

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**LINDENHURST UNION FREE SCHOOL DISTRICT**  
**AND THE**  
**CIVIL SERVICE EMPLOYEES' ASSOCIATION,**  
**INC.**  
**LINDENHURST UNIT - SUFFOLK LOCAL 1000**  
**AFSCME, AFL-CIO**  
**CUSTODIAL EMPLOYEES**  
**JULY 1, 2008 TO JUNE 30, 2012**

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THIS AGREEMENT made and entered into this 23rd day of September 2009 by and between the LINDENHURST UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District") and the LINDENHURST UNIT, SUFFOLK EDUCATIONAL LOCAL 1000, CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC., AFSCME, AFL-CIO (hereinafter referred to as the "Association").

**ARTICLE I. NO STRIKE CLAUSE**

To encourage and promote effective and harmonious relationships and advance the cause of public education in Lindenhurst, the Association pledges that it will not assist or participate in a strike, or to impose an obligation to conduct, assist, or participate in a strike.

**ARTICLE II. RECOGNITION**

In accordance with the Civil Service Law, the Association has been certified by the Public Employment Relations Board as the exclusive bargaining agent for a unit consisting of all full-time custodians, groundspersons, and maintenance personnel, but excluding the Plant Facility Administrator, Assistant Plant Facility Administrator, Custodial Supervisor, Tabulating Unit Supervisor, aide monitors, cafeteria aides, playground aides, library aides, classroom aides and receptionist.

Nothing contained herein shall be construed to require that such employees shall be members of the Association as a condition of employment, and that recognition of the Association shall not interfere with or impair the rights of employees under the Constitution or laws of the State of New York.

**ARTICLE III. DUES DEDUCTION - AGENCY FEE**

~~1. As long as the Association is the negotiating agent as aforesaid, the District~~  
shall deduct from the checks of members of the Association who submit dues check-off authorizations in writing to the District the amount of Association dues as determined by the Association in accordance with written memorandum thereof to be filed by the Association with the District. These deductions shall be made in equal amounts and

commence in October of each year. Such authorizations shall remain in effect until written revocation shall be delivered or mailed so as to be received by the Business Office of the District no later than five (5) days prior to the payday on which the revocation is to take effect.

2. Each employee not a member of the Association shall have an agency fee deducted from his/her salary in accordance with Civil Service Law s 208. The Association shall advise the District of the amount of the agency fee. Deductions will be made in the same manner as dues deductions.

3. The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability, including reasonable attorneys' fees that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of the Article.

#### **ARTICLE IV. DISTRICT RIGHTS**

The Association recognizes that under the laws of New York State and the regulations of the Commissioner of Education, the District is legally responsible for the conduct of the educational program and the operation of the Lindenhurst Public Schools.

It is the prerogative of the District to continue existing policies or to initiate and announce new policies so long as the same do not affect or change matters expressly or specifically referred to in this Agreement.

All employees in the District are expected to comply with the rules, regulations and directives adopted by the District or its representatives within the provisions of this Agreement.

#### **ARTICLE V. NEGOTIATION PROCEDURES**

A. Representatives of the District will meet with representatives designated by the Association for the purpose of negotiation and discussion in order to reach a mutually satisfactory agreement concerning salaries and other terms and conditions of employment in keeping with Civil Service rules and regulations.

B. Upon request of either party for a meeting to open such negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. In any given school year, such request shall be made on or before January 15th. All issues proposed for discussion shall be submitted in writing by the Association to the District or its representatives at the first meeting. The District shall submit in writing to the Association representatives all additional issues upon which it wishes to negotiate at the meeting immediately following clarification of Association proposals. The second meeting and all necessary subsequent meetings shall be called at times that are mutually acceptable.

C. Designated representatives of the District and its advisors shall meet at such places and time mutually agreed upon with representatives of the Association and its advisors for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as outlined in paragraph B above, additional meetings shall be held as required to reach agreement.

#### **ARTICLE VI. GRIEVANCE PROCEDURE**

It is the declared objective of the parties involved in this contract to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances in accordance with the following procedures:

A. Definitions: (1) A "Grievance" shall mean any claimed violation, ~~misinterpretation or inequitable application of various provisions of this negotiated~~ Agreement. (2) "Days," unless otherwise specified, shall mean school days.

B. General Principles: Should a grievance be claimed, there shall be no suspension of work on the part of either party on account of such grievances, but an earnest effort shall be made to settle such differences immediately in the manner

described in the following paragraphs.

C. Procedures

1. The aggrieved person shall present the grievance in writing to his/her immediate supervisor, who shall discuss and attempt to satisfy the matter with him/her forthwith. If not resolved, the representative and/or the aggrieved party shall then present the grievance to the party who initiated the cause of the grievance. If, after initial discussions, the person wishes to be accompanied by a representative of his/her own choosing, he/she may request and shall be granted such a meeting. The immediate supervisor shall render his/her determination in writing to the aggrieved person within three (3) days after the grievance has been discussed by the parties concerned. If such grievance is not satisfactorily resolved at this stage, the aggrieved person may appeal in writing to the Superintendent within five (5) days of receipt of the immediate supervisor's decision. The appeal shall set forth the nature of grievance and alleged violation.

