after one full year of service.

3 weeks annual leave after five full years of service.

4 weeks annual leave after ten full years of service.

B. Each unit member reaching 15th, 20th and 25th employment anniversary will receive one extra week's vacation for that year only on the next July 1st date.

Section 10

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

B. If a starting date for full time employment occurs on or prior to the 15th day of the month, a full day of vacation shall be credited for that month. If a starting date is after the 15th, there will be no vacation credited for that month. In no event, however, shall new unit members accrue more than a ten (10) day vacation period (total) during their first year of employment. The same principle will be applied to computing vacation for the last month of employment preceding termination. Annual vacation compensation will be paid together with the unit member's last paycheck prior to the start of the approved vacation.

Section 11

The School District will furnish uniforms for all unit members, including winter coats. Grounds crew unit members shall be provided with heavy weight pants and jackets for winter use. The replacement of uniforms and work clothes shall be at the discretion of the Superintendent of Schools or his/her designee. The School District shall reimburse to each full-time unit member up to a total of \$200 annually toward the purchase of appropriate footwear and/or work pants or any combination thereof upon presentation of a valid receipt for the purchase of such items.

Section 12

Any unit member working above title, due to an extended absence of a unit member in a higher salary category, excluding vacations, for a continuous period in excess of three (3) weeks, shall be compensated for that period of time in excess of three (3) weeks at a rate equal to the grade of the position being filled and at the substitute's experience salary step.

Section 13

At the outset of the new contract period, or as soon as possible thereafter, each Custodial and Grounds-Crew unit member shall be furnished with a statement listing his/her individual annual contract salary and related hourly salary for the school year.

Section 14

Building principals shall be advised in writing by the Superintendent of Schools or his/her designee that unit members shall not be required to check lockers or other such installations in the event of a bomb scare.

ARTICLE V - PROMOTIONS

Section 1

Unit members shall be informed of all custodial and grounds personnel employment vacancies on all grade levels.

Section 2

Salaries are to be compensated on a lateral move, *i.e.*, from the present step in schedule to the same step of the new title schedule.

ARTICLE VI - PROTECTION OF UNIT MEMBERS

Section 1

Unit members in the labor and non-competitive classes hired on or after November 1, 2018 shall be afforded the protections of Section 75 of the Civil Service Law after three (3) years of full-time employment in the unit.

Section 2

A. Seniority shall be based on the date of commencement of employment in the district.

B. Transfers shall be honored on a seniority basis within the same Civil Service title and according to the individual's qualifications.

C. If layoff becomes necessary within the School District, provisional title holder(s) shall be laid off before any permanent unit members with the same Civil Service title shall lose any time. If, after all provisional and probationary unit members have been laid off, other reductions in the work force are necessary, the employer shall lay off in accordance with the principles of seniority within the School District and within similar Civil Service titles. The last person hired shall be the first person laid off and the last person laid off shall be the first person rehired.

D. Before hiring any new unit members, the available work must first be offered to unit members of the same Civil Service title on layoff by sending a written notice to the unit member by registered or certified mail, return receipt requested, directing him to return to work at a time and date not less than seven (7) working days from the date of the mailing of such notice.

E. Officers of the Association shall be given the highest seniority while in office for purposes of determining seniority as it is applied to the layoff procedure under the terms and conditions of this Agreement.

Section 3

Unit members shall be required to report all cases of assault suffered by a unit member while on duty and/or civil action filed against them in connection with their employment to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such within three (3) days.

The school counsel shall inform the unit member immediately of his/her rights under the law.

Section 4

The Board of Education agrees to provide legal counsel to defend any unit member in any action arising directly out of his/her employment by reason of an authorized action taken against a student by such unit member.

ARTICLE VII - ON-THE-JOB INJURIES

Section 1

For absences due to on-the-job injuries, Custodial and Grounds-Crew unit members shall receive a maximum of five (5) days leave, without loss of pay. This leave, resulting from on-the-job injuries, shall not be deducted from accumulated sick leave nor shall it be cumulative. It is agreed that unit members may be requested to see the School District physician for verification of such injuries. Unit members absent for more than five (5) consecutive working days because of an on-the-job injury shall be required to submit a doctor's certificate as evidence of such injury. If the certificate is not furnished to the benefits clerk in the Business Office within ten (10) working days of the date of the injury, the five (5) days of leave may be deducted from an unit member's sick bank.

