



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Locust Valley Central School District (Custodial Contract) and Civil Service Employees Association, Inc. (CSEA), Local 1000, AFSCME, AFL-CIO (2002)**

Employer Name: **Locust Valley Central School District (Custodial Contract)**

Union: **Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **07/01/02**

Expiration Date: **06/30/06**

Number of Pages: **27**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

~~54~~ CUS
5495

AGREEMENT
BETWEEN
LOCUST VALLEY CENTRAL SCHOOL DISTRICT
AND THE
CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
7/1/2002 - 6/30/2006

RECEIVED

FEB 07 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

44

TABLE OF CONTENTS

	PAGE
Introduction	3
Article I	4
Article II	5
Article III	6
Article IV	8
Article V	10
Article VI	11
Article VII	13
Article VIII	16
Article IX	17
Article X	19
Appendix A	21
Appendix B	22
Appendix C	23
	24
	25
	26
	27

CUSTODIAL CONTRACT

7/1/2002 - 6/30/2006

AGREEMENT between Locust Valley Central School District, Town of Oyster Bay, Nassau County, New York, herein after referred to as the "District" having its principal office at the Administration Building, Horse Hollow Road, Locust Valley, New York, and the

CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as "CSEA" or "ASSOCIATION" having its principal office at 143 Washington Avenue, Albany, New York.

WITNESSETH:

WHEREAS, the parties hereto have duly negotiated the terms and conditions of employment of the hereinafter described public employees within the Locust Valley Central School District, for the period 7/1/02 through 6/30/06, and desire to duly incorporate the said terms and conditions in a formal agreement, all in accordance with law, and

NOW THEREFORE, the parties hereto, in consideration of the promises and the terms, covenants and conditions herein contained, do hereby **AGREE** as follows:

ARTICLE I
PRE-CONDITIONARY PROCEDURE
AND
RECOGNITIONS - REPRESENTATIONS

1. I, the **SUPERINTENDENT** of Schools, Locust Valley Central School District, Town of Oyster Bay, Nassau County, New York, as the chief executive office of said District under the government of the **BOARD OF EDUCATION**, pursuant to Section 201 of the Civil Service Law, paragraph 13, shall execute this Agreement on its behalf as the public employer, **SUBJECT** to its legislative approval by the **BOARD** thereafter as required.
 - a. This recognition and the acceptance thereof by the **ASSOCIATION**, are with the acknowledged intention of the parties hereto to fulfill the purposes prescribed in said Section 204: and
 - b. The extension to the **ASSOCIATION** of all rights prescribed in Section 208 to unchallenged representation, of the described public employees for the duration of the agreement or as may otherwise be provided by law.
2. The **ASSOCIATION** agrees, individually and on behalf of its members, to comply with the terms, conditions and provisions of Section 210 of the Civil Service Law, as part of the Public Employees Fair Employment Act, as such Section prohibits strikes by public employees.
3. Pursuant to the provisions of Section 204-a of the aforescribed Civil Service Law:

"It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit implementation by amendment of Law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval".
4. All references to "he" and "him" in this agreement are for convenience only.

ARTICLE II

DUES DEDUCTIONS

1. **Dues Deductions.** The District agrees to deduct from the salaries of its employees who have submitted written authorizations for such deductions, Civil Service Employees' Association, Inc. dues and to transmit monthly the total amount deducted to the Treasurer of the Civil Service Employees' Association, Inc., Albany, New York.
 - a. Deductions shall be made uniformly and consistently every pay period during the course of one year. In the event of ten-month employees, an entire twelve months dues shall be deducted over the ten months that such employee works.
 - b. Dues deductions shall commence on the pay period following the date on which authorization is received by the District from the Treasurer of the Civil Service Employees Association, in. Albany, N.Y., provided that the District shall have not less than thirty (30) days notice to begin such deductions. Such deductions shall remain in effect until the employee notifies the Civil Service Employees Assn. in writing to discontinue withdrawing dues deductions. Once having withdrawn such authorization, an employee may not reinstate dues deductions in the current fiscal year. Dues will cease being deducted on the first full pay period after receipt of written notice to stop deductions, provided that the District shall have not less than thirty (30) days to terminate deductions.
 - c. The District assumes no responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Civil Service Employees' Association, Inc., nor shall the District be liable to the Association or to any employee for inadvertent error in failing to deduct dues, or failing to discontinue deductions herein provided.
 - d. The full responsibility for dues deducted and transmitted to the Civil Service Employees' Association, Inc. Treasurer shall be the sole responsibility of said Association and the District shall be saved and held harmless by the Civil Service Employees Association, Inc., for any claims whatsoever resulting from such deductions and payment to the Civil Service Employees' Association, Inc., Treasurer.
 - e. The District shall not be required to undertake deductions, which require payment to anyone other than the Civil Service Employees, Association, Inc. Treasurer. Furthermore, the District may not be required to make separate payments for separate deductions for any one employee in the event that deductions include more than regular dues deductions.