2. The Superintendent, or his/her designee, shall meet with the aggrieved party and his/her representative within five (5) days of receipt of the appeal. The Superintendent shall have ten (10) days from receipt of the appeal to render a written determination of his/her findings. If the grievance is not satisfactorily resolved at this stage, it may be forwarded to the next appropriate stage.

3. The Superintendent shall submit a written report to the Board of Education with a copy to the aggrieved party concerning the grievance and the decision he/she reached. The Board of Education may, at its option, either review the case or forward it to the next stage. ~~If the case is reviewed, it will be considered at a special meeting held~~ within fifteen (15) calendar days with the aggrieved and his/her representative and a written report rendered to the aggrieved within five (5) calendar days after the meeting.

4. In the event that the aggrieved person is not satisfied with the disposition of his/her grievance, he/she may request arbitration in writing to the Superintendent. Within

ten (10) days after such written notice of arbitration, representatives of the District and Association shall meet to designate a mutually acceptable arbitrator. The arbitrator designated by the parties shall issue his/her final award within thirty (30) calendar days of the closing of the hearings. The arbitrator shall have no power to add to, detract from or otherwise vary the terms of the Agreement between the parties. The award shall be binding upon both parties and they will both comply therewith. The Costs of the arbitrator in such arbitration procedures shall be borne equally by the District and the Association.

5. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the District to take action on the complaint, subject, however, to the final decision on the grievance.

6. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next stage. Failure at any step of this procedure to appeal a grievance to the next stage within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

7. A grievance will be deemed to have been waived unless presented within thirty (30) calendar days after the event or events on which the grievance is based, is known or should have been known to the grieving party.

8. This procedure shall be the sole and exclusive method of resolving a grievance, as herein defined, in the Lindenhurst Union Free School District, except as may otherwise be provided by law.

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#### **ARTICLE VII. ADMINISTRATION LIAISON**

A. The Superintendent and/or his/her representatives and the Association representatives shall meet once a month during the period of September through June to discuss matters of mutual concern. If the parties mutually agree that there is no need for a meeting in any particular month, such meeting shall be waived. Within fifteen (15)



days after elections, the Superintendent shall be notified of the names of the representatives of the Association. The first meeting each year will be held in September at a time and on a day mutually agreeable to the Superintendent and the Association representatives. The dates and times of subsequent monthly meetings will be the mutual responsibility of the parties and will be distributed to the participants ten (10) days prior to each meeting. The District will be responsible for the duplication of the minutes of these meetings and will distribute one (1) copy to each participant and the Board of Education within ten (10) days after the meeting.

B. The agenda items shall take priority, but shall not preclude other items of interest from being considered at such meetings.

C. These meetings are basically designed to discuss items that are not considered to be negotiable, such as working conditions, staff discord and other related problems.

#### **ARTICLE VIII. PROTECTION OF EMPLOYEE**

A. If an employee is assaulted in connection with his/her employment, the employee shall immediately give the Superintendent written notice of that fact. The Superintendent shall transmit such report to the Board forthwith. The Board and the Superintendent shall comply with any request from such employee or information in their possession relating to the incident or the persons involved and will otherwise cooperate with the employee in the event of a civil or criminal proceeding.

B. The District agrees to save harmless and protect employees from financial loss and will provide for their defense arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or about the school building provided such employee at the time of the accident or injury was acting in the discharge of his/her duties within the scope of their employment and/or under the direction of the District as set forth and in accord with procedures and provisions in s 3023 of the Education Law.

C. Board Policy #4123, approved January, 1981, pertaining to New York State

Fund compensation claims will remain in effect, copies of which will be given to each immediate supervisor to be kept on file for future reference.

**ARTICLE IX. ASSOCIATION RIGHTS**

A. The Association shall have the right to post notices of its activities on school bulletin boards designated by the building principal for that purpose.

B. The Association shall have the right to use school buildings when approved under existing policy without charge, provided that such use shall not interfere with the school program.

C. A duly designated official representative of the Association will be afforded the opportunity, without loss of pay, to attend the annual C.S.E.A. convention. The District shall not be obligated to pay any expenses therefore.

D. One copy of all policies and job descriptions pertaining to noninstructional personnel shall be forwarded to the Association as soon as possible.

E. The District shall adopt no policy that conflicts with the express terms of this Agreement.

F. Copies of agreements between the District and other groups within the District shall be submitted to the Association President as soon as they are published.

G. The District will cause sufficient copies of this Agreement to be reproduced at its expense.

H. No employee shall be illegally discriminated against based upon such employee's race, color, age, creed or national origin.

**ARTICLE X. HOURS, RECALL, OVERTIME**

~~A. Custodial. The length of the workday during the regular school year (from September 1 to June 30) for custodial, groundskeepers and maintenance employee shall be eight (8) hours, exclusive of one (1) hour for lunch.~~

The length of the workday for custodial, groundskeepers and maintenance employees for the period July 1 through August 31 shall be seven (7) hours, exclusive of

one (1) hour for lunch. The specific hours of work will be set by the Superintendent.

B. Recall. In the event custodial workers, maintenance persons and groundskeepers are called from their homes and requested to render services other than at regular hours, they shall be guaranteed not less than three (3) hours of work.