Section 2

On-the-job injuries resulting in a period of absence in excess of five (5) days shall be governed by the provisions of the Workers' Compensation laws. Unit members shall receive the difference between Workers' Compensation benefits and their full salary after the five (5) day period of absence for a period of up to six (6) months during the time in which coverage is provided under Workers' Compensation.

Section 3

If any unit member injured as aforesaid shall recover money damages from a third party as described in Section 29 of the Workers' Compensation law, said unit member, after having satisfied the Worker's Compensation lien, doctor's lien, and attorney's fee arising out of said accident, shall reimburse the Board of Education for any salary paid to said unit member hereunder out of but not in excess of the proceeds of said recovery against said third party. The Board of Education reserves the right to waive its rights hereunder as it may deem to be in the interest of justice.

Section 4

No sick days shall be deducted from unit members' sick leave for such injury during the duration of time for which coverage is provided under Workers' Compensation Law.

ARTICLE VIII - INSURANCE

Section 1 - Health Insurance

A. Unit members whose start date occurred prior to July 1, 2014 shall contribute twenty three percent (23%) toward their health insurance premium.

Unit members whose start date occurred on or after July 1, 2014 shall contribute 25% toward their health insurance premium.

Unit members' contributions to their health insurance premium shall be made via pre-tax dollars pursuant to Section 125 of the IRS Code.

B. Effective July 1, 2016, a unit member who is fully covered by another health plan and opts out of the School District's health insurance shall receive an opt out payment as follows:

1. Unit members opting out of family coverage as of July 1, 2016: \$5,000
2. Unit members opting out of individual coverage as of July 1, 2016: \$2,500.
3. Unit members not receiving an opt-out payment as of July 1, 2016:
\$2,000 (family), \$1,000 (individual)

Re-enrollment and opt-out in the NYSHIP plan may occur only in accordance with NYSHIP rules.

- C. A change in health insurance carrier to self-insurance may occur, provided:
1. The change in carrier is mutually agreed to by the School District and the Civil Service Employees Association.
 2. The proposed carrier offers the same or substantially the same coverage.

Section 2 - Life Insurance

The Board of Education will pay 63% of the premium for group life, accidental death and dismemberment insurance in an amount of two times the unit member's annual salary to the nearest one thousand (\$1,000) dollars.

Section 3 - Dental Insurance

The School District shall pay 75% of the premium costs for dental insurance. The plan selected shall be mutually agreed upon between the Association and the Board of Education.

Section 4 - Disability Insurance

A. The Board of Education will pay 100% of the cost of providing the New York State Disability Insurance Program.

B. The benefits of this plan will become effective when and after a unit member:

1. Utilizes all of his/her accumulated sick days;
2. 90 days of the Extended Sick Leave provision of this contract (unit members with less than 14 years' service);

OR

3. 180 days of the Extended Sick Leave provisions of this contract (unit members with more than 14 years of service).

C. Filing of Claim within the first twenty (20) days of the disability it shall be the responsibility of the unit member or his/her designee to file such claim with the School District. It is understood that all monies received by the individual will be returned to the School District by the recipient unit member on a regular basis. A separate account will be established by the School District to reflect said receipts. These accumulated funds combined with any remaining benefits under the Extended Illness provision of this contract shall be utilized to reimburse said unit member up to 100% of his/her salary at the time of his/her disability. Upon the expiration of any of the aforesaid disability benefits, any remaining benefits shall be paid to the unit member on the basis of that which yields a greater benefit to the unit member. At no point in time shall any of these benefits exceed 100% of the unit member's income at the time his/her disability commenced.

ARTICLE IX - RETIREMENT BENEFITS

Section 1

The Board of Education agrees to pay the full cost of the unit member's retirement contribution to the New York State Employees Plan (75-I), including option 41-J.

Section 2

Additional salary increments may be granted by special action of the Board of Education, after review of the recommendation of the Superintendent of Schools, to any unit member who has served the School District for five (5) years or more and who is within two (2) years of retirement, providing proper affidavits of the intention to retire are submitted by the person concerned, two years prior to retirement. In the next to last year prior to retirement, the increment shall be \$400; in the year of retirement, the increment shall be \$400 + \$1100.

Section 3

Unit members will be paid up to 100 days at \$100 per day for accumulated sick days upon retirement.