ARTICLE III

WORKING CONDITIONS

1. **Seniority As it Relates to Transfers Within a Civil Service Title.** "All things being equal" seniority shall be the determining factor for transfers within a Civil Service title. The authority to transfer shall include transfers between District buildings. Seniority shall be based upon the date of permanent status. The employer's judgment is to be final. In cases of permanent transfer one week's written notice shall be required.
 - 1a. **Layoffs.** Seniority by Civil Service title will rule in the event of layoffs, subject to Civil Service regulations and existing laws. Seniority shall be based upon the date of permanent status. The employer's judgment is to be final.
2. **Promotions.** All openings for promotional positions and for positions paying higher salary differentials, shall be adequately publicized in every school building on bulletin boards and all qualified personnel shall be given adequate opportunity to make application for such positions.
3. No person shall work above title in excess of a consecutive period of 15 days unless properly compensated in wages, excluding vacation time. The higher rate of compensation will commence on the 16th work day after assuming above title work.
4. **New Titles.** When new titles are created, salaries for these positions must be negotiated with the CSEA representative, to be effective in the next fiscal year. Personnel receiving promotions into the new position will be placed on the step of the salary schedule for the class to which the employee is promoted which provides a salary rate increase at least as great as one increment on the schedule for the class from which the employee is being promoted. The foregoing sentence shall not be construed to prohibit the Board from adjusting a promotional step upward where, in the opinion of the Board such action is justified.
5. **Placement on Schedule - New Employees**
 - a. Placement on the schedule at the time of employment will be based upon the Administration's evaluation of previous experience as it relates to the requirements for the above positions. If an employee is hired prior to January 1 of a particular school year, he will, upon acceptable evaluation, move to the next higher step the following July 1. If an employee is hired after January 1, the increase in step will not take place until the next July 1 (18 months later).

Placement on Schedule - Promotions

- b. At the time of promotion of an employee from one class to a higher class, the employee will be placed on the step of the schedule for the class to which the employee is promoted which provides a salary increase on the step of the new class equal to no less than a 5% increase from the class which the employee is being promoted. Employees whose promotion moves more than one Class shall receive salary placement on the new range of no less than 7.5%.
6. **Hours.** Regular working hours for the custodial staff shall be 40 hours per week exclusive of lunch. It is agreed that all custodians shall have one half (1/2) hour for lunch. Lunch schedules will be mutually agreed upon by the District and the Association.
7. **Overtime.** Overtime beyond the 40 hours shall be paid at the rate of 1-1/2 times the hourly rate of base pay. Overtime due to emergency or special duty shall be paid at the prevailing overtime rate with a guaranteed minimum of two hours of pay. The administration shall strive, within reasonable limitations, to distribute the overtime equitably among the members of the unit. Overtime, by building, will be posted in advance whenever possible. Records of overtime service shall be available to any member of the unit upon request through the Head Custodian or from the Director of Facilities and Operations should a person not report directly to a Head Custodian.
8. **Holiday Work.** All custodians who are assigned to morning and afternoon duty on a holiday will be paid 8 hours at time and one half if they work a full day. If they do not work a full day, they will be paid for the hours worked at time and one half.
9. **Retirement.** The Board of Education agrees to provide retirement plan 75-1 (for Tier 1 and Tier 2 members) and 41(j), subject to State regulations. Retirement shall be in accordance with Education Law and in conformity with the rules and regulations of the New York State Employees' Retirement System and of the Board of Education.
10. **Shift Work.**
 - a. Custodians who are assigned to evening work will receive an additional three percent (3%) of base annual salary per year. Evening work is defined as employees who begin work at 12 Noon or later.
 - b. Night work is defined as employees who begin work at 10:30 P.M. or later. Custodians who are assigned to night work will receive an additional four percent (4%) of base annual salary per year.

11. **Non-Scheduled School Closings.** In the event that schools are closed due to inclement weather or any other unscheduled event, and unit employees are required to report to work and do report to work, such employees shall be paid at the time plus one-half rate for their scheduled work shift, for up to a maximum of one occasion per school year. Effective 7/1/04 the maximum number of occasions is increased to two. Only the first two such unscheduled school closings of a school year shall qualify for this provision.

ARTICLE IV

VACATIONS - HOLIDAYS

1. Vacations will be granted according to years of service as follows:

1 through 4 years	2 weeks
5 through 10 years	3 weeks
11 years or more	4 weeks

This provision means that during year 1 of employment, a unit member *earns* 10 days of vacation. Vacation days earned in year 1 can be *utilized* in year 2. Similarly, the 10 days earned in year 2 of employment can be utilized in year 3. Thus a unit member who has completed his fourth year has 10 available vacation days for use during his fifth year of employment. During year 5 of employment, the unit member earns 15 days, which he can *utilize* following completion of his fifth year, i.e., in year 6. A unit member in his eleventh year of employment *earns* 20 days, which he can *utilize* following completion of the eleventh year, i.e., in year 12.