C. Overtime. Custodial, Maintenance and Groundskeepers shall receive pay at time-and-one-half (1 1/2) for all hours authorized by their supervisors and worked beyond forty (40) hours per week. For purposes of this section, holidays and sick time where accumulated days have been accrued shall be counted as time worked.

D. Holidays and Sundays. The District will pay employees at the rate of double-time for working on a Sunday or a holiday provided such Sunday or holiday work constitutes the 7th day of a particular employee's work week. The calculation of the seven (7) days of work shall only include those days on which the employee has actually reported to work and worked a full day. Furthermore, employees will be paid double-time for work on Sundays and holidays only if they do not take the day immediately following such holiday or Sunday off. (Note: this contingency does not apply if the day after the holiday or Sunday is the employee's regular day off)

#### **ARTICLE XI. HOLIDAYS, RECESSES, SCHOOL CLOSINGS, CALENDAR**

A. Custodial. Effective July 1, 2009, noninstructional personnel other than office clerical will be granted fourteen (14) holidays per year without loss of pay. The Superintendent of Schools shall discuss which holidays shall be designated with the President of the unit, but the final determination shall be made by the Superintendent of Schools.

B. Calendar. Representatives of the Association shall be consulted on the establishment of a school calendar.

## ARTICLE XII. VACATIONS

A. Employees covered by this Agreement, who were appointed after June 30, 1968, will be granted paid vacations according to length of service in the District as of June 30 of the vacation year as prescribed below:

One (1) week vacation with six (6) months, but less than one (1) year of service; two (2) weeks vacation with one (1) year, but less than five (5) years of service; three (3) weeks vacation with five (5) years, but less than ten (10) years of service; four (4) weeks vacation with ten (10) or more years of service.

After one (1) year of service, 10 month employees shall be entitled to five (5) days of vacation which must be taken during times where school is officially closed. Although 10-month employees may request specific dates for such vacation, the scheduling of the vacation is at the sole discretion of the District.

Employees may elect to be compensated for up to ten (10) days of vacation time in lieu of taking time off. Employees shall receive one additional vacation day after completion of their 21st, 22nd, 23rd, 24th and 25th years of service.

B. "Service," as used in A above, shall mean actual working time for the District and shall not include leave without pay.

C. Vacation schedules for Buildings and Grounds personnel shall be established by the District on a year-round basis. These schedules shall be posted and selections shall be made on the basis of seniority on a departmental and/or building basis.

Forms for requesting certain vacation dates are to be forwarded to each employee covered by this Agreement no later than April 1st of each school year. ~~Employees shall be required to use the Vacations Request Form, Appendix "D".~~ They are to be returned to the Personnel Office no later than April 15th of each school year indicating the dates of the requested vacation. Employees shall be prohibited from taking vacations on graduation day, the week which includes graduation and during the week prior to the first day of school for students. Vacations may only be taken with the

approval of Administration.

Finalized vacation schedules for all employees will be printed and distributed to these employees no later than May 1st of each school year.

Where an employee finds it necessary to request a change in his/her vacation dates after the May 1st date, the employee must request same of his/her immediate supervisor and then the Personnel Department in writing stating the reasons therefore. The supervisor will respond to such request in writing within ten (10) days of receipt of the request.

D. Vacation pay will be paid before departing on scheduled vacation provided the Business Office receives a minimum of two (2) weeks' advance written notice prior to the start of the vacation.

E. Employees on vacation need not be replaced by substitutes by the District.

### **ARTICLE XIII. LEAVES OF ABSENCE**

#### **A. Sick Leave - Terminal Leave Pay**

1. All twelve (12)-month employees will be allowed without loss of pay, fifteen (15) days in each school year on account of personal illness or physical disability. Two (2) of these days may be used for personal days.

All ten (10)-month employees will be allowed, without loss of pay, twelve (12) days in each school year on account of personal illness or physical disability. Two (2) of these days may be used for personal days.

The reasons for personal leave shall be stated on the form attached hereto as Appendix "C".

~~2. If an employee does not use the full number of allowable days in any one~~  
year, the number of days not used shall be accumulated from year to year and used, if needed, for an unlimited number of accumulated days.

3. If the employee begins employment during the school year (after July 1st for twelve-month employees; after September 1st for ten-month employees), the

employee will be allowed a proration of the days.

4. If the employee leaves the employ of the District during the school year, the number of days allowed for sickness or physical disability will be prorated for the period worked in that year, and, if at the termination of employment, he/she has been paid for days in excess of the number of allowable and accumulated leave, deductions for those days will be made from his/her pay.

5. At the start of each fiscal year (July 1), the permanent employee will be allowed a number of working days at half (1/2) pay for personal sickness or illness equal to the number of sick leave days accumulated at the close of the previous fiscal year (June 30), these days to be used, if needed, after regular sick leave days have been exhausted. These days will not be cumulative from year to year.

6. Medical proof of the need to be absent must be submitted to support payment for days absent in excess of three (3) consecutive days under these provisions, if requested by the Superintendent or his/her designee. This shall not preclude the Superintendent from requesting medical substantiation in individual situations for an absence of less than three (3) consecutive days where there has been a pattern of abuses or when required by statute or regulations of the Commissioner or when the health of students is involved.