ARTICLE X - LEAVE ALLOWANCE

Section 1 - Personal Illness

Regularly employed unit members shall be entitled to approved absences of twelve (12) working days per year, cumulative to 200 sick leave days without loss of salary.

A. Unit members absent for more than five (5) consecutive working days because of personal illness shall be required to submit a doctor's certificate as evidence of such illness.

Section 2 - Absences for Illness or Death in the Immediate Family

A. For all absences due to illness or death in the immediate family, five (5) days without loss of pay shall be allowed annually.

B. The "Immediate Family" includes wife, husband, father, mother, brother, sister, son, daughter, mother-in-law, father-in-law, or other relatives living under the same roof, or a person who exercised parental control over the individual as a minor for five (5) years or more.

The number of days allowed for illness or death in the immediate family as defined above shall not be cumulative. However, unit members may accrue up to ten family leave days in a family leave bank, with the proviso that family leave bank days can be used only for serious illness (a minimum of five days at a time with a doctor's note) or death of an immediate family member.

Section 3 - Absences for Death of Relative Other than Immediate Family

A. For absences for death of brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparents, aunt, uncle, cousin, one (1) day leave without loss of pay shall be allowed.

B. The number of days allowed for death of relatives other than immediate family as defined above shall not be cumulative.

Section 4 - Court and/or Governmental Agency Appearance

The number of days necessary will be allowed without loss of personal business days or salary if one of the following conditions exists:

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

B. The unit member is required by court order or subpoena to appear in any federal, state, county, town or village judicial or quasi-judicial proceeding, or personally involved therein.

C. Selective Service examination shall be excused without loss of pay for such purpose.

D. Fees received shall revert to the Board of Education.

Section 5 - Jury Duty

Notice of jury duty must be submitted to the school principal, Superintendent of Schools or his/her designee, or the designated officer at the earliest time possible. Jury fees received by said unit member shall revert to the School District. If a unit member is assigned to a night shift, he will be excused for duty in accordance with the provisions covering day shift.

Section 6 - Holidays

There shall be seventeen (17) paid holidays included in the work calendars (annually) for unit members and one floating holiday. These days shall not be in conflict with the respective year's school calendar when finally adopted by the Board and shall be acceptable to the Board of Education.

Section 7 - Absences for Personal Business

A. For absences due to urgent personal business, two (2) days leave without loss of pay shall be allowed annually provided written notice is given the unit member's immediate supervisor forty-eight (48) hours in advance and that the immediate supervisor and the Superintendent of Schools or his/her designee grant approval. In the event of any emergency, the aforementioned forty-eight (48) hour notice would, at the discretion of the immediate supervisor, the Superintendent of Schools or his/her designee, and upon written request of the unit member, be waived. The aforementioned request should include a statement of the nature

of the emergency.

B. Allow transfer from two sick days to personal days with no additional accumulation to total days.

C. At the end of the year, unused personal days will be added to the unit member's sick bank.

Section 8 - Absences for Extended Illness

A unit member who will exhaust his/her accumulated days for personal illness shall submit a letter to the Superintendent of Schools requesting that he/she be granted absences for extended illness as described herein. The Superintendent of Schools may grant the benefits described herein to those unit members who apply for the benefits in accordance with the following procedures.

A statement from the unit member's attending physician must accompany the request. The physician's statement should describe the nature of the illness, the possible duration of the illness and an estimated time when the unit member might reasonably be expected to resume his/her duties.

An extended illness is defined as an illness of thirty (30) or more consecutive calendar days. In the case of continued illness, the Superintendent may request the unit member to provide additional verification from the attending physician. The Board of Education reserves the right to have the unit member examined by a physician of its own choosing. In the event of a difference of opinion between physicians, the opinion of the Board's physician shall prevail.

An individual who has been on extended sick leave and has returned to work who suffers a relapse or recurrence of the same illness may request a continuance of the unused portion of the extended leave provisions by submitting a request and a statement from the attending physician with the same information as requested initially. Such continuance must be requested within ten (10) working days of the relapse. Upon approval of the Superintendent, the unit member will then receive the benefits at the point reached when he/she returned to duty prior to the relapse or recurrence of the illness.

In no event shall extended leave payments be provided to any unit member for a duration in excess of eight (8) months.

