AGREEMENT

by and between the

BOARD OF EDUCATION

of the

EAST MEADOW UNION
FREE SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME,
AFL-CIO

CSEA
NEW YORK

East Meadow UFSD Custodial & Maintenance Personnel Unit #7580-02
Nassau County Educational Local 865

July 1, 2025 - June 30, 2029

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AGREEMENT made as of this 1st day of July, 2025, by and between the BOARD OF EDUCATION, EAST MEADOW UNION FREE SCHOOL DISTRICT, EAST MEADOW, Town of Hempstead, County of Nassau, State of New York, hereinafter referred to as the "Board", and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, East Meadow Unit, Custodial Section, hereinafter referred to as the "Association".

1.0 Recognition

The Board hereby acknowledges that the Association represents a majority of the Custodial and Maintenance Personnel employed by the Board. Accordingly, and in compliance with Article 14 of the Civil Service Law, the Board hereby recognizes the Association as the exclusive representative and negotiating agent for all Custodial and Maintenance Personnel, including cleaner attendants, and floaters 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 this Agreement ending June 30, 2029.

2.0 Procedures

2.0a The parties shall furnish each other with such information as may be necessary to fulfill their respective obligations under the law.

2.0b Any negotiations conducted during school hours shall not result in lost wages to participating personnel.

2.0c The Agreement, as approved by the Board and the Association shall be reduced to writing, signed by the authorized representatives of the respective parties, and reproduced by the Board in sufficient numbers for distribution to the Custodial and Maintenance Personnel and such members of the supervisory staff as the School Board may desire. The parties shall exchange signed copies of the Agreement.

A written signed labor contract is to be distributed to all custodial employees within approximately thirty (30) days after both sides have ratified the Agreement.

2.1 No Strikes

2.1a The Association shall not engage in a strike, nor cause, instigate or encourage a strike.

2.1b The Association shall exert its best efforts to prevent or terminate such strike.

2.1c Nothing contained in the Agreement shall be construed to limit the rights, remedies or duties of the Board or the rights, remedies or duties of the Association employees under State Law.

3.0 Definitions

3.1 "Employer" shall mean Board of Education, East Meadow Union Free School District, East Meadow, Town of Hempstead, County of Nassau, State of New York.

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

3.3 "Employee" shall mean full-time Custodial and Maintenance Personnel (including cleaner attendants), groundskeeper and cafeteria truckers of East Meadow Union Free School District, who are employed under Civil Service regulations. Part-time employees shall be those employees who work four (4) hours or less per day on a regular basis.

3.4 "Supervisor" shall mean any person who is assigned to exercise any level of supervisory responsibility over Custodial and Maintenance Personnel.

3.5 "Grievance" shall mean any violations or misinterpretation of the existing rules which relate to or involve employees' health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees; provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, or disciplinary proceedings.

4.0 Working Conditions

4.0a With the exceptions as noted below, Custodial and Maintenance Personnel shall work an eight (8) hour day, five (5) days per week, Monday to Friday, during the terms of this Agreement, except during July and August, when the workweek shall be seven and one-half (71/2) hours per day. Overtime to be paid on work performed before and after regular work hours.

4.0b The daily work period shall continue to be determined by the Superintendent of Schools.

4.1 A coffee break, not to exceed fifteen (15) minutes, shall be granted to all personnel. A schedule of break periods shall be developed by the head custodian in each building

subject to the approval of the building principal. The schedule for groundskeepers and maintainers shall be established by their supervisors.

5.0 Promotions

5.1 All openings for promotional positions and for positions paying higher salary differentials shall be adequately noticed and shall be filled in accordance with applicable Civil Service Laws, with final selection to be made by the Board. In filling positions, promotional examinations shall be held.

5.2 An employee being promoted from one position to another shall receive not less than Six Hundred and 00/100 ($600.00) Dollars to the next higher step in the salary schedule in the new classification.

5.3 An employee assigned for more than two (2) weeks to a position in a higher grade schedule, shall temporarily receive pay for the higher grade schedule after two (2) weeks of service at the rate the employee would have received under Section 5.2 if promoted, retroactive to the first day.

5.4 The District shall appoint two supervisory foremen (one in the area of maintenance and one in the area of grounds) – any individual appointed to this position shall receive a yearly stipend of $2,200, which does not get built into the base salary.

5.5 Upon the approval of the Maintenance Supervisor and Central Administration, a Maintenance Helper will become a Maintenance Man. New employees must serve a three-year apprenticeship, as a Maintenance Helper, prior to being considered for promotion to Maintenance Man. The individual must acquire all the skills, both technical and administrative, as may be required to schedule work, order materials, prepare documents, set up, implement, clean up, coordinate and complete the job assigned. These individuals will be considered for promotion upon recommendation of the supervisor and the approval of Central Administration, subject to promotional regulations.

Current employees only: After serving three (3) years as a Maintenance Helper and upon promotion to Maintenance Man the successful employee will receive an adjustment in pay equal to the Maintenance Man's salary schedule at the same step.

5.6 Upon the approval of the Grounds Supervisor and Central Administration, a Laborer will become a Groundskeeper. New employees must serve a three-year apprenticeship, as a Laborer, prior to being considered for promotion to Groundskeeper. These individuals will

be considered for promotion upon recommendation of the supervisor and the approval of Central Administration, subject to promotional regulations.

Current employees only: After serving three (3) years as a Laborer and upon promotion to Groundskeeper the successful employee will receive an adjustment in pay equal to the Groundskeeper's salary schedule at the same step.

5.7 After serving three (3) years as a permanent substitute cleaner, a permanent substitute cleaner will become a full-time cleaner. Upon appointment as a full-time cleaner, the employee will receive an adjustment in pay equal to the Cleaner's salary schedule at the same step. The application of this provision is subject to staffing thresholds established by central administration.

6.0 Protection of Non-Teaching Employees

6.1 All employees who are appointed from a Civil Service list will be afforded the protection of applicable Civil Service Laws, including, but not limited to, areas involving advancement, discipline, layoffs and legal representation.

6.2 The District shall notify the unit president of disciplinary conferences/actions with unit members.

7.0 Personal Injury

7.1 Custodial and Maintenance Personnel injured on the job shall be required to apply for Workers' Compensation benefits. Such personnel may use accumulated sick leave days and vacation days without loss of salary. They may also borrow from the sick leave pool, pursuant to Section 16.3 if they have three (3) or more years of service in the District. Such borrowed days shall be repaid at a rate of six (6) days per year. After these days have been exhausted, they will receive no additional salary until the Workers' Compensation Board has determined that it was a job related injury. Thereafter, they will receive full salary minus cash benefits of Workers' Compensation for the period of their absence up to a maximum of one hundred twenty (120) calendar days or eighty (80) work days if absence is intermittent. After the determination of job relatedness by the Workers' Compensation Board, the sick leave, vacation days and borrowed days used by the employee in that connection will be restored. Only the weekly cash benefits paid by Workers' Compensation shall be turned over to the Board during the period which the custodial and maintenance employee is receiving full salary. For any intermittent absence over an extended period of time related

to the same on-the-job injury, the maximum number of sick leave days to be returned to an individual's bank shall be eighty (80) work days. To qualify for sick leave reimbursement, a doctor's note is required for each intermittent absence.