The Plant Facility Administrator may request medical substantiation of absences in individual situations where he/she has determined that the employee has exhibited a problem with attendance. Such medical substantiation may continue to be required from an employee exhibiting such an attendance problem provided however, that at least once yearly the Plant Facility Administrator reviews the employee's attendance to determine whether he/she will continue to require that the employee provides such substantiation. Furthermore, the Plant Facility Administrator may require medical substantiation of the need to be absent where an employee utilizes sick days immediately preceding and/or immediately after a holiday.

Furthermore, the Superintendent or his/her designee may require unit members to present medical proof of the need to be absent, for use of sick time immediately before or after vacation days.

7. Terminal Leave Pay. Effective July 1, 1990 employees who retire from the District under the N.Y.S. Retirement System shall receive compensation for unused sick leave accumulated at the rate of one-half (1/2) of each day of unused sick leave at their daily rate of pay up to a maximum of two hundred (200) days.

8. Sick Leave Reimbursement. Effective July 1, 2009, if the employee does not use the full number of allowable sick days in any one year, he/she will have the option of being paid Fifty (\$50.00) Dollars for each day of unused sick leave up to six (6) days. In the event the employee opts for the Fifty (\$50.00) Dollar payment, such day shall not be accumulated or used for any purpose thereafter.

B. Illness in Family Leave

Absence for illness in the family up to five (5) days in any one school year will be charged against sick leave allowance. Absence for illness in the family in excess of five (5) days in any one school year will be deducted from salary.

C. Death Leave

1. Death in the Immediate Family

Up to five (5) workdays from the date of death without loss of pay and without charge against accumulated sick leave will be allowed for absence due to each death in the immediate family (mother, father, sister, brother, child, spouse, grandchild or relative residing in the same household, mother-in-law, father-in-law, step relations). ~~Provisions to be absent an additional three (3) days running consecutively shall be~~ charged against accumulated sick leave.

2. Death in Family Not Immediate

One (1) day without loss of pay and without charge against accumulated sick leave allowance will be allowed for absence due to the death of a member of the

employee's family not covered by subsection No. 1 above. Provisions to be absent for an additional two (2) days running consecutively will be allowed, which days shall be charged against accumulated sick leave allowance.

D. Infant Care Leave

A leave of absence without pay for a period not to exceed one (1) year may be granted for care of an infant child from newly born through age eighteen (18) months. Application for the leave shall be in writing to the Superintendent of Schools no later than two (2) months prior to the anticipated date of commencement of the leave.

E. Absence for Other Reasons

Leaves of absence for other reasons may be available for a period not to exceed one (1) year and will be judged on an individual basis by the Board after hearing recommendations from the immediate supervisor and the Superintendent.

F. Jury Duty

An employee shall be permitted to have time off with pay when necessary for the purpose of performing jury duty and giving testimony in court under subpoena in matters in which he/she is not a party. The employee shall be required to turn over any per diem pay received as a juror or as a witness, but not any mileage pay.

**ARTICLE XIV. INSURANCE**

A. Health

Effective July 1, 2002, all employees shall continue to contribute eight percent (8%) of the cost of premiums for individual and/or family health insurance coverage, and continuing thereafter until a new collective bargaining agreement is entered into between the parties. Effective July 1, 2009, all employees shall contribute nine (9%) percent of the cost of premiums for individual and/or family health insurance coverage; effective July 1, 2010, all employees shall contribute ten and one half (10.5%) percent of the cost of premiums for individual and/or family health insurance coverage, and effective July 1, 2011, all employees shall contribute twelve (12%) percent of the cost of premiums for



individual and/or family health insurance coverage, and continuing thereafter, until a new collective bargaining agreement is entered into between the parties. All employees hired on or after July 1, 2009 shall contribute twelve (12%) percent of the cost of premiums for individual and/or family health insurance coverage. An employee shall, upon applying for health insurance coverage attest to the District that he/she does not now receive either HIP or Empire Core Plan coverage, plus enhancements, through another member of the family. The District shall not continue to pay health insurance for employees who are on leave, paid or unpaid, for more than one year. The employee may continue such insurance thereafter in accordance with law and at no cost to the District.

The District shall be permitted to adopt a comparable health plan. In the event the District chooses to adopt a new plan:

1. The District shall give the Union sixty (60) days' notice prior to the implementation of any new comparable plan.
2. The Union will be given the opportunity to discuss the new plan with the District prior to its implementation.
3. If the Union believes the new plan is not comparable to the existing one, it shall have the right to proceed to expedited binding Arbitration on the issue of comparability.
4. Effective July 1, 2009, only unit members who actually retire as accepted and approved by the New York State Employees' Retirement System, who have completed at least ten (10) full consecutive years of employment in the District, will receive District paid health insurance in retirement. Such employees shall be required to pay the same contribution toward the payment of the costs of individual and/or family health insurance coverage as they were required to contribute during their last year of employment prior to retirement.

In the event the District switches to a comparable plan, all employees hired prior to July 1, 1990 who were participating in either an HMO or a HIP plan being offered by

the District prior to the switch, shall be entitled to continue participating in such plan at no cost to the employee. Employees who are hired subsequent to July 1, 1990 may elect to participate in any alternate HMO or HIP option offered by the District, however, those employees must pay the difference in cost, if any, between the comparable plan chosen by the District and the alternative plan.