Years of Service

Schedule of Payments

	1-3 Mo.	4-6 Mo.	7-8 Mo.
Less than 10 years	Full	3/4	1/2
10-14 Years	Full	3/4	1/2
15-19 Years	Full	Full	3/4
20+ Years	Full	Full	3/4

Limitations & Conditions

1. Monthly payments to any individual shall not exceed \$2,087.55. For each school year, the maximum monthly payment will be increased by the CPI used for transportation contracts as per SED numbers.

2. Monthly payments will be made during the period in which the unit member is legally entitled to payments.

3. Payment under this policy will be reduced by any amount received by the unit member from Workers' Compensation or any insurance provided by and paid for in full by the Board of Education or prorated if partial payment is made by the Board of Education.

4. In the event that there is a third party action available to the unit member who may be injured in an accident, the School District shall be reimbursed for out-of-pocket expenses from proceeds received by the unit member as a result of lost work time by reason of such action he may take against any such third party.

5. No unit member shall accrue sick days while receiving the benefits of this policy.

Reinstatement of Provisions

A person who has exhausted the provisions of this extended illness policy may be eligible for the reinstatement of its provisions after the unit member has completed an additional three (3) years of continuous service within the School District.

Section 9 - Organizational Conference Days

The President of the Association, or his/her designee, shall be entitled to attend professional conferences with which the Association is affiliated for a period of time not to exceed three (3) days during the contract year. Written notice from the person attending the conference shall be sent to the Superintendent of Schools at least seven (7) working days prior to the first day of absence.

Section 10 - Child Care Leave upon Request

Upon request, unit members will be granted leaves of absence without pay not to exceed one (1) year. Unit members shall be reinstated in the same or comparable position upon her return providing a three (3) month notice of the unit member's intention to return is provided the Superintendent of Schools, in writing.

Section 11 - Snow Emergencies

When school is closed due to a snow emergency, and when no other non-instructional personnel are required to be in attendance, those unit members who report for work shall be paid double time. It is understood that all unit members will report for work unless directed not to report, in which case, these unit members would be paid at regular rates of pay. Unit members

who are requested to work on a snow day and do not come to work will have a day's pay deducted.

Section 12 - Reimbursement for Sick Days

For individuals with 100 days of accumulated sick days, half the unused sick days for that year (maximum of 6 days) may be reimbursed at the daily per diem pay if the unit member chooses to turn in these days at the conclusion of the year.

ARTICLE XI - SALARY SCHEDULE

Section 1

The attached salary schedules (Appendix A) shall be in effect for the 2023-2024, 2024-2025, and 2025-2026 school years. The salary schedule shall be increased in accordance with the following:

Unit members hired prior to July 1, 2009: (See "Appendix A")

- Effective July 1, 2023: 2% added to the 2022-2023 salary schedule
- Effective July 1, 2024: 2% added to the 2023-2024 salary schedule
- Effective July 1, 2025: 2% added to the 2024-2025 salary schedule

Unit members hired on or after July 1, 2009 through November 29, 2017: (See "Appendix A")

- Effective July 1, 2023: 2% added to the 2022-2023 salary schedule
- Effective July 1, 2024: 2% added to the 2023-2024 salary schedule
- Effective July 1, 2025: 2% added to the 2024-2025 salary schedule

Unit members hired after November 29, 2018: (See "Appendix A")

- Effective July 1, 2023: 2% added to the 2022-2023 salary for each job title
- Effective July 1, 2024: 2% added to the 2023-2024 salary for each job title
- Effective July 1, 2025: 2% added to the 2024-2025 salary for each job title

Section 2

The anniversary date for purposes of step movement and longevity eligibility for all members of the unit shall be July 1. Unit members who were hired between July 1st and January 31st shall be granted, if eligible, step movement and longevity payments on the July 1st following said fiscal year. Unit members who were hired between February 1st and June 30th shall be granted, if eligible, step movement and longevity payments on the second July 1st following said fiscal year. For example, a unit member hired on December 31st, 2024 will have a July 1 anniversary date for the purpose of eligibility for step movement and longevity as of July 1, 2025. A unit member hired on February 2, 2025 will have a July 1 anniversary date for the purpose of eligibility for step movement and longevity as of July 1, 2026.

Section 3

There shall be no more than seven (7) steps in any pay plan exclusive of longevity steps.

Section 4 Longevity

Longevity payments shall apply only to unit members employed by the School District prior to July 1, 2014.