7.2 Limitation

At no time may a custodial and maintenance employee receive a combination of salary, Workers' Compensation, school district disability insurance or social security benefits which total in the aggregate more than one-hundred percent (100%) of his/her regular salary.

7.3 It is agreed that the District shall, as soon as practical, implement a managed care program of individuals who apply for Workers' Compensation benefits. Such a program is authorized by Section 126(B) of the New York State Workers' Compensation Law. All employees who are injured arising out of, or in the course of, their employment who apply for Workers' Compensation benefits shall be immediately referred to the Managed Care Organization (MCO) selected by the District. Any employee referred to the MCO must remain under their care for a period of no less than thirty (30) days. If, after a period of thirty (30) days, the employee is not satisfied with the care received through the selected MCO, he/she may elect to receive treatment from another provider within the MCO, or receive treatment from any other health provider licensed by the New York State Workers' Compensation Board. The District reserves the right to change managed care providers and/or reintroduce a non-managed care, self-insured, workers compensation program.

8.0 Health Insurance & Benefits

8.1 Health Insurance

8.1a Health Insurance – Effective October 1, 1991, the Board shall pay eighty-five (85%) percent of the medical insurance premium for all eligible members. Employees hired as permanent after September 1, 1982, will be eligible for health insurance only if they work at least twenty-five (25) hours per week. Employees hired as permanent after July 1, 1991 will be eligible for health insurance only if they work at least thirty (30) hours per week. Effective October 1, 1991, in no instance shall the Board pay more than eighty-five percent (85%) of the cost of any option. Effective July 1, 2006, all active employees eligible for health insurance shall contribute an additional $240 per annum toward the health insurance premium.

8.1b Health Insurance for Retirees - Effective July 1, 2006, active employees who have seven (7) years in a New York State Health Insurance Program (NYSHIP) Plan with the District, but less than ten (10) years of participation in a NYSHIP health plan, and who retire at age fifty-five (55), or older, or younger if a disability retirement, and retire under the New York State Employees Retirement System subsequent to July 1, 1991, will be guaranteed that the Board will contribute for the member's lifetime no less than eighty-five percent (85%) of the total cost of the applicable health insurance premiums into retirement. Under these circumstances, upon the death of the retiree, the District Spousal Protection Program is not applicable and NYSHIP will not permit spousal benefits.

Health Insurance Spousal Protection- In order to qualify for the District Spousal Protection Program, the retiree or active employee must have participated in a NYSHIP health plan for a minimum of ten (10) years, seven (7) years of which must be with the District as a full time employee. Effective July 1, 2006, and upon the death of the active employee or retiree from the school district, the surviving spouse may continue to participate in the health insurance program at an annual cost of 15% of the premium. Participation in the health insurance program shall continue for the lifetime of the surviving spouse or until he or she remarries. The unit member and the District shall execute an individual contract as per the attached Schedule "A".

It is agreed that the District shall pay the cost of Medicare Part B reimbursement only if required by law to do so. This change will not be implemented until the District makes this change with all other bargaining unit employees eligible for health insurance.

8.1c The District reserves the right to self-insure or choose an alternate health plan. The Board agrees to provide the unit president with a copy of relevant data regarding health benefits before selecting an alternative health plan and will provide an opportunity for input.

8.1d Employees who qualify for enrollment in the District's health insurance program, as of September of each year, and who elect not to participate in same for the entire school year because of alternate coverage, shall receive a payment equal to 40% of the District's cost for participation in the family coverage or individual coverage, whichever is applicable. Payments under this program shall be made by separate check at the conclusion of each full school year coverage has been waived. Members of the unit shall notify the District if

they wish to participate in this program. Members of the unit shall be able to reapply for insurance coverage at any time subject to the requirements and conditions specified in the New York State Health Insurance Program. Unit members whose non-participation is for less than a full school year shall receive a pro-rated amount of such payment.

8.1e Effective October 1, 2025, the District shall cover each eligible, full-time active unit member, with the following supplemental benefits: Annual Vision Care, Accident Insurance, Hospital Indemnity and Critical Illness. Employees receiving coverage shall contribute twenty-five percent (25%) toward the cost of such plan. The District will pay the balance of the annual cost. The District reserves the right to self-insure this benefit. If the District elects to self-insure, the twenty-five percent (25%) co-payment shall be converted to a dollar amount that shall be fixed as the employee's amount of contribution while self-insurance remains in effect. Full-time employees hired subsequent to July 1, 1991, will have to complete one full year of service in order to qualify for this benefit.

8.2 Dental Insurance

Effective July 1, 2001, the District shall provide family coverage for all full-time (35 hours or more) members of the unit under the CSEA Horizon (Family) Dental Plan.

The District will pay 90% of the CSEA Horizon (Family) Dental Plan premium. The employee shall pay 10% of the annual premium.

It is understood that the District reserves the right to self-insure for the benefits provided.

Eligible members who do not wish to be covered by the plan shall receive a yearly buy out of $175.

All full-time employees who are hired subsequent to July 1, 1991 must complete one full year of service in order to qualify for any dental benefit.

8.3 Life Insurance

Effective July 1, 2001, the Board shall provide to all full-time employees in the bargaining unit a fully paid group term life insurance policy in the amount of Forty Thousand and 00/100 Dollars ($40,000.00) while they are in the employ of the District.

8.4 Disability Insurance

The Board shall provide group long-term disability employee insurance in accordance with the provisions of Connecticut General Insurance Company, Policy No. 04256353, which is incorporated herein by reference solely for the purpose of delineating benefits and not for

the purpose of designation of carrier. Such carrier may be changed by the Board provided there is no change in benefits.

Custodial and Maintenance Personnel receiving disability insurance shall have the option of (a) maintaining sick leave, unused or (b) receiving that portion of their unused sick leave which will provide them with one-hundred percent (100%) of their regular salary, exclusively from sick leave and no other source. The period of utilization of such sick leave precludes disability insurance payments.