#### HEALTH INSURANCE DECLINATION

Each member of the bargaining unit who provides the school district with a declination for health insurance shall receive payment for waiving such coverage. The payment shall be twelve (12) times the monthly premium of the least costly individual health coverage plan. Payment shall be made in the last paycheck in June when the declination has been in effect from the preceding July 1<sup>st</sup>. The declination must be submitted to the District no later than June 1<sup>st</sup> for the fiscal year beginning on July 1<sup>st</sup>. Employees who decline the health insurance coverage under this section will not have the opportunity to opt back into the plan for the balance of the fiscal year except in cases of emergency, such as death of the spouse, divorce, or loss of health insurance coverage through the spouse. In emergency conditions, if the employee opts back to the coverage, he/she will receive no payments for that year. Employees who have declined coverage for a given year, and who wish to re-enroll in the health insurance program for the following year, shall notify the District of such change no later than June 1<sup>st</sup> for the fiscal year beginning on the following July 1<sup>st</sup>.

#### B. Life

The District shall pay the premium to provide life insurance coverage equal to the regular annual salary of the employee applying therefore raised to the next highest thousand dollars. The employee may purchase an additional Ten Thousand (\$10,000.00) Dollars of life insurance and, if the carrier permits, this may be continued after retirement.

#### C. Dental

Effective July 1, 2007, the District shall contribute a maximum of \$570.07 per participating employee toward the cost of premiums for dental insurance coverage; effective July 1, 2009, the District shall contribute a maximum of \$816.00 per

participating employee toward the cost of premiums for dental insurance coverage; and effective July 1, 2011, the District shall contribute a maximum of \$856.80 per participating employee toward the cost of premiums for dental insurance coverage.

D. Disability

The District shall contribute up to a maximum of Fifty-five (\$55.00) Dollars per year per participant in a mutually acceptable insurance disability plan.

E. Survivor Benefits

In the event of the death of a custodial member of the CSEA unit all sick leave and accrued vacation benefits shall be paid to the estate of the employee within the following provisions:

Any accumulated days shall be paid at the rate of Twenty (\$20.00) Dollars per day and all vacation time accrued will be paid to the survivor at the per diem rate at the time of the employee's death. Employees with less than five (5) years of service shall receive twenty-five (25%) percent of the accrued benefit. More than five (5) years, but less than ten (10) years, fifty (50%) percent of the accrued benefit. More than ten (10) years, but less than fifteen (15) years, seventy-five (75%) of the benefit. More than fifteen (15) years, one hundred (100%) percent of the accrued benefit.

F. Flexible Benefits Plan

Effective sixty (60) days after the execution of this Memorandum of Agreement, the District shall participate in a Flexible Benefits Plan approved in accordance with Section 125 of the Internal Revenue Code.

G. Optical Insurance

Effective July 1, 2004, the District shall contribute a maximum of \$94.80 per participating employee per year toward the cost of premiums for the CSEA Gold 12 Optical Insurance Plan; effective July 1, 2009, the District shall contribute a maximum of \$95.00 per participating employee per year toward the cost of premiums for the CSEA Gold 12 Optical Insurance Plan; and continuing thereafter, with a maximum District cap on the District's contribution (should there be an increase in premiums) of \$110.00 per participating employee per year.

## **ARTICLE XV. RETIREMENT**

The District shall continue to provide retirement coverage pursuant to Section 75-g of the New York State Employees Retirement Plan.

## **ARTICLE XVI. PRIOR SERVICE**

Newly appointed noninstructional personnel, who have been employed in the District previously, may be granted full credit for each year of full-time service rendered in the same or equivalent capacity, provided such service has been rendered within five (5) years of the date of reemployment. Exception to the five-year provision may be made upon the recommendation of the Superintendent and approval of the Board.

No credit will be given for less than one (1) year of previous full-time service.

## **ARTICLE XVII. WORKING ABOVE TITLE - COMPENSATION**

In the event that an employee in the bargaining unit works above title in excess of a period of five (5) days in a school year, he/she shall be compensated at the higher rate established for the job classification involved. Effective July 1, 2009, employees who work above title for at least five (5) days will be guaranteed a minimum of Fifty-five (\$55.00) Dollars per week above their normal salary. No employee will work above title without being requested to do so by the District.

## **ARTICLE XVIII. APPOINTMENTS, TRANSFERS, PROMOTIONS**

A. During the period of this agreement, the District reserves the right to add new positions, to make appointments and reassignments of personnel in keeping with the terms of this contract.

~~B. The District reserves the right to make transfers and assignments on the basis of merit as the needs of the District indicate. Seniority will be considered, but shall be determinative only when the District judges that the skill and ability and qualifications of employees involved are approximately equal. In making promotions within the bargaining unit, presently employed full-time permanent personnel shall be given first~~

consideration provided they meet the necessary qualifications and Civil Service requirements. In filling vacancies, if the qualifications of applicants from both inside and outside the unit are otherwise equal, preference shall be given to the applicants from within the unit provided they meet the necessary qualifications and Civil Service requirements.