Employees who enter the system after July 1st will be given one day for each month of employment, not exceeding 10 days. Vacations shall be determined on the basis of the fiscal year in which the custodians were employed.

For example, persons first employed prior to January 1 of the fiscal year will be credited with one year of service towards an increase in vacation and persons first employed as of January 1 or later of the fiscal year will not be credited with a year of service towards an increase in vacation.

Both the Union and the District realize the need for adequate staffing for each facility and in the maintenance/grounds area. The determination of vacation dates for each unit member will be in consultation with the Head Custodian and if necessary, the Director of Facilities and Operations. The District will make every effort to approve requested vacation dates. The final authority in approving such dates rests with the District.

It is agreed by the parties hereto that the District shall be entitled to reassign unit personnel as may be required to provide for District needs during periods when employees are on vacation.

2. **Holidays.** The custodial staff will observe the following holidays:

Independence Day	Christmas Eve
Labor Day	Christmas Day
Columbus Day	New Years Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Lincoln's Birthday
Day after Thanksgiving	Good Friday
New Year's Eve Day	Memorial Day

Plus one additional day, as mutually agreed

If any holiday falls on a day when school is in session, or one of the days listed below falls on a Saturday or Sunday, the staff will be given another day off, which is mutually agreed upon:

Independence Day	Christmas Day
Columbus Day	New Year's Day
Veterans Day	Lincoln's Birthday
Christmas Eve	Memorial Day
New Year's Eve Day	

ARTICLE V

SICK LEAVE - PERSONAL LEAVE

1. **Sick Leave**

a. For full time employees, sick leave will be twelve days per year cumulative to:

- Year ending 6/30/2003 – 212 Days
- Year ending 6/30/2004 – 224 Days
- Year ending 6/30/2005 – 236 Days
- Year ending 6/30/2006 – 248 Days

Sick leave for employees less than full time will, like vacations, be proportionate.

The administration may request a doctor's note for any absence, which, in its judgement, may be questionable.

For all absences due to death of mother, father, child, spouse, brother and sister of a unit member, five days leave, without loss of pay shall be allowed annually for each death. Three days leave, without loss of pay, shall be allowed annually for a grandparent, father-in-law and mother-in-law for each death.

For all absence due to illness of a mother, father, child, spouse, brother, and sister of a unit members leave shall be allowed as follows:

School year 1997-98	Four days
School year 1998-99	Three days
School year 1999-2000	Two days
School year 2000-2001	One day

The total paid leave for the illness or death of a family member shall not exceed the number of days allowed under the paragraphs in this section. Individuals shall not be precluded from using their accumulated vacation, sick or personal days for additional leave under this paragraph.

- b. **Workers' Compensation.** If an employee has a job related illness or injury he/she shall be entitled to one week of full salary without any change in the employee's accumulated sick leave. Thereafter sick leave will be charged for the duration of the absence or until fully expended in which case full Workers' Compensation benefits will be paid for the duration of the disability. Employees shall re-earn charged sick leave time as determined by the Workers' Compensation Board. (See APPENDIX C)
- c. A unit member will be allowed to transfer up to five days of his/her accumulated sick bank to another unit member who has run out of sick days due to illness.

2. Personal Leave

- a. Each employee, except those in their first year of employment with the District, upon prior request to the Superintendent or Assistant Superintendent for Business, shall be granted up to three paid personal business days. Prior request will be waived in case of emergency.
- b. **Personal leave before a holiday.** Paid personal business days provided for in this agreement may not be taken either the day before or the day after vacation periods and/or holidays without the prior, written approval of the Superintendent of Schools or his designee. Where an emergency necessitates the taking of a personal day, either the day before or the day

after a vacation period or holiday, approval may be given after the day is taken.

Personal days not used will be added to accumulated sick time.

ARTICLE VI

INSURANCE

1. **Health Insurance.** The District will continue the present New York State Health Insurance program and its options, or a plan that is substantially equivalent, for the duration of this contract, provided such program remains available.

The employee premiums per month will be as follows:

Individual	9% of individual premium cost
Family	8% of family premium cost

For employees hired on or after 7/1/97

Individual	10% of individual premium cost
Family	10% of family premium cost

Effective 7/1/03 all unit members:

Individual	11% of individual premium cost
Family	10% of family premium cost

Effective 7/1/04 all unit members:

Individual	12% of individual premium cost
Family	10% of family premium cost

Prior to the implementation of a new health insurance program, the new program will be submitted to an independent arbiter from the American Arbitration Association who will determine whether or not the plan is substantially equivalent. Only if the plan is deemed to be substantially equivalent to the plan being replaced, will the District be permitted to enroll the unit in the new plan. Benefits provided under the new plan will always remain comparable to those being offered under the New York State Health Insurance Program.