An additional amount of money shall be added to the unit member's annual base rate of pay after completion of ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of service as follows:

Years of Service

10	\$1,000
15	\$1,100
20	\$1,200
25	\$1,350
30	\$1,350

Eligibility for longevity is cumulative and shall be determined in accordance with the individual's completion of ten years of service, *i.e.*, the amount would be prorated following the anniversary date.

Section 5

Effective July 1, 2008 pay days shall be on a twice a month basis, the 15th and last (30th or 31st) of the month. NOTE: Should the 15th or the last of the month (30th or 31st) fall on a weekend, or holiday, the pay day will be the regular business day before the 15th or the last day of the month.

ARTICLE XII - PERSONNEL FILES

Section 1

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

Section 2

The School District shall reproduce for the unit member, upon request, one copy of pertinent material in his/her file, at the discretion of the Superintendent of Schools or his/her designee.

Section 3

A member of the Custodial and/or Grounds-Crew staff may have entered into his/her

personnel file his/her written rebuttal to any derogatory statements contained therein, as provided by law.

ARTICLE XIII - TRANSFER AND REASSIGNMENTS

The Board of Education recognizes that frequent reassignment and/or transfer of unit members from one school to another is disruptive to the efficiency of the maintenance of the School District. It interferes with optimum unit member performance.

Although the Association also recognizes that some flexibility in regard to the unit member's transfers must remain with the administration, a substantial degree of stability must be provided for all unit members. Therefore, it is agreed as follows:

A. **Non-competitive Positions** - Lists of non-competitive Custodial and Grounds-Crew vacancies and/or new non-competitive Custodial and Grounds-Crew positions created in the School District shall be made available to all unit members. In filling such positions, preferences shall be given to those presently employed over those newly appointed and should be based on length of service in Oyster Bay-East Norwich Central School District. Those applicants with greater length of service shall be given preference.

B. **Competitive Positions** - Civil Service requirements shall be applied in filling competitive Custodial and Grounds-Crew positions. In the absence of an established Civil Service list or when the School District has unsuccessfully exhausted an existing Civil Service list for a competitive Custodial or Grounds-Crew position, the provision of "A" above shall apply.

C. When transfer or reassignment of a unit member is necessary, to the extent possible all volunteers in title shall first be transferred and/or reassigned. Subsequent transfers would be made on the basis of years of service in title to the School District; those lowest in title and in service shall be reassigned first.

ARTICLE XIV - ASSOCIATION BUSINESS

Section 1

Permission shall be granted for the reasonable use of School District facilities for meetings upon written and timely application.

Section 2

Bulletin Board space shall be reserved at an accessible place in each school for the exclusive use of the Association for the purpose of posting material dealing with proper and legitimate Association business.

Section 3

Present administrative procedure regarding the presence of unauthorized personnel on school grounds shall be maintained.

ARTICLE XV - DUES DEDUCTIONS

Section 1

The Board of Education agrees to deduct from the salaries of its unit members dues and insurance premiums for the Association as said unit members individually and voluntarily authorize the Board of Education to deduct and to transmit such monies to the Civil Service Employees' Association, 143 Washington Avenue, Albany, NY. Unit member 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.

Section 2

Deductions shall be made uniformly and consistently.

Section 3

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

Credit Union - Unit members may authorize automatic payroll deduction of a specific amount to be deposited directly into an approved Credit Union account. Credit Union deductions shall be made during the first week of October and the first week of February. Exceptions for emergencies will be decided by the Financial Loss Committee.

Section 4

If a unit member chooses to revoke his/her payroll deduction authority, it shall be done in writing and be received by the Superintendent of Schools or his/her designee at least ten (10) working days prior to the payroll date on which said deduction is said to become effective.

Section 5

If the unit member then changes his/her mind and signs another new payroll deduction card, he/she shall be afforded the payroll deduction right. Such changes must be presented to the Superintendent of Schools or his/her designee in writing at least ten (10) working days prior to the payroll date on which said deduction is said to become effective.

Section 6

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

Section 7

Upon request, annually, the Board of Education shall provide the Association with a list of those unit members who have voluntarily authorized the Board of Education to deduct dues and insurance premiums for the Association.

ARTICLE XVI - GRIEVANCE PROCEDURES

In compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public unit members, and in order to establish the most harmonious and cooperative relationship between unit members, supervisors, administrators, and members of the Board of Education, the Board of Education hereby establishes the following procedures, rules and regulations:

BASIC PRINCIPLES

1. Every unit member shall have the right to present his/her grievances to his/her employer in accordance with the provisions of this policy, free from interference, coercion, restraint, discrimination, or reprisal, and the grievance procedure established under this policy shall provide the right to be represented at all stages.