9.0 Payment of Accumulated Sick Leave

All full-time employees shall be entitled at the time of retirement to receive payment for accumulated sick leave as follows:

At the time of retirement as above provided or in the event of an employee's death while in the employ of the Board, the cumulative unused sick leave days shall be totaled using last days first to a maximum cumulative limit of one hundred seventy (170) days. Sick leave days earned can be replenished with days accruing at a later date.

At the time of retirement, as above provided, the total number of unused sick days as above calculated shall be converted to dollars using a "value at the time of accrual" method and the amount of such monies, so determined, shall be paid to the retiring employee upon retirement or, in the event of his death, to his or her estate.

For the purposes of this provision, an employee's cumulative unused leave shall consist of the employee's most recently acquired unused sick leave days not to exceed one hundred seventy (170) days. Sick leave days in excess of the number allowable in any one year shall be deducted from the cumulative unused sick leave by eliminating an equal number of the earliest acquired sick leave days.

When an employee shall retire or die while in the employ of the school district, the total number of days of cumulative unused sick leave shall be converted into dollars as follows:

Each sick day shall be valued at 1/240 of the employee's annual salary at the time of accrual of the sick leave days. The total thereof shall be paid, if the employee shall have died, to his or her estate.

10.0 Notice of Retirement or Resignation

Employees intending to retire shall so notify the District not less than seven (7) months prior to the employee's last day of service.

Employees intending to resign shall so notify the District not less than two (2) weeks prior to the employee's last day of service.

10.1 The value of accumulated sick leave and other termination payments will only be made to employees eligible for retirement and who have satisfied the seven-month notification requirement of the school district. The value of their accumulated sick leave (170 days maximum), and/or other qualifying termination payments earned and accrued, shall be paid by the employer under the terms of the EGTRRA statute (see attached agreements/Schedule D).

11.0 Retirement Benefits

The Board agrees to pay during the term of this contract the full cost of a retirement plan provided in Section 75-1 of the New York State Retirement System. The 75-1 Plan will be a non-contributory 20-year career plan with a guaranteed minimum death benefit.

12.0 Tax Sheltered Annuities

The Board agrees to deduct from the salary due to an employee such sum as may be authorized in writing by the employee for the purchase of a single premium tax-sheltered annuity policy, at no cost to the District. The employee may select among the tax-sheltered annuities approved by the District.

13.0 Leave of Absence

Employees may request a leave of absence without pay not to exceed one (1) year due to illness or serious personal problems, according to Civil Service Laws with approval of the Board of Education.

14.0 Uniform Allowance

The Board will supply three (3) uniforms per year to every full-time employee and will provide foul weather gear in accordance with past practice. The Board will supply three (3) summer T-shirts to every member. Maintenance employees and grounds persons will receive an additional three (3) full uniforms. In addition, effective July 1, 2025, all employees will receive a parka. Employees will be eligible to receive an additional parka after three (3) years. All employees receiving such uniforms shall be required to wear a District-issued long sleeve or short sleeve shirt and trousers or jeans while on duty. The uniform issued by the District shall consist of long sleeve and short-sleeved shirt, trousers or jeans, and a mid-layer.

Effective July 1, 2025, all grounds person shall receive boots. Grounds persons will be eligible to receive an additional pair of boots after three (3) years.

15.0 Vacation

Full-time personnel shall be entitled to one (1) vacation day per full month up to a maximum of ten (10) vacation days during the first year of employment. Vacation is accrued on a pro-rated basis and is earned in the first year of employment to be used in the subsequent year.

15.1 Full-time personnel shall be entitled to two (2) weeks' vacation per annum, after completing one (1) year of employment.

15.2 Full-time personnel shall be entitled to three (3) weeks' vacation per annum, after completing five (5) years of employment.

15.3 Full-time personnel shall be entitled to four (4) weeks' vacation per annum, after completing ten (10) years of employment with the District.

15.4 Full-time personnel shall be entitled to twenty-two (22) days' vacation per annum after completing twenty (20) years of service.

15.5 Vacation time is non-cumulative and must be taken within the appropriate fiscal year. Except for extenuating circumstances and with the approval of the employee's direct supervisor and the Director of Facilities, no vacation time is to be taken during the week prior to graduation in June and the week prior to school opening in September.

15.6 Vacation checks for employees will be generated prior to vacation periods provided that notification, in writing, is received by the immediate supervisor one (1) month prior to commencement of the vacation period.

15.7 Winter vacations shall be scheduled at the discretion of the Superintendent of Schools.

15.8 Upon separation from employment, an employee shall be paid for unused vacation time not to exceed the amount of vacation time to which the employee is entitled annually based on their years of service in the district.

16.0 Personal Illness

16.1 Full-time employed personnel, after having been employed for (1) year, shall be entitled to approved absences of thirteen (13) working days per year, cumulative to one hundred and seventy (170) sick leave days, without loss of salary. Full-time persons employed less than one (1) year shall be allowed one (1) sick leave day per full month of

employment. Part-time personnel shall receive four (4) sick leave days per year cumulative to fifteen (15) days.

16.1.1 Full-time employed personnel, after having been employed for (1) year, shall be entitled to a maximum of five (5) days annually, under sick leave, for serious sickness in the immediate family or adoption. Immediate family shall include husband, wife, children, mother, father, brother and sister.

16.2 Employees absent for more than two (2) consecutive working days because of personal illness shall be required to submit a doctor's certificate as evidence of such illness.

If a combination of personal and sick leave days are utilized for a continuous absence, a doctor's evaluation covering each day of sick leave in this combination may be requested by the District.

16.3 If an employee with three (3) or more years of service in the District exhausts all accumulated sick leave, such employee, with the approval of the Superintendent, which approval shall not be unreasonably withheld, shall be authorized to borrow against his/her future sick leave to a maximum of twenty-four (24) days. Employees shall be charged with having borrowed only those sick days that are actually used in a given school year. Borrowed sick leave shall be repaid at a rate of six (6) days per year. If the employee leaves the District, he/she shall be obligated to repay such leave. Reimbursement by the employee shall be made to the District at a per diem rate of 1/240 of the employee's annual salary in effect at the time the borrowed sick days were actually used and this may be deducted from his/her last check.

17.0 <u>Confession of Judgment – Borrowed Sick or Vacation Leave</u>

All unit employees will be required to sign a Confession of Judgment which states that any individual leaving the District's employ who has borrowed sick or vacation days must reimburse the District for those days.

18.0 <u>Court and/or Governmental Agency Appearances</u>

The number of days necessary will be allowed without loss of salary if one of the following conditions occur:

(a) The school district is involved and the employee is a party or witness to the action.

(b) The employee is required by court or subpoena to appear in any federal, state, county, town or village judicial or quasi-judicial proceedings, and the employee is not otherwise a party to such proceedings, or personally involved therein.