Employees who select an available health insurance plan whose cost is higher

than the Empire Plan offered by the District will pay the additional cost of that alternate health insurance plan.

2. **Life Insurance.** Life insurance will be provided by the District in the amount of \$2,000 of group term life insurance for employees during their first year of employment, \$5,000 per employee during their second year of employment and \$20,000 per employee during their third and succeeding years of employment. This provision will be implemented with all changes in the amount of the term life insurance coverage to be effective on July 1 of the appropriate year and the employee's service will be rounded to the nearest whole year based on less than or more than a half year's service.
3. **Dental Insurance.** The District shall contribute the sums noted below, per month, for individual dental plans afforded the custodial unit for the term of this Agreement. It is understood that the contribution shall only be made for personnel eligible and participating and there shall be no obligation on the part of the District to reimburse unit members in the event of any non-participation.

Effective July 1, 2001	\$35.00
Effective July 1, 2004	\$40.00
Effective July, 1 2005	\$43.00

The employees may elect to have their families covered by the plan, but any additional cost for such an option will be paid for by the employee.

The District reserves the right to contract for a separate unit contributory plan within which the District's contribution per individual shall remain as above stated and participating employees shall pay any additional premium. It is understood that it shall be the responsibility of the unit to obtain the requisite participation to continue the present contributory plan. If any contributory plan cannot be successfully contracted for, for any reason, the parties hereto agree that the amounts noted above, payable by the District during the period July 1, 2002 - June 30, 2006 shall be treated as Article VII, 9, Conformity With Law.

The District will agree to an alternate dental plan proposed by the unit provided that:

- a- the District suffers no ill effects from such a selection.
- b- the District's contribution of amounts noted above per month per individual remains unchanged.

4. **Disability Insurance.** If a Disability Plan is selected by the employees of the Custodial group, and if the total cost is to be paid for by the employees, the District will provide the payroll deduction services for such plan.

5. **Tax Sheltered Annuity.** Unit members shall be allowed to participate in the District's tax sheltered annuity program (IRS Section 403B) as long as such a program is available to other employee groups in the District.
6. **Cafeteria Plan.** Unit members shall be allowed to participate in a District "cafeteria plan" (IRS Section 125), should such a program be established by the District.
7. **Section 457 Plan.** Unit members shall be allowed to participate in a District approved IRC Section 457 "deferred compensation plan" as long as such a plan remains approved by the Board of Education.

ARTICLE VII

MISCELLANEOUS

1. **Uniforms** shall be provided to employees of the bargaining group. All employees of the Bargaining Unit will receive 2 pairs of pants, 3 shirts, and 3 tee-shirts yearly, and 1 winter jacket every 3 years. Maintenance and Grounds employees will receive an additional pair of pants and a pair of safety shoes yearly, and a heavy parka every 3 years.

Effective September 1, 1992, uniforms shall be provided to employees of the bargaining unit on the basis of wear rather than allotment. From September 1st to October 1st and again from May 1st to June 1st, employees will turn in worn or damaged uniform garments for exchange. Items will be replaced on a one for one basis. All garments submitted for exchange must be tagged with the name of the individual requesting an exchange. A new employee of the unit, upon successful completion of his/her probationary period, shall receive 2 pairs of pants, 3 shirts and 5 tee shirts. Maintenance and Grounds employees will receive a pair of work shoes yearly (not to exceed \$125.00) and a heavy parka. In lieu of a heavy parka, a heavy-duty hooded thermal lined front zippered sweatshirt may be substituted. Custodial employees will receive a pair of work shoes yearly (not to exceed \$125). Effective July 1, 2004 all unit members shall receive a pair of work shoes not to exceed \$150.00. Unit members will receive 2 pair of shorts (for summer use). Any other specialized clothing distributed to unit members (i.e. rain gear, boots, etc.) will be replaced in the same manner. All garments shall be submitted to the Director of Facilities or his representative.

Uniforms shall be worn at all times during the work period.