C. Whenever vacancies or promotional opportunities occur, a description shall be posted for at least five (5) working days in all schools and/or places of employment. All openings for promotional positions paying higher salary differentials shall be publicized in every building on bulletin boards two (2) weeks before the position is to be filled. All applicants for a promotional position in a noncompetitive class shall be notified in writing within a reasonable time of receipt that their application has been received. In filling a promotional position within the unit with a higher salary differential, the District shall request the Suffolk County Civil Service Commission to conduct a promotional examination in the first instance and then an open competitive examination.

D. Personnel desiring to be transferred within the District shall notify the Personnel Office in writing of this request. Receipt of said request will be acknowledged by the Personnel office. Whenever a vacancy occurs within the District, personnel on this voluntary transfer list will be notified first for an interview. The list will be kept for one (1) year.

E. Whenever an employee takes a Civil Service examination for a higher position, passes said examination and is appointed to the higher position within the District, the employee shall immediately be placed on the salary schedule as of the next pay period in the new position, ~~provided that the date falls within the date so stated on the~~ Suffolk County Civil Service Commission eligibility list.

F. It is understood that an employee who is promoted to a new position will be placed on the appropriate step of the column of the salary schedule so the employee will receive the equivalent of one step (based on the salary schedule for the position held prior

to promotion) above the employee's pre-promotion salary.

G. Prior to creating a new title, the District shall consult with the Association's representative concerning the salary for said position. However, there shall be no impasse declared over discussions regarding the creation of a salary for a new position.

**ARTICLE XIX. SALARIES, CAREER INCREMENTS**

A. The salaries for personnel covered by this Agreement shall be in accordance with the schedules annexed hereto and made part of this Agreement.

B. Salary notices will be forwarded to each employee as soon as possible after the Agreement is signed by the Association representative and the Board President.

C. Advancement on salary schedule shall be made as of July 1<sup>st</sup> of each year. An employee who has completed six (6) months or more service in the preceding years as of July 1<sup>st</sup> will be eligible for advancement to the next step on the schedule. However, if for some reason a person has not passed the Civil Service Examination for the position held, there will be no advancement beyond Step 5.

D. Negotiated salary increases may be withheld for less than satisfactory service.

E. The following career increments for service in the District shall be paid over and above the stated salaries:

1. Employees who were on the final step of their respective salary schedule on the preceding June 30<sup>th</sup> shall receive a Five Hundred (\$500.00) Dollar longevity increment. Custodial employees shall receive this differential after nine (9) years of service.

2. \$1,100 a year during 15<sup>th</sup> through 19<sup>th</sup> year of service;

\$1,600 a year during 20<sup>th</sup> through 24<sup>th</sup> year of service;

\$2,000 a year after 25 years of service.

The Five Hundred (\$500.00) Dollars referred to in 1 above is not added to the above increments, and is included therein.

F. The night differential is \$1,200.00.

G. The District shall pay a differential to senior custodians of \$600.00 above the groundskeeper schedule.

H. All unit members hired on or after July 1, 2009 are required to fully participate in and cooperate with a District implemented direct deposit program. Upon implementation of such program, no District checks will be issued directly to employees unless expressly authorized by the Assistant Superintendent for Business.

**ARTICLE XX. CUSTODIAL**

A. The Thursday preceding a regular Friday payday shall normally be the day that night personnel will be paid. If a holiday falls on a payday, the check shall be dated and distributed for all custodial personnel in each building.

B. There will be one (1) Association representative for all custodial personnel in each building.

C. An employee on whom a written disciplinary notice has been made shall receive a copy of such notice.

D. The District shall provide a reasonable supply of appropriate foul weather gear for groundskeeper and maintenance personnel. In addition, a supply of foul weather gear shall be provided for each school's custodial staff. Safety shoes will be provided to all maintenance personnel, groundskeepers, head and chief custodians. The day time custodial groundskeeper will also receive safety shoes. The determination of whether new safety or replacement safety shoes are necessary shall be within the sole discretion of the Superintendent or his/her designee as per the past practice. The School Safety Committee will implement the provisions of this Article.

E. Employees shall receive a maximum reimbursement of \$100.00 per employee per year for uniforms. The vendor shall be selected by the Superintendent or his/her designee. The configuration, components, tailoring colors, and other details of the uniforms shall be determined by the Superintendent or his/her designee.

## **ARTICLE XXI. SAFETY**

A. It shall be the duty of all personnel to see that all working conditions in all departments are safe from unnecessary hazards. Such situations should be reported in writing to the immediate supervisor, who will in turn report this condition to the Plant Facilities Administrator with a copy to be sent to the School Business Administrator and to the building principal.

B. It is the intent of the District that no employee shall be ordered to operate any vehicle where said operation would endanger the physical well-being of the operator or the physical well-being of any passenger.

## **ARTICLE XXII. TRANSPORTATION**

The District shall make every effort to provide personnel at the receiving schools to escort those students who require special assistance.

## **ARTICLE XXIII. NONINSTRUCTIONAL PERSONNEL FILES**

A. Upon request made in writing three (3) school days in advance, an employee shall be permitted to examine his/her employment file except for preemployment confidential information contained therein. However, nothing except preemployment material shall be kept in the preemployment file.

B. Files may not be removed from the personnel office at any time. However, the employee may reproduce any items contained in the file.

C. There shall be one (1) official employee personnel file in which the above type of material is filed.

D. Material relevant to an employee's conduct, service, character and personality shall not be placed in the file unless the employee has the opportunity to read such material. The employee shall acknowledge that he/she has read such materials by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.