(c) Selective Service examinations shall be excused without loss of pay for such purposes.

(d) Fees shall revert to the school district.

19.0 Jury Duty

Notice of Jury Duty must be submitted to the school principal or the designated administrative officer at the earliest time possible. The District will provide employees with the difference between their regular pay and any jury duty fees, less mileage, that are received.

20.0 Official Holidays

20.1 All full-time Custodial and Maintenance Personnel shall be entitled to the following eighteen (18) holidays provided they occur on Sunday through Friday: July 4th, Labor Day, Columbus Day, Election Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Dr. Martin Luther King Jr. Day, Presidents Day, one additional day during the February break at the discretion of the Director of Facilities, Holy Thursday, Good Friday, Memorial Day and Juneteenth.

If any of the aforementioned days should occur when school is in session, the employee will be required to remain on duty but will be entitled to a compensatory day, at a time of mutual agreement, when school is not in session. Said day must be taken within one (1) year of the holiday date.

When an aforementioned holiday falls on a Saturday, employees shall be granted a compensatory day, at a time of mutual agreement, when school is not in session. Such day must be taken within one (1) year of the holiday date.

20.2 If a declared holiday, as hereinabove set forth, falls during the vacation period of an employee, such employee will receive an additional day of vacation.

20.3 If the Board of Education closes schools because of a religious holiday, as approved by the Commissioner of Education, all full-time Custodial and Maintenance Personnel shall have this day off.

20.4 Part-time employees, after one (1) year of service, shall receive payment at their daily rate for the following holidays: Presidents Day, Memorial Day, Juneteenth, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day.

20.5 If the State of New York and/or the Federal Government declare a special holiday in which schools must be closed on a normal school day, all full-time and part-time Custodial and Maintenance Personnel shall have this day off. Should the State and Federal Government set different dates for the same observance the Board of Education will determine the holiday date for these employees.

21.0 Absences for Personal Business

21.1 For absences due to urgent and personal business, two (2) days' leave without loss of pay shall be allowed annually, subject to approval of the employee's immediate supervisor, provided written notice is given to the employee's immediate supervisor one (1) week in advance, except where emergency exists; it is understood that said leave will be charged against the employee's unused sick leave.

21.2 In the event of death in the immediate family, employees will be entitled to a maximum of five (5) days to be charged against accumulated sick leave. Immediate family shall include husband, wife, children, mother, father, brother, sister, brother-in-law, sister-in-law, mother-in-law, or father-in-law or grandparents.

22.0 Attendance Incentive

22.1 Effective July 1, 2015, full-time 12-month employees who take no sick or personal days (including days off for workers' compensation) in the fiscal year (July 1 – June 30) shall receive $1,144; employees who take one (1) such day off shall receive $990; employees who take two (2) such days in a fiscal year shall be entitled to $836. Regular part-time employees who take no days off will receive $880; employees who take one day off shall receive $726; employees who take two (2) days off in a fiscal year shall be entitled to $572. It is expressly agreed that bereavement days will not be counted as days off for the purposes of this incentive.

23.0 Salary

23.1 See Schedules "B1, 2, 3, 4

23.2 **Longevity**

23.2a Effective July 1, 2025, full-time unit members shall receive non-cumulative longevity payments, excluded from base salary, based on years of service as follows:

After 10 years	After 15 years	After 20 years	After 25 years
(Base salary) + $1,006	(Base salary) + $1,581	(Base salary) + $2,271	(Base salary) + $3,019

23.2b Longevity increments start at the anniversary date of employment. These payments are non-cumulative. If the anniversary date is before the 15th of the month, employees shall be given credit from the 1st of the month. If the employee's starting date is after the 15th, longevity will commence on the 1st of the following month.

23.3 Payroll compensation for custodial personnel shall be distributed on the 15th day of the calendar month or the immediately preceding working day if the 15th falls on a non-working day and the last day of the calendar month.

23.4 An employee called to perform emergency duties shall be guaranteed a minimum of two (2) hours pay when such services are rendered between the hours of 7:00 a.m. and 11:00 p.m. and shall be guaranteed three (3) hours pay when such services are rendered between the hours of 11:00 p.m. and 7:00 a.m. All said payments to be at the overtime rate.

23.5 When a planned academically related event is scheduled between the hours of 11:00 p.m. and 7:00 a.m. during the school year, the employee called in for that duty will be paid for the duration of that scheduled event not an automatic three hours as per other emergencies.

23.6 When a full-time employee is required to work on a snow day and school is closed, he/she shall be entitled to time and one-half and compensatory time.

If a snow day occurs on a Sunday, a full-time employee who works shall receive time and one-half and compensatory time.

23.7 If a full-time employee works on a holiday, he/she shall receive one (1) day's pay plus time and one-half for hours worked.

23.8 Overtime shall be paid in a separate check on a monthly basis.

23.9 Whenever a full-time unit member is called in for overtime work on a Saturday or a Sunday, such overtime shall be payable in either cash or compensatory time, at the employees option.

23.10 Initial placement on the salary scale for all Custodial and Maintenance Personnel shall be determined by the Administration that may start an employee on Steps1 through 3 based upon prior experience.

23.11 Effective July 1, 1996, any regular part-time employee who has been continuously employed by the District for ten years or more shall receive an additional payment of $1.00 per hour above and beyond their regular salary. This $1.00 payment shall not be included in the base salary. Regular part-time employees, in the event of snow day, shall be compensated at their regular pay rate.

24.0 Personnel Files

24.1 Upon request by the employee, the employee shall be permitted to examine his/her own official employment and personnel file, once annually.

24.2 The school district shall reproduce for the employee, upon his/her request, one (1) copy of pertinent material in his/her file, at the discretion of the Superintendent of Schools, or the Superintendent's designee.

25.0 Tuition Reimbursement

The District will reimburse employees who attend pre-approved skill improvement workshops. Prior approval of Central Administration is required.

25.1 Equipment and Supplies Committee

Administration and the Custodial Unit will develop a committee comprised of Head Custodians to evaluate custodial and maintenance supplies and equipment used in our schools. As this is not a paid assignment, the committee meetings will commence no later than 2:30 p.m., on any given day.

26.0 Association Business

26.1 Permission should be granted for the reasonable use of District facilities for meetings upon written and timely application, in accordance with administrative policy.

26.2 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.

26.3 Custodial employees who are authorized delegates of the Civil Service Employees Association, Custodial Section, shall be allowed a total of five (5) days without loss of pay for the purpose of attending CSEA conferences. The said five (5) days may be allowed to one

(1) person, or additional persons, provided however, that the total number of days off shall not exceed five (5).

27.0 Employee Evaluations

Annual evaluations of unit employees will be performed by supervisory personnel using the appropriate form.