2. **Conference Attendance.** A maximum of four days for not more than two employees shall be granted for attendance at CSEA conferences, workshops and conventions. It is understood that any time taken under this provision is chargeable against and subject to the employee's personal leave or vacation entitlement. The District shall not bear any cost whatsoever for attendance at the aforesaid events beyond payment of regular salary, whenever personal leave days are available. Such leaves must be approved by the Superintendent of Schools following notification of not less than ten days prior to the date of leave.
3. **School Closing Due to Labor Disputes.** In the event of any labor disputes or disruption involving any other unit, it is agreed by the parties hereto that members of this unit shall not be prevented from attending to their regular duties at their established rate of remuneration. It is further agreed that members of this unit shall not fail or refuse to attend to their regular duties by reason of any labor dispute or disruption involving any other unit.
4. **No Strike Representation.** The Association agrees not to strike for the duration of this Agreement or to engage in any form of slowdown or work stoppage. The Association also agrees not to participate or encourage any form of economic sanction against the District.
5. **In-service Training Courses.** When a member of the unit is required by the District to attend an in-service training course or program, the cost of the program will be paid by the School District. When such training courses are attended during the employee's regular working hours, the District will pay for that time. When the in-service training courses are attended outside of the employee's regular working hours, the District will not pay for the time involved.
6. **Personnel Files.** Upon request of the employee, he shall be permitted to examine his official employment and personnel file, with the exception of original letters of recommendation and other confidential communications. No material derogatory to an employee's conduct, service, character or personality shall be placed in the Business Office file or the Principal's file unless the employee has had an opportunity to read the material. The employee shall acknowledge he has read such material by affixing his signature on the actual copy to be filed with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
7. **A fifteen (15) minute coffee break** will be permitted each day to a unit member at a time to be determined by the District. However, a unit member shall have the right to this break at a time other than before the beginning of the workday.

8. **Evaluations.** Any evaluation rating must be in writing to the employee by his or her supervisor.
9. **Conformity with Law.** In the event any provision of this contract is deemed to be contrary to law, then such unlawful provision shall be deemed stricken and inoperative without affecting the balance of the Agreement. If the provision deemed illegal involves an item of monetary value to the unit employees, the District and the unit representative shall negotiate a comparable benefit. If the parties do not agree on a comparable benefit within thirty days, the District shall, at any time thereafter, be entitled to redeem the lost benefit with money to the extent of the benefit loss. The District's right to redeem shall not result in an acceleration of the rate of payment which the District would have made if the original contract monetary value benefit had not been affected. It is further understood that salaries and benefit increases provided for herein shall be subject to governmental rules, regulations, orders and other applicable law.
10. **Legal Agreement.** In the event any provision of this Agreement shall be declared to be contrary to law or in violation thereof, such declaration shall be deemed by the parties as affecting said provision only, unless otherwise specifically provided in and by said declaration and all other provisions shall continue thereafter in full force of the fact **EXCEPT AND UNLESS** the provisions so declared shall be deemed to be such an integral part of this Agreement as to violate the entire Agreement.

In addition, the Association shall not prompt or induce any employee of the District to engage directly or indirectly in any strike, slowdown, work stoppage, or other form of economic sanction.

11. **Legal Counsel.** The Board agrees to provide legal counsel as may be required by law. See present Sections 3023 and 3028 of the Educational Law. Employees' protection is contingent upon their compliance with the provisions of said law. These legal protections do not create obligations upon the District other than those required by law.
12. **Safety.** It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Hazardous situations shall be reported in writing to the immediate supervisor, who will, in turn, report this condition to the Director of Facilities and Operations with a copy to be sent to the Building Principal. No employee may be ordered to drive any vehicle which is in any way not safe for operation.
13. **Scope of Agreement**
 - a. This agreement is acknowledged by the parties to constitute the full and complete understanding between them. The parties agree that all

negotiable items have been considered, whether or not referred to herein, and that during the term of this Agreement, neither party shall be required to negotiate on any matter not included herein.

- b. The terms and conditions of employment, compensation and benefits herein relate solely to full time employees within the negotiations unit.

ARTICLE VIII

SALARIES

1. **Placement of Schedule.** Each employee, whose service has been evaluated as satisfactory or better, shall advance annually to the next higher step in the class on the salary schedule. Increases in salary (increments, salary schedules, differentials, etc.) may be withheld for less than satisfactory service.

Prior to the withholding of increases in salary, the District will inform the employee and a representative of the Association of the possible impending action. If the employee requests, the District will meet with the employee, and at the employee's option with his or her representative(s), to explain its rationale for the action, and to listen to input from the employee and his/her representatives. The District will, however, have the final decision on whether or not to withhold the employee's increases in salary.

The District may restore the withheld increases in salary at any time the District acknowledges that the employee has shown an adequate level of improvement in on-the-job performance.

2. **Salary Schedule.** The salary schedule for each year of the contract shall be as in Appendix B. See Appendix A for definition of Classes on the Schedule.

Effective 7/1/2002, the salary schedule shall increase by 3.3%
Effective 7/1/2003, the salary schedule shall increase by 3.4%
Effective 7/1/2004, the salary schedule shall increase by 3.5%
Effective 7/1/2005, the salary schedule shall increase by 3.5%

3. **Retirement Incentive.** A retirement incentive shall be offered to members of the bargaining unit subject to the following:
 - a. **Conditions** The retirement incentive shall apply only to those resignations for the purpose of retirement filed with the District during the period December 1, 2003 to March 31, 2004, provided the resignations meet all eligibility criteria set forth below. All resignations must be effective no later than June 30, 2004.

b. Eligibility

1. Age 55 or greater by June 30, 2004
2. Ten (10) years of credited service with the NYSERS
3. Ten (10) years of credited full time service in Locust Valley CSD

- c. **Incentive Amounts** The incentive amount will be \$750 per year of service subject to a maximum payment of \$15,000 for twenty (20) or more years of full time service. Payment will be made to the individual by July 15, 2004.