2. It shall be the responsibility of supervisors, commensurate and the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by unit members under their supervision. To such extent as is practicable, appropriate authority shall be delegated to such supervisors to enable them to carry out the purposes of this policy.

3. It shall be the responsibility of the Superintendent of Schools to take such steps as may be necessary to give force and effect to these provisions.

PROCEDURAL REQUIREMENTS

Basic grievance procedure shall provide for at least two (2) procedural stages and an appellate stage for the settlement of grievances as set forth in this policy.

FIRST STAGE

The first procedural stage shall consist of the unit member's presentation of his/her grievance to his/her immediate supervisor, who shall to such extent as he/she may deem appropriate, consult with his/her superiors. The discussion and resolution of grievance at the first stage shall be on an "oral and informal" basis. If such grievance is not satisfactorily resolved at the first stage, the unit member may proceed to the second stage.

SECOND STAGE

The second procedural stage shall consist of a request by the aggrieved unit member for a review and determination of his/her grievance by the Deputy Superintendent or his/her designee. In such a case the aggrieved unit member and his/her immediate supervisor shall each submit a written statement setting forth the specific nature of the grievance. Thereupon, the

Deputy Superintendent or his/her designee shall, at the request of the unit member, hold an informal hearing at which the unit member and, in accordance with the provisions of the grievance procedure, his/her representative may appear and present oral and/or written statements or arguments. The final determination at the second stage of such grievance proceeding shall be made by the Deputy Superintendent or his/her designee.

THIRD STAGE

If such grievance is not satisfactorily resolved at the second stage, the aggrieved unit member may submit a request to the Superintendent of Schools for his/her determination. All written statements concerning the case shall be forwarded to the Superintendent of Schools. He/she may request additional information and may call a hearing and shall make his/her determination.

If the grievance is not satisfactorily resolved at this stage, the aggrieved unit member may proceed to the review stage.

REVIEW STAGE

There is hereby established an impartial review panel consisting of five (5) members. Three (3) members will be elected by the unit members one (1) of whom shall be from the unit. The Superintendent of Schools shall appoint two (2) members. Each person shall serve for two (2) years. The panel shall elect its own chairperson.

In the first year the people elected and appointed shall draw lots for a one (1) year or two (2) year term.

The aggrieved unit member may make a written request to the chairperson of the Review Panel. The panel may request additional information and may call a hearing. The determination of the Review Panel shall be sent to the Chief School Administrator for a final determination. If the grievance is still unresolved, the aggrieved unit member may appeal to the Board of Education.

BOARD STAGE

The aggrieved unit member may make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education. The Board of Education may request additional information and may call a hearing. The Board of Education shall render a final decision within ten (10) working days.

GENERAL

Each stage of this basic grievance procedure shall take ten working days, wherever possible. Grievances must be initiated within thirty calendar days of the date of the alleged violation or the date when the grievant should have known of the alleged violation. The failure to meet this deadline shall bar the filing of the grievance.

AMENDMENTS

These procedures may be amended at any time by the Board of Education. The Custodial and Grounds-Crew staff may also submit proposed amendments to the Board of Education for consideration.

DISTRIBUTION OF PROCEDURES

A copy of these procedures and any amendments thereto shall be distributed to all members of the Custodial and Grounds-Crew staff and shall be filed with the State Civil Service Commission and the clerk of the School District within fifteen (15) days after their adoption. The procedures shall be open to public inspection, at reasonable times, with the clerk of the School District or at the office of the Chief School Administrator.

GRIEVANCE PROCEDURE

FIRST STAGE (Oral and informal Basis)	Unit Members
SECOND STAGE (Written Statement of Grievance)	Deputy Superintendent Review and Determination
THIRD STAGE (Second Stage Unsatisfactory)	Superintendent of Schools Review and Determination
REVIEW STAGE (Third Stage Unsatisfactory)	Review Panel - Non-Teaching Staff Additional Information & Possible Hearing
REVIEW PANEL DECISION	Superintendent of Schools Final Determination
BOARD OF EDUCATION STAGE	Board of Education Additional Information & Possible Hearing

ARTICLE XVII - MUTUALITY OF OBLIGATION

Section 1

In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in full force and effect.