28.0 Dues Deductions

28.1 The Board agrees to deduct from the salaries of its employees dues for the Association and group insurance premiums, including life insurance, as said employees individually and voluntarily authorize the School Board to deduct and to transmit such monies on a monthly basis to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York. Employee authorization shall be in writing and in a manner consistent with Section 93B of the General Municipal Law, Chapter 392 of the Laws of 1967.

28.2 Any employee shall have the right to payroll deduction of his membership dues and insurance premiums as provided for under Chapter 392 of the Laws of 1967. A deduction for Credit Union savings will also be allowed without cost to the District.

28.3 If an employee chooses to revoke his payroll deduction authority, it shall be done in writing and be received by the Superintendent of Schools at least one (1) month prior to the date on which said deduction is to become effective.

28.4 If the employee then changes his or her mind and signs another payroll deduction right, such changes must be presented to the Superintendent of Schools, in writing, at least one (1) month prior to the date on which said change is to become effective.

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

29.0 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 employees, and in order to establish the most harmonious and cooperative relationship between employees, supervisors, administrators, and members of the Board of Education, the Board hereby incorporates in this Agreement the grievance procedures, rules and regulations heretofore established by the Board and contained in its present administrative code. A copy of said grievance procedures is attached hereto and made a part hereof as Schedule "C".

30.0 Mutuality of Obligation

30.1 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.

30.2 The failure of either party to enforce any provisions 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.

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

30.4 The within provisions constitute the entire Agreement between the parties and may not be modified or extended orally, and no provision of any policy, by-laws, or administrative code or any other writing, except as provided herein shall be deemed incorporated herein by reference. Negotiations hereunder shall not be re-opened unless by mutual agreement between the parties.

31.0 Floater (Full-Time)

Floaters shall be entitled to receive the following:

1. Increase hourly wage at the same (%) percentage applied to basic salary schedule in each year of contract.
2. Workweek is defined as 40 hours, except during July and August when it is 37.5 hours.
3. Provide health insurance similar to other full-time eligible employees in the unit.
4. Eight (8) vacation days per annum.
5. Ten (10) sick days per annum (cumulative).
6. Eight (8) paid holidays as follows: Washington's Birthday, Memorial Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Columbus Day.
7. Uniforms provided as full-time custodian.

31.1 Banking/Financial Activity

An annual $2,750 stipend beyond base salary shall be paid to one employee responsible for Banking/Financial activity.

32.0 Duration

The provision of this Contract shall remain in force and effect until June 30, 2029. Salary and longevity benefits shall be effective July 1, 2025.

33.0 Legislative Action

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.

EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFACATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 8th day of October, 2025

Jessica Ricco-Simeone
President, Board of Education
EAST MEADOW UNION FREE SCHOOL DISTRICT

James DellaRocca
Labor Relations Specialist
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
EAST MEADOW UNIT

Michael Badagliacca
President
EAST MEADOW UNIT
CUSTODIAL AND MAINTENANCE SECTION

SCHEDULE A

Health Insurance into Retirement

Contract entered into between the East Meadow School District and _____ this _____ day of _____, 20___.

WHEREAS, the District recognizes the long service of _____.

WHEREAS, after careful consideration _____ has submitted a letter of retirement which has been accepted by the District and has relied upon the provisions of Article 8.1b of the 2025-2029 collective bargaining agreement between the District and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Custodial Unit as to the level and extent of such coverage. _____ certifies that he/she has carefully reviewed all applicable provisions of the contract and has had ample opportunity to consider his/her alternatives, including the opportunity to confer with counsel. _____states that he/she has freely entered into retirement and has not in any way been coerced to retire.

The District recognizes its obligation to contribute eighty-five percent (85%) of the health insurance premiums for family or individual coverage, whichever is applicable for the life of _____. Spousal insurance coverage is applicable consistent with the terms of the employment contract under which the employee has retired.

A copy of the Board resolution approving this Agreement is attached hereto.

_____	_____
Employee Name	Superintendent
_____	_____
Date	Date

Schedule B-1

Custodial 2025/26 School Year

	CLEANER	CLEAN/N	LABORER	GRDSKPR	MTRVEHOP	CUST/DAY	CUST/NGT	MNTN/HLP	MAINTNR	ASTHEADC	HD CUST1	HDCUST2	HDCUST3	SUP/GDKP	SUP/MAIN
1	62,540	64,013	62,540	66,550	66,550	66,550	68,233	66,550	72,357	70,607	73,162	77,985	83,568	82,778	85,417
2	63,513	64,982	63,513	68,113	68,113	68,113	69,801	68,113	74,269	72,173	75,079	79,886	85,477	84,683	87,326
3	64,462	65,939	64,462	69,652	69,652	69,652	71,330	69,652	76,192	73,705	77,007	81,819	87,382	86,589	89,229
4	65,426	66,900	65,426	71,144	71,144	71,144	72,836	71,144	78,139	75,208	78,952	83,731	89,307	88,518	91,155
5	66,382	67,847	66,382	72,714	72,714	72,714	74,398	72,714	80,053	76,771	80,859	85,646	91,230	90,439	93,075
6	68,505	69,979	68,505	75,539	75,539	75,539	77,224	75,539	83,352	79,597	84,190	89,063	94,665	93,873	96,515
7	69,383	70,860	69,383	76,416	76,416	76,416	78,101	76,416	84,230	80,472	85,066	89,942	95,544	94,754	97,390
8	70,302	71,779	70,302	77,337	77,337	77,337	79,020	77,337	85,155	81,395	85,987	90,864	96,464	95,674	98,312
9	71,191	72,671	71,191	78,227	78,227	78,227	79,908	78,227	86,036	82,281	86,873	91,750	97,354	96,559	99,200
10	72,109	73,590	72,109	79,143	79,143	79,143	80,826	79,143	86,955	83,202	87,794	92,667	98,270	97,480	100,118
11	72,831	74,326	72,831	79,934	79,934	79,934	81,634	79,934	87,824	84,035	88,673	93,593	99,253	98,452	101,119
12	73,484	74,980	73,484	80,590	80,590	80,590	82,290	80,590	88,479	84,690	89,327	94,248	99,908	99,107	101,776

% Increase 2%

Permanent Substitutes $22.67

Part Time $18.97

Part time cleaners will received a $.25/hr increment in the 3rd, 5th, 7th, 9th and 11th year of service. Effective 7/1/96, part time cleaners will receive a $1.00 payment after the 10th year of service above and beyond their regular salary. This $1.00 payment shall not be included in the base salary.