ARTICLE VIII

GRIEVANCES

1. **Grievances.** Employees who are designated or elected for the purpose of adjusting or assisting the administration of the signed contract, will be permitted a reasonable amount of time from their regular duties to fulfill these obligations which have as their primary purpose the maintenance of a harmonious and cooperative relationship between the employer and the employee.
2. **Grievance Defined.** A grievance shall be defined as a complaint by one or more employees of the unit, of a violation, misapplication or misinterpretation of this Agreement. However, it is expressly understood and agreed that a dismissal or the withholding of increases in salary shall not constitute a grievance or the basis thereof.
3. **Procedure**
 - a. Any employee aggrieved hereunder may, within 30 days of the occurrence of the grievance present his grievance orally to the immediate supervisor. A reply shall be given by the immediate supervisor indicating what action, if any, will be taken with respect to the grievance. Such oral reply shall be given within five (5) working days of the date of presentation of the grievance.
 - b. If the employee is dissatisfied with the action taken by the immediate supervisor with respect to his grievance, such employee shall submit his grievance in writing to the Director of Facilities and Operations with ten (10) days of the date that the immediate supervisor's oral reply was given. The Director of Facilities and Operations shall thereupon submit his reply in writing within ten (10) days of the date of submission of the written grievance to him.

- c. If the employee is still dissatisfied with the action taken by the Director of School Facilities with respect to his grievance, said employee shall submit his grievance in writing to the Assistant Superintendent for Business within ten (10) days of the date that the Director of Facilities and Operations written reply was given. The Assistant Superintendent for Business shall submit his reply in writing within ten (10) days of the date of submission of the written grievance to him.
- d. If the employee is dissatisfied with the action taken by the Assistant Superintendent for Business he shall have the right to appear before the Superintendent of Schools if he so requests, and to be represented by the Civil Service Employees' Association, if he so requests, within ten (10) days of the determination of the Assistant Superintendent for Business. After considering the employee's grievance, and contention made in support thereof, and affording the Assistant Superintendent an opportunity to submit his views both orally and in writing, the Superintendent of Schools shall take such action as he deems proper and just and advise the employee and the Assistant Superintendent for Business in writing of the action taken within ten (10) days of the date of appeal to the Superintendent of Schools.
- e. If an employee is still not satisfied with the decision, the full complaint may be appealed to the Board of Education for review and final ruling.

All documents previously submitted at any stage of the grievance procedure shall be presented to the Board of Education. The grieving employee and the Administrator who has previously ruled on the grievance before the appeal to the Board of Education, or any Administrator affected by the issue of the grievance, shall be entitled, to appear and be heard before the Board at a time that is mutually convenient to the parties. Such review shall be held as promptly as possible, on days coinciding with the forthcoming General or Special Meetings of the Board of Education: but in no event shall review take place later than thirty (30) days following the date of the request for such Board meeting. The Board of Education shall give grievant at least ten (10) days prior notice of review date. Upon request, the grieving employee is entitled to be represented by the Civil Service Employees' Association.

- f. The Board of Education shall decide the grievance within thirty

(30) days of the filing of the grievance with the Board provided however, that if the Board requires additional time, the limit will be extended fifteen (15) days upon notice to the Association and the grievant. Any extension beyond forty-five (45) days will be only by mutual consent of the Board and the Employee and/or his/her representative. It is understood however, that the grievance shall be determined as expeditiously as possible.

ARTICLE X

DURATION

This agreement shall be effective and retroactive to July 1, 2002 through June 30, 2006.

For the Custodial Unit:

For the District:

Signature *K A S*

Signature *Anthony Senje*

Title PRESIDENT UNIT 7226

Title Superintendent of Schools

Date 9/11/03

Date September 12, 2003

Signature *Robert B...*

Title *RS*

Date 9/11/03

APPENDIX A

SALARY SCHEDULES

JOB TITLES BY CLASS

CLASS II	CLEANER AUTOMOTIVE SERVICER
CLASS III	CUSTODIAN GROUNDSPERSON
CLASS IV	MAINTENANCE MECHANIC
CLASS V	ASST.HEAD CUSTODIAN
CLASS VI	HEAD CUSTODIAN I (NIGHT) - HIGH SCHOOL HEAD CUSTODIAN I - ELEMENTARY COMPLEX CUSTODIALSTOCK ASST.
CLASS VII	HEAD CUSTODIAN II - HIGH SCHOOL

APPENDIX B

DIFFERENTIALS

Evenings.....	three percent (3%) of annual base salary
Night.....	four percent (4%) of annual base salary
Lead Automotive Mechanic..... (with CDL license and bus driver training)	\$500
Auto Serviceman..... (with CDL license and bus driver training)	\$250

APPENDIX C

Workers' Compensation Example – Article 1 (b)

Note: All references to "he" are for convenience purposes only.