Section 2

The failure of either party to enforce any provision of this agreement shall not operate as a waiver thereof or of any other provision herein, and the agreement shall continue in full force and effect.

Section 3

Neither the Board of Education nor any of its agents shall at any time seek to violate the principle of the secret ballot.

Section 4

The within provisions constitute the entire Agreement between the parties and may not be modified or extended orally. Any changes or deletions herein must be accomplished by the same method expressed in writing and signed with the same formality. Negotiations hereunder shall not be reopened unless by mutual agreement between the parties.

ARTICLE XVIII - PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

In accordance with the Public Employees' Fair Employment Act (Sec. 204-a):

A. Any written agreement between a public employer and a unit member organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

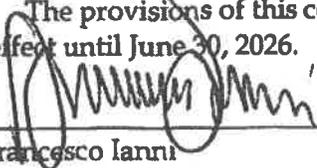
B. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the document accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

C. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment be furnished with a copy of the provisions of this section.

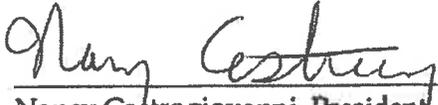
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ARTICLE XIX - DURATION

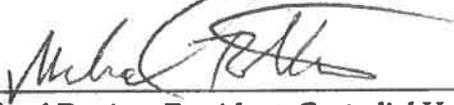
The provisions of this contract shall become effective July 1, 2023 and remain in force and effect until June 30, 2026.



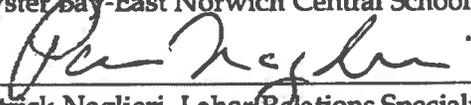
Dr. Francesco Ianni
Superintendent of Schools
Oyster Bay-East Norwich Central School District



Nancy Castrogiovanni, President Board of Education
Oyster Bay-East Norwich Central School District



Michael Rottino, President, Custodial Unit
Oyster Bay-East Norwich Central School District



Patrick Naglieri, Labor Relations Specialist
CSEA, Inc., Local 1000, AFSCME, AFL-CIO

APPENDIX A - SALARY SCHEDULES

APPENDIX A

Custodial Unit Salary Schedules

July 1, 2023 - June 30, 2026

Title (all at top step)	HIRED July 1, 2009 to October 22, 2018			
	Base Year			
	2022-23	2023-24 2% increase	2024-25 2% increase	2025-26 2% increase
Head Custodian HS	74,689	76,183	77,706	79,261
Head Custodian Vernon	72,008	73,448	74,917	76,415
Head Custodian Roosevelt	69,879	71,277	72,702	74,156
Custodian	65,269	66,574	67,906	69,264
Cleaner	59,653	60,846	62,063	63,304
Grounds Supervisor	69,954	71,353	72,780	74,236
Groundskeeper	64,858	66,155	67,478	68,828
Laborer	52,798	53,854	54,931	56,030

Title	HIRED PRIOR to July 1, 2009			
	Base Year			
	2022-23	2023-24 2% increase	2024-25 2% increase	2025-26 2% increase
Head Custodian HS	89,672	91,465	93,295	95,161
Head Custodian Vernon	86,766	88,501	90,271	92,077
Head Custodian Roosevelt	84,658	86,351	88,078	89,840
Custodian	76,113	77,635	79,188	80,772
Cleaner	68,525	69,896	71,293	72,719
Grounds Supervisor	83,891	85,569	87,280	89,026
Groundskeeper	74,453	75,942	77,461	79,010
Laborer	59,936	61,135	62,357	63,605

APPENDIX A

Custodial Unit Salary Schedules

July 1, 2023 - June 30, 2026

Title	NEW HIRES AFTER October 22, 2018			
	Base Year			
	2022-23	2023-24 2% increase	2024-25 2% increase	2025-26 2% increase
Head Custodian HS	71,689	73,123	74,585	76,077
Head Custodian Vernon	69,008	70,388	71,796	73,232
Head Custodian Roosevelt	66,879	68,217	69,581	70,973
Custodian	62,269	63,514	64,785	66,080
Cleaner	56,653	57,786	58,942	60,121
Grounds Supervisor	66,954	68,293	69,659	71,052
Groundskeeper	61,858	63,095	64,357	65,644
Laborer	49,798	50,794	51,810	52,846



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

Mary E. Sullivan, President