Longevity: See Section 23.2 of contract

Stipends: NOT INCULDED IN ABOVE SCHEDULE

1) Grounds Foreman $2,200.
2) Maintenance Foreman $2,200.
3) Banking/Financial $2,750.

Schedule B-2

Custodial 2026/27 School Year

	CLEANER	CLEAN/N	LABORER	GRDSKPR	MTRVEHOP	CUST/DAY	CUST/NGT	MNTN/HLP	MAINTNR	ASTHEADC	HD CUST1	HDCUST2	HDCUST3	SUP/GDKP	SUP/MAIN
1	63,791	65,293	63,791	67,881	67,881	67,881	69,598	67,881	73,804	72,019	74,625	79,545	85,239	84,434	87,125
2	64,783	66,282	64,783	69,475	69,475	69,475	71,197	69,475	75,754	73,616	76,581	81,484	87,187	86,377	89,073
3	65,751	67,258	65,751	71,045	71,045	71,045	72,757	71,045	77,716	75,179	78,547	83,455	89,130	88,321	91,014
4	66,735	68,238	66,735	72,567	72,567	72,567	74,293	72,567	79,702	76,712	80,531	85,406	91,093	90,288	92,978
5	67,710	69,204	67,710	74,168	74,168	74,168	75,886	74,168	81,654	78,306	82,476	87,359	93,055	92,248	94,937
6	69,875	71,379	69,875	77,050	77,050	77,050	78,768	77,050	85,019	81,189	85,874	90,844	96,558	95,750	98,445
7	70,771	72,277	70,771	77,944	77,944	77,944	79,663	77,944	85,915	82,081	86,767	91,741	97,455	96,649	99,338
8	71,708	73,215	71,708	78,884	78,884	78,884	80,600	78,884	86,858	83,023	87,707	92,681	98,393	97,587	100,278
9	72,615	74,124	72,615	79,792	79,792	79,792	81,506	79,792	87,757	83,927	88,610	93,585	99,301	98,490	101,184
10	73,551	75,062	73,551	80,726	80,726	80,726	82,443	80,726	88,694	84,866	89,550	94,520	100,235	99,430	102,120
11	74,288	75,813	74,288	81,533	81,533	81,533	83,267	81,533	89,580	85,716	90,446	95,465	101,238	100,421	103,141
12	74,954	76,480	74,954	82,202	82,202	82,202	83,936	82,202	90,249	86,384	91,114	96,133	101,906	101,089	103,812

%Increase 2%

Permanent Substitutes $23.12

Part Time $19.35

Part time cleaners will received a $.25/hr increment in the 3rd, 5th, 7th, 9th and 11th year of service. Effective 7/1/96, part time cleaners will receive a $1.00 payment after the 10th year of service above and beyond their regular salary. This $1.00 payment shall not be included in the base salary.

Longevity: See Section 23.2 of contract

Stipends: NOT INCULDED IN ABOVE SCHEDULE

1) Grounds Foreman $2,200.

2) Maintenance Foreman $2,200.

3) Banking/Financial $2,750.

Schedule B-3

Custodial 2027/28 School Year

	CLEANER	CLEAN/N	LABORER	GRDSKPR	MTRVEHOP	CUST/DAY	CUST/NGT	MNTN/HLP	MAINTNR	ASTHEADC	HD CUST1	HDCUST2	HDCUST3	SUP/GDKP	SUP/MAIN
1	65,067	66,599	65,067	69,239	69,239	69,239	70,990	69,239	75,280	73,459	76,118	81,136	86,944	86,123	88,868
2	66,079	67,608	66,079	70,865	70,865	70,865	72,621	70,865	77,269	75,088	78,113	83,114	88,931	88,105	90,854
3	67,066	68,603	67,066	72,466	72,466	72,466	74,212	72,466	79,270	76,683	80,118	85,124	90,913	90,087	92,834
4	68,070	69,603	68,070	74,018	74,018	74,018	75,779	74,018	81,296	78,246	82,142	87,114	92,915	92,094	94,838
5	69,064	70,588	69,064	75,651	75,651	75,651	77,404	75,651	83,287	79,872	84,126	89,106	94,916	94,093	96,836
6	71,273	72,807	71,273	78,591	78,591	78,591	80,343	78,591	86,719	82,813	87,591	92,661	98,489	97,665	100,414
7	72,186	73,723	72,186	79,503	79,503	79,503	81,256	79,503	87,633	83,723	88,502	93,576	99,404	98,582	101,325
8	73,142	74,679	73,142	80,462	80,462	80,462	82,212	80,462	88,595	84,683	89,461	94,535	100,361	99,539	102,284
9	74,067	75,606	74,067	81,388	81,388	81,388	83,136	81,388	89,512	85,606	90,382	95,457	101,287	100,460	103,208
10	75,022	76,563	75,022	82,341	82,341	82,341	84,092	82,341	90,468	86,563	91,341	96,410	102,240	101,419	104,162
11	75,774	77,329	75,774	83,164	83,164	83,164	84,932	83,164	91,372	87,430	92,255	97,374	103,263	102,429	105,204
12	76,453	78,010	76,453	83,846	83,846	83,846	85,615	83,846	92,054	88,112	92,936	98,056	103,944	103,111	105,888

%Increase 2%

Permanent Substitutes $23.18

Part Time $19.74

Part time cleaners will received a $.25/hr increment in the 3rd, 5th, 7th, 9th and 11th year of service. Effective 7/1/96, part time cleaners will receive a $1.00 payment after the 10th year of service above and beyond their regular salary. This $1.00 payment shall not be included in the base salary.

Longevity: See Section 23.2 of contract

Stipends: NOT INCUILDED IN ABOVE SCHEDULE

1) Grounds Foreman $2,200.

2) Maintenance Foreman $2,200.

3) Banking/Financial $2,750.