Example: A person injured on the job on October 1st. He returns to work on December 20 of the same year.

He is out 50 days (10 weeks) from work because of the injury. For the first 10 days he is paid full salary without any reduction in his sick leave bank. Assuming he has days left in his sick bank, for the next 40 days he receives full pay, with days being used from his accumulated sick bank. When a determination is received from the Workers' Compensation Board on the official disposition of the injury, the District will be reimbursed (either from insurance or from the District's Workers' Compensation Reserve Fund) an amount as determined by the Workers' Compensation law. If in the 40 days a person was paid \$4,000 in salary and then the district is reimbursed \$2,800 for those 40 days, that means that 70% (2,800 – 4,000) of the salary was reimbursed. At that time 70% of the 40 days (28 days) will be restored to the person's sick bank.

If the person does not have any sick days remaining he will be paid the current Workers' Compensation rate, as determined by law, for those days absent.

**Custodial Salary Schedule
2002-2003**

	Multiply 2001-02 by: 1.033					
	Class II	Class III	Class IV	Class V	Class VI	Class VII
1	\$34,402	\$36,609	\$39,308	\$40,781	\$43,481	\$47,160
2	\$35,016	\$37,589	\$40,289	\$41,762	\$44,460	\$48,142
3	\$35,626	\$38,572	\$41,272	\$42,743	\$45,444	\$49,123
4	\$36,240	\$39,554	\$42,253	\$43,726	\$46,423	\$50,104
5	\$36,854	\$40,536	\$43,236	\$44,705	\$47,405	\$51,087
6	\$37,468	\$41,517	\$44,216	\$45,688	\$48,388	\$52,068
7	\$38,082	\$42,498	\$45,197	\$46,670	\$49,368	\$53,050
8	\$38,695	\$43,481	\$46,178	\$47,650	\$50,351	\$54,031
9	\$39,308	\$44,460	\$47,160	\$48,633	\$51,332	\$55,011
10	\$39,922	\$45,444	\$48,142	\$49,613	\$52,313	\$55,995
11	\$40,536	\$46,423	\$49,123	\$50,596	\$53,295	\$56,974
12	\$40,815	\$46,702	\$49,402	\$50,875	\$53,574	\$57,253
13	\$41,094	\$46,981	\$49,681	\$51,154	\$53,852	\$57,532
14	\$41,373	\$47,260	\$49,960	\$51,433	\$54,131	\$57,811
15	\$41,652	\$47,539	\$50,239	\$51,712	\$54,410	\$58,090
16	\$41,931	\$47,818	\$50,518	\$51,991	\$54,689	\$58,369
17	\$42,210	\$48,097	\$50,796	\$52,269	\$54,968	\$58,648
18	\$42,488	\$48,376	\$51,075	\$52,548	\$55,247	\$58,926
19	\$42,767	\$48,654	\$51,354	\$52,827	\$55,526	\$59,205
20	\$43,046	\$48,933	\$51,633	\$53,106	\$55,805	\$59,484

**Custodial Salary Schedule
2003-2004**

Multiply 2002-03 by:	1.034					
	Class II	Class III	Class IV	Class V	Class VI	Class VII
1	\$35,571	\$37,854	\$40,644	\$42,168	\$44,959	\$48,764
2	\$36,206	\$38,867	\$41,659	\$43,182	\$45,972	\$49,779
3	\$36,837	\$39,884	\$42,675	\$44,196	\$46,989	\$50,793
4	\$37,472	\$40,899	\$43,689	\$45,212	\$48,002	\$51,807
5	\$38,107	\$41,914	\$44,706	\$46,225	\$49,017	\$52,824
6	\$38,742	\$42,928	\$45,719	\$47,242	\$50,034	\$53,838
7	\$39,377	\$43,943	\$46,734	\$48,257	\$51,046	\$54,853
8	\$40,011	\$44,959	\$47,748	\$49,270	\$52,063	\$55,868
9	\$40,644	\$45,972	\$48,764	\$50,287	\$53,077	\$56,882
10	\$41,279	\$46,989	\$49,779	\$51,300	\$54,091	\$57,898
11	\$41,914	\$48,002	\$50,793	\$52,316	\$55,107	\$58,911
12	\$42,203	\$48,290	\$51,082	\$52,605	\$55,395	\$59,200
13	\$42,491	\$48,578	\$51,370	\$52,893	\$55,683	\$59,488
14	\$42,779	\$48,867	\$51,658	\$53,181	\$55,972	\$59,776
15	\$43,068	\$49,155	\$51,947	\$53,470	\$56,260	\$60,065
16	\$43,356	\$49,444	\$52,235	\$53,758	\$56,549	\$60,353
17	\$43,645	\$49,732	\$52,524	\$54,047	\$56,837	\$60,642
18	\$43,933	\$50,020	\$52,812	\$54,335	\$57,125	\$60,930
19	\$44,221	\$50,309	\$53,100	\$54,623	\$57,414	\$61,218
20	\$44,510	\$50,597	\$53,389	\$54,912	\$57,702	\$61,507