E. Upon examination of the file, the employee shall have the right to respond in writing to any material filed and his/her answer shall be attached to the file copy.

F. Should an employee be vindicated in grievance procedures from any demeaning statement or accusation of or by someone in a supervisor or administrative capacity, material pertaining to such alleged malfeasance shall immediately be withdrawn.

G. Upon prior approval of the Superintendent of Schools or his designee, the District shall pay for job-related courses.

#### **ARTICLE XXIV. SAVINGS CLAUSE**

All statutory provisions, rulings and regulations promulgated thereunder affecting the employees herein above described are in no way abridged by this Agreement, and this Agreement shall be deemed subject thereto.

If any provision of this Agreement is found to be contrary to law or applicable regulation of any governmental agency with jurisdiction in the premises, then only that provision will be deemed invalid but all other provisions will continue in full force and effect.

If a deletion is made pursuant to this section, the parties to this contract will immediately convene to attempt to negotiate a satisfactory replacement.

#### **ARTICLE XXV. USE OF PRIVATE VEHICLES**

No employee shall be required as a condition of employment to use his/her own vehicle for school business.

#### **ARTICLE XXVI. DISCIPLINARY APPEAL**

Employees who do not have s 75 Civil Service Law rights may request a meeting with the Superintendent of Schools in the event they are to be suspended for more than three (3) days or terminated. Such request shall be made within five (5) days after the employee receives notice of said disciplinary action. The employee shall have the right

to have a representative of his/her choice present at the meeting. The decision of the Superintendent of Schools shall be final and not subject to the grievance procedure.

**ARTICLE XXVII. DURATION - ZIPPER CLAUSE**

This Agreement shall become effective July 1, 2008 and shall continue in effect until June 30, 2012. Beyond this Agreement, relationships will be governed by the Public Employees Fair Employment Act.

The conditions set forth in this Agreement will not be changed in any way by the Association or the District and negotiations will not be reopened during the life of the Agreement. However, periodic discussions may be held by representatives of the Association and representatives of the District.

**ARTICLE XXVIII. TAYLOR LAW NOTICE**

In accordance with the Civil Service Law, the following is included in and made part of this Agreement:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XXIX. JOB-RELATED COURSES**

Upon the approval of the Superintendent of Schools or his designee, unit members may be reimbursed for job-related courses taken.

**ARTICLE XXX. ATTENDANCE BONUS**

Employees who have perfect attendance for an entire fiscal year shall be entitled to a Three Hundred (\$300) Dollar bonus payable on the first paycheck of the subsequent fiscal year. Employees who have perfect attendance for any two consecutive fiscal years shall be entitled to a Seven Hundred (\$700.00) Dollar bonus payable in the first paycheck

of the subsequent fiscal year. Absences due to a death in the immediate family as defined herein, jury duty, vacation or personal leave time will not be counted as days absent for purposes of this article.

**ARTICLE XXXI. SENIORITY**

Seniority shall be used for the purpose of determining the layoff and recall of employees. For the purpose of this agreement, seniority shall be defined as length of service within the position based upon the original date of hire of any employee covered by this agreement.

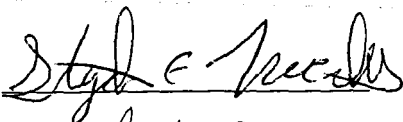
**ARTICLE XXXII PERSONAL INJURY ON-THE-JOB**

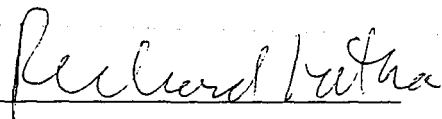
Any employee sustaining an on-the-job injury is required to notify the District in writing of the date, location and manner in which such injury occurred, as well as the injuries sustained, within 48 hours of the injury. An exception to this requirement is when an employee, due to the nature of the injuries sustained, is incapable of communicating verbally or in writing personally or through his/her representative within the requisite time period. In such cases the employee will be required to notify the District regarding such incident in writing as soon as possible after same.

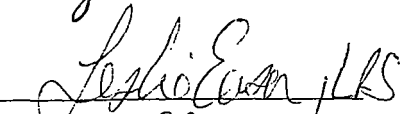
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of 2010.

CIVIL SERVICE EMPLOYEES'  
ASSOCIATION, INC., LINDENHURST  
UNIT-SUFFOLK LOCAL 1000,  
AFSCME, AFL-CIO

LINDENHURST UNION FREE  
SCHOOL DISTRICT

BY: 

BY: 

BY:   
CSEA, INC.