Schedule B-4

Custodial 2028/29 School Year

	CLEANER	CLEAN/N	LABORER	GRDSKPR	MTRVEHOP	CUST/DAY	CUST/NGT	MNTN/HLP	MAINTNR	ASTHEADC	HD CUST1	HDCUST2	HDCUST3	SUP/GDKP	SUP/MAIN
1	66,368	67,931	66,368	70,624	70,624	70,624	72,410	70,624	76,786	74,928	77,640	82,759	88,683	87,845	90,645
2	67,401	68,960	67,401	72,282	72,282	72,282	74,073	72,282	78,814	76,590	79,675	84,776	90,710	89,867	92,671
3	68,407	69,975	68,407	73,915	73,915	73,915	75,696	73,915	80,855	78,217	81,720	86,826	92,731	91,889	94,691
4	69,431	70,995	69,431	75,498	75,498	75,498	77,295	75,498	82,922	79,811	83,785	88,856	94,773	93,936	96,735
5	70,445	72,000	70,445	77,164	77,164	77,164	78,952	77,164	84,953	81,469	85,809	90,888	96,814	95,975	98,773
6	72,698	74,263	72,698	80,163	80,163	80,163	81,950	80,163	88,453	84,469	89,343	94,514	100,459	99,618	102,422
7	73,630	75,197	73,630	81,093	81,093	81,093	82,881	81,093	89,386	85,397	90,272	95,448	101,392	100,554	103,352
8	74,605	76,173	74,605	82,071	82,071	82,071	83,856	82,071	90,367	86,377	91,250	96,426	102,368	101,530	104,330
9	75,548	77,118	75,548	83,016	83,016	83,016	84,799	83,016	91,302	87,318	92,190	97,366	103,313	102,469	105,272
10	76,522	78,094	76,522	83,988	83,988	83,988	85,774	83,988	92,277	88,294	93,168	98,338	104,285	103,447	106,245
11	77,289	78,876	77,289	84,827	84,827	84,827	86,631	84,827	93,199	89,179	94,100	99,321	105,328	104,478	107,308
12	77,982	79,570	77,982	85,523	85,523	85,523	87,327	85,523	93,895	89,874	94,795	100,017	106,023	105,173	108,006

%Increase 2%

Permanent Substitutes $24.05

Part Time $20.13

Part time cleaners will received a $.25/hr increment in the 3rd, 5th, 7th, 9th and 11th year of service. Effective 7/1/96, part time cleaners will receive a $1.00 payment after the 10th year of service above and beyond their regular salary. This $1.00 payment shall not be included in the base salary.

Longevity: See Section 23.2 of contract

Stipends: NOT INCULDED IN ABOVE SCHEDULE

1) Grounds Foreman $2,200.

2) Maintenance Foreman $2,200.

3) Banking/Financial $2,750.

SCHEDULE C

EMPLOYEE GRIEVANCE PROCEDURES FOR THE EAST MEADOW SCHOOL DISTRICT

Both professional and non-professional employees are hereinafter known and referred to as the "Employee."

A grievance may concern any condition tending to endanger or handicap an employee in the proper discharge of his/her duty. Grievance shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the East Meadow Public Schools and the law, rules and regulations of the State of New York and the Commissioner of Education, or any act or condition which has given an individual a sense of wrong or oppression, except that such grievance shall not include any matter involving the following:

(a) questions involving the employee's rate of compensation.

(b) questions about retirement benefits.

(c) questions relating to formal disciplinary proceedings.

(d) "Any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law."

At all stages of the grievance procedure, the employee has the right to be represented by or counseled by an individual of the employee's choice, or legal counsel. The employee shall attempt first to satisfy his/her grievance by an informal conference with the School Building Principal. The employee shall be informed within a period of five days of the determination made regarding his/her grievance.

STEP 1

If a grievance has not been satisfactorily received by informal conference as aforesaid, the employee shall request in writing, a review and determination by the principal. The principal shall make written reply within five days of receipt of such request.

STEP II

In the event the employee desires to appeal from the decision of the principal, the employee shall request in writing a review and determination by the Superintendent of Schools. Such request shall be directed to the Superintendent of Schools with a copy thereof being sent to the Principal of the School. Such request shall contain a statement of the grievance and the facts relating thereto. The Building Principal shall likewise forward to the Superintendent of Schools, with a copy to the employee, his/her own statement and determination, with a copy of all written documents filed.

Upon receipt of a written request from an employee, the Superintendent of Schools shall schedule a hearing to be held not more than five school days from the date of receipt of such request, with not less than two days notice to the employee. Oral and written statements may be offered at such hearing for consideration. Determination of the hearing shall be made promptly, and in any event within five school days from the date of hearing. Written notice shall be given to employee of such determination.

STEP III

The employee shall have the further right to appeal from the decision of the Superintendent of Schools to the Board of Education, providing such employee shall direct a notice of appeal in writing to that effect to the President of the Board of Education within a period of ten school days from the date of the notice of the decision of the Superintendent of Schools. A copy of the Notice of Appeal shall likewise be directed to the Superintendent of Schools who shall thereupon forward to the President of the Board of Education the record of the hearing held by him and likewise send a copy of such record to the employee. The Board of Education shall set a date for a hearing not more than thirty days from the date of receipt of the Notice of Appeal and upon not less than five days notice to the employee of such date of hearing.

The Board of Education shall review the record presented and such additional statements or documents that may be offered by the employee or the Superintendent of Schools. Both the employee and the Superintendent of Schools may be granted the right to appear personally before the Board. The Board shall render its decision promptly, in any event not more than thirty days from the date of the hearing, and notify the employee in writing thereof.

SCHEDULE D

EGTRRA

East Meadow CSEA Custodial Unit

Agreement made and entered this 1st day of April, 2003, by and between the East Meadow Union Free School District (the "District") and the East Meadow CSEA Custodial Unit ("Association).

Whereas the parties are desirous of amending their agreement to enable the parties to utilize the options provided by the revised Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) and;

Whereas this agreement is not a retirement incentive and;

Whereas the agreement is provided in order for unit members to receive payments of unused sick leave and/or other qualifying termination payments earned and accrued under the provisions of the collectively bargained Memorandum of Understanding and;

Whereas advance notice of unit member's retirement dates will be used purely for administrative planning purposes.

Now therefore, the parties agree as follows:

1. Effective April 1, 2003, unit members shall have the payment of their accrued unused sick leave and/or other qualifying termination payments earned directed into 403(b) accounts under the provisions of EGTRRA subject to the conditions set forth below.

2. Eligibility – (a) Unit members who have at least five (5) years continuous employment in the District and have over 50 days sick leave and would be eligible for retirement under the New York State Teachers' Retirement System or the New

York State Employees' Retirement System in one year or (b) Unit members who have at least fifteen (15) years in the District and have over fifty (50) days sick lea and would be eligible for retirement under the New York State Teachers' Retirement System or the New York State Employees' Retirement System in three years.

3. The eligible employee will receive the maximum 403(b) tax deferred benefit from the District provided that an irrevocable letter of retirement is submitted to the District not less than seven months and up to a maximum of three (3) years prior to actual retirement, thereby establishing his or her eligibility for payment of unused sick leave under the collectively bargained Memorandum of Understanding. The minimum notification requirements to the School District will be waived under the following circumstances:

   - Serious illness which precipitates retirement
   - The specific requirements of an East Meadow School District Retirement Plan
   - The specific requirements of a New York State Retirement Incentive initiative under which an East Meadow employee qualifies and is eligible to participate.