**Custodial Salary Schedule
2004-2005**

Multiply 2003-04 by:	1.035					
	Class II	Class III	Class IV	Class V	Class VI	Class VII
1	\$36,816	\$39,179	\$42,067	\$43,643	\$46,533	\$50,470
2	\$37,473	\$40,227	\$43,117	\$44,693	\$47,581	\$51,521
3	\$38,127	\$41,279	\$44,169	\$45,743	\$48,633	\$52,571
4	\$38,784	\$42,330	\$45,218	\$46,795	\$49,682	\$53,621
5	\$39,441	\$43,381	\$46,271	\$47,843	\$50,733	\$54,673
6	\$40,098	\$44,431	\$47,319	\$48,895	\$51,785	\$55,722
7	\$40,755	\$45,481	\$48,370	\$49,946	\$52,833	\$56,773
8	\$41,411	\$46,533	\$49,420	\$50,995	\$53,885	\$57,823
9	\$42,067	\$47,581	\$50,470	\$52,047	\$54,935	\$58,873
10	\$42,724	\$48,633	\$51,521	\$53,095	\$55,985	\$59,925
11	\$43,381	\$49,682	\$52,571	\$54,147	\$57,035	\$60,973
12	\$43,680	\$49,980	\$52,869	\$54,446	\$57,334	\$61,272
13	\$43,978	\$50,279	\$53,168	\$54,744	\$57,632	\$61,570
14	\$44,277	\$50,577	\$53,466	\$55,043	\$57,931	\$61,869
15	\$44,575	\$50,876	\$53,765	\$55,341	\$58,229	\$62,167
16	\$44,874	\$51,174	\$54,063	\$55,640	\$58,528	\$62,466
17	\$45,172	\$51,473	\$54,362	\$55,938	\$58,826	\$62,764
18	\$45,471	\$51,771	\$54,660	\$56,237	\$59,125	\$63,063
19	\$45,769	\$52,070	\$54,959	\$56,535	\$59,423	\$63,361
20	\$46,068	\$52,368	\$55,257	\$56,834	\$59,722	\$63,660

**Custodial Salary Schedule
2005-2006**

	Multiply 2004-05 by: 1.035					
	Class II	Class III	Class IV	Class V	Class VI	Class VII
1	\$38,105	\$40,550	\$43,539	\$45,171	\$48,161	\$52,237
2	\$38,785	\$41,635	\$44,626	\$46,257	\$49,246	\$53,325
3	\$39,461	\$42,724	\$45,715	\$47,344	\$50,335	\$54,411
4	\$40,141	\$43,812	\$46,801	\$48,433	\$51,420	\$55,497
5	\$40,821	\$44,900	\$47,890	\$49,518	\$52,508	\$56,586
6	\$41,502	\$45,986	\$48,975	\$50,607	\$53,597	\$57,673
7	\$42,182	\$47,072	\$50,063	\$51,694	\$54,682	\$58,760
8	\$42,861	\$48,161	\$51,149	\$52,779	\$55,771	\$59,847
9	\$43,539	\$49,246	\$52,237	\$53,868	\$56,858	\$60,933
10	\$44,219	\$50,335	\$53,325	\$54,953	\$57,944	\$62,022
11	\$44,900	\$51,420	\$54,411	\$56,042	\$59,032	\$63,107
12	\$45,209	\$51,729	\$54,720	\$56,351	\$59,341	\$63,416
13	\$45,517	\$52,038	\$55,029	\$56,660	\$59,650	\$63,725
14	\$45,826	\$52,347	\$55,338	\$56,969	\$59,958	\$64,034
15	\$46,135	\$52,656	\$55,647	\$57,278	\$60,267	\$64,343
16	\$46,444	\$52,965	\$55,956	\$57,587	\$60,576	\$64,652
17	\$46,753	\$53,274	\$56,265	\$57,896	\$60,885	\$64,961
18	\$47,062	\$53,583	\$56,574	\$58,205	\$61,194	\$65,270
19	\$47,371	\$53,892	\$56,882	\$58,514	\$61,503	\$65,579
20	\$47,680	\$54,201	\$57,191	\$58,823	\$61,812	\$65,888