4. The Annual payment of accrued sick leave to the 403(b) plan will be calculated each year following the retirement letter by dividing the number of years remaining to retirement by the value of the accrued sick leave less 30 days. The amount paid shall be the maximum 403(b) payments subject to the statutory limitations of EGTRRA and the actual sums due and earned by the employee on annual contributions.

5. The School District retains the unilateral right to immediately withdraw from the 403(b) payment program if the EGTRRA law is changed in a matter which reduces or eliminates the payroll cost savings as provided under the EGTRRA statute, effective January 1, 2002, or if any ruling or interpretation would render the District obligated to pay any costs or sums of any nature beyond the payment of the unused sick leave payable under the collective bargaining agreement.

6. For employees retiring no later than August 31, 2003, minimum notification requirements shall be waived.

7. This Agreement is subject to ratification by the Association and adoption by the Board of Education.

East Meadow CSEA Custodial Unit

By Edward Faicco

Eddie Faicco , President

Dated MAR 26th 2003

East Meadow U.F.S.D.

By

Charles Goldberg, President
Board of Education

Dated 3/27/03

Schedule E

LETTER OF AGREEMENT

East Meadow Board of Education and CSEA Custodial Unit

This Letter of Agreement is hereby adopted by the East Meadow CSEA Custodial Unit and the East Meadow Board of Education and is made part of the employment contract between the CSEA Custodial Unit and the Board of Education for the period July 1, 2025 to June 30, 2029.

The intent of this letter is to agree upon the procedures to be followed in applying the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) to our contract in a fair and consistent manner for all eligible employees.

The following terms and procedures are agreed upon which must be followed in order for the employee to participate in EGTRRA:

1. It is agreed that in the event that the application of EGTRRA is determined by the Internal Revenue Service or other agency or jurisdiction to be improper, the school district and the CSEA Custodial Unit will make every effort to remedy same.

2. In the event that the tax deferred procedures adopted herein result in tax assessments, tax penalties, tax deferred disqualification or other remedy imposed by the Internal Revenue Service or other agency or jurisdiction the school district will not be responsible for such penalty which, in accordance with statute, may be applied to the employee. The employee agrees to assume all tax liability in the event the application of EGTRRA is determined to be defective.

3. The employee will submit the official Letter of Resignation for Retirement as attached. The Board of Education upon accepting such letters will keep the employee's name confidential and subject to statute will not disclose the retirement specifics. The Board agrees to use this information for administrative planning purposes only.

4. All terms previously negotiated between the Board of Education and the CSEA Custodial Unit, as previously agreed to regarding the EGTRRA and included in the agreement dated April 1, 2003, remain in force and are applicable.

5. The specifics included in the Letter of Resignation for Retirement Purposes, as attached, are incorporated into the agreement between the Board of Education and the CSEA Custodial Unit.

6. Payment into an employee's 403(b), tax deferred annuity plan, will be made in December of each year prior to the date of actual retirement. The District will request an Affirmation of Retirement Schedule from the employee in order for the school district to make appropriate tax deferred payments by December 31st.

7. Other than for reasons of health, which precipitates an earlier retirement, the school district shall be given not less than seven months notice of actual separation from the school district for reasons of retirement.

8. Both the CSEA Custodial Unit and the School District agree to review the components and provisions related to EGTRRA in conjunction with the completion of a new collective bargaining agreement.

East Meadow CSEA Custodial Unit

Michael Badagliacca
President of CSEA Custodial Unit

10/7/25
Dated

Board of Education

Jessica Ricco Simeone
President Board of Education

10/8/25
Dated

EGTRRA

Date of Appointment/ Review _____
Name of Employee _____
Date of Retirement _____

I. Total Current Value of Portfolio as of _____ $_____
   A. From sick leave $_____
   B. From other benefits $_____
   C. Total # sick days in portfolio _____
   D. Total # sick days used to value portfolio _____

II. Estimated Value of Portfolio at time of Retirement $_____

III. Total Annual Employee Contributions to 403(b)
   A. Current year ending December 31st $_____
   B. Projected for next year ending Dec. 31st $_____
   C. Projected for subsequent years ending Dec. 31st $_____

IV. Total Value of Portfolio to be considered for Employer EGTRRA Contributions $_____

V. Number of Employer Contribution Opportunities _____

VI. Employer Contribution Plan

	Year 1	2	3	4	5
Sum	$_____	$_____	$_____	$_____	$_____

VII. The Employer Contribution Plan is Subject To an Annual Review Which is Scheduled for _____

_____
Employer
East Meadow UFSD

_____
Employee

_____
Date

_____
Date

LETTER OF RESIGNATION FOR RETIREMENT

Board of Education: Date _____

Kindly accept this irrevocable letter of resignation for the purposes of retirement effective _____. This irrevocable letter of resignation is submitted subject to the following conditions:

1. That the district will tax defer all appropriate career and termination pay into my designated 403(b) program in accordance with the EGTRRA statute and consistent with the stipulation in the current collective bargaining agreement. A meeting is to be scheduled with the Assistant Superintendent for Business and Finance to establish a payout plan based upon the timeline established in this letter of resignation. As part of this planning process, an annual "Affirmation of Retirement Schedule" statement will be requested by the school district, to be completed by the employee, by December 1st.

2. That employer contributions to my 403(b) program will be paid annually in December of each year until the date of retirement, at which time all final payments will be made.

3. That I be included in all improvements related to compensation and benefits that would accrue to me between now and my official retirement consistent with other employees who have not submitted irrevocable letters of resignation for the purposes of retirement and consistent with past practice.

4. That in the event the district participates in a retirement incentive program either sponsored by the State of New York or developed by the school district that I be offered the opportunity to participate in the retirement incentive consistent with the employees who have not submitted an irrevocable letter of resignation for the purposes of retirement.

5. That this irrevocable letter of resignation for purposes of retirement, which provides advance notice of retirement dates, will be used purely for administrative planning purposes.

Sincerely,

AFFIRMATION OF RETIREMENT SCHEDULE

WHEREAS _____ has submitted an irrevocable letter of resignation for retirement purposes dated _____ and effective _____ ; and

WHEREAS the Board of Education on _____ officially accepted the letter of resignation for retirement purposes therefore;

In satisfaction of the district's requirement to affirm on December 1st of each year that my retirement plan is either unchanged or advanced,

___ I hereby affirm that my retirement schedule remains consistent with my letter of resignation

(or)

___ I hereby submit notice that my retirement schedule is advanced and I plan to retire on _____, which satisfies the administrative requirement of seven months prior notice of actual retirement.

_____
Print Name

Sworn to before me this
_____ day of _____.

_____
Notary

_____
Employee Signature

CSEA
NEW YORK

LOCAL 1000, AFSCME, AFL-CIO
MARY E. SULLIVAN, PRESIDENT