RICHARD NATHAN

**REQUEST FOR VACATION CHANGE**

Employee's Name: \_\_\_\_\_

Date: \_\_\_\_\_

School: \_\_\_\_\_

Vacation for School Year: \_\_\_\_\_

Request for Dates to be Changed:

From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature of Employee*

\_\_\_\_\_  
*Signature of Principal*

\_\_\_\_\_  
*Signature of Immediate Supervisor*

\_\_\_\_\_  
*Superintendent of Blds. & Gmds./Designee*

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

\_\_\_\_\_  
*Superintendent of Schools/Designee*

Approved \_\_\_\_\_ Denied \_\_\_\_\_

One Copy will be Returned to Employee

Please Type or Print Firmly

SEA--CUSTODIAL UNIT  
 008-09 (3%)

STEP	CHIEF CUSTODIAN	AV TECH	MAINT. MECH. II	GRNDSMAN II	HEAD CUSTODIAN	CW II DRIVER/ MESSENGER	CUSTODIAL WORKER	10 MONTH CUSTODIAL	STEP
		MICRO REPAIR TECHNICIAN		MAINT. MECH. III		MAINT. MECH I		GRNDSMAN I	
1	\$47,654	\$42,651	\$41,722	\$40,792	\$46,286	\$35,842	\$34,002	\$28,336	1
2	\$49,517	\$44,517	\$43,584	\$42,653	\$48,148	\$37,704	\$35,867	\$29,885	2
3	\$51,376	\$46,379	\$45,447	\$44,517	\$50,011	\$39,567	\$37,727	\$31,438	3
4	\$53,238	\$48,242	\$47,312	\$46,379	\$51,873	\$41,428	\$39,590	\$32,990	4
5	\$55,100	\$50,102	\$49,169	\$48,242	\$53,735	\$43,292	\$41,452	\$34,542	5
6	\$56,961	\$51,966	\$51,035	\$50,104	\$55,598	\$45,153	\$43,315	\$36,096	6
7	\$58,826	\$53,827	\$52,895	\$51,966	\$57,459	\$47,010	\$45,178	\$37,647	7
8A	\$60,690	\$55,688	\$54,759	\$53,829	\$59,323	\$48,877	\$47,037	\$39,197	8A
8B	\$62,548	\$57,550	\$56,622	\$55,689	\$61,185	\$50,738	\$48,901	\$40,748	8B

CSEA--CUSTODIAL UNIT  
2009-10 (0%)

	<u>AV TECH</u>			<u>GRNDSMAN II</u>		<u>CW II DRIVER/ MESSENGER</u>		<u>10 MONTH</u>		
	<u>CHIEF</u>	<u>MAINT. MECH.</u>	<u>MAINT.</u>	<u>MAINT.</u>	<u>HEAD</u>	<u>MESSENGER</u>	<u>CUSTODIAL</u>	<u>CUSTODIAL</u>		
<u>STEP</u>	<u>CUSTODIAN</u>	<u>III</u>	<u>MECH. II</u>	<u>MECH I</u>	<u>CUSTODIAN</u>	<u>GRNDSMAN I</u>	<u>WORKER</u>	<u>WORKER</u>	<u>STEP</u>	
1	\$47,654	\$42,651	\$41,722	\$40,792	\$46,286	\$35,842	\$34,002	\$28,336	1	
2	\$49,517	\$44,517	\$43,584	\$42,653	\$48,148	\$37,704	\$35,867	\$29,885	2	
3	\$51,376	\$46,379	\$45,447	\$44,517	\$50,011	\$39,567	\$37,727	\$31,438	3	
4	\$53,238	\$48,242	\$47,312	\$46,379	\$51,873	\$41,428	\$39,590	\$32,990	4	
5	\$55,100	\$50,102	\$49,169	\$48,242	\$53,735	\$43,292	\$41,452	\$34,542	5	
6	\$56,961	\$51,966	\$51,035	\$50,104	\$55,598	\$45,153	\$43,315	\$36,096	6	
7	\$58,826	\$53,827	\$52,895	\$51,966	\$57,459	\$47,010	\$45,178	\$37,647	7	
8A	\$60,690	\$55,688	\$54,759	\$53,829	\$59,323	\$48,877	\$47,037	\$39,197	8A	
8B	\$62,548	\$57,550	\$56,622	\$55,689	\$61,185	\$50,738	\$48,901	\$40,748	8B	

SEA--CUSTODIAL UNIT  
2010-11 (3%)

STEP	CHIEF CUSTODIAN	AV TECH MICRO REPAIR TECHNICIAN	MAINT. MECH. II	GRNDSMAN II	HEAD CUSTODIAN	CW II DRIVER/ MESSENGER	CUSTODIAL WORKER	10 MONTH CUSTODIAL	STEP
		MAINT. MECH. III		MAINT. MECH I		GRNDSMAN I		WORKER	
1	\$49,084	\$43,931	\$42,974	\$42,016	\$47,675	\$36,917	\$35,022	\$29,186	1
2	\$51,003	\$45,853	\$44,892	\$43,933	\$49,592	\$38,835	\$36,943	\$30,782	2
3	\$52,917	\$47,770	\$46,810	\$45,853	\$51,511	\$40,754	\$38,859	\$32,381	3
4	\$54,835	\$49,689	\$48,731	\$47,770	\$53,429	\$42,671	\$40,778	\$33,980	4
5	\$56,753	\$51,605	\$50,644	\$49,689	\$55,347	\$44,591	\$42,696	\$35,578	5
6	\$58,670	\$53,525	\$52,566	\$51,607	\$57,266	\$46,508	\$44,614	\$37,179	6
7	\$60,591	\$55,442	\$54,482	\$53,525	\$59,183	\$48,420	\$46,533	\$38,776	7
8A	\$62,511	\$57,359	\$56,402	\$55,444	\$61,103	\$50,343	\$48,448	\$40,373	8A
8B	\$64,424	\$59,277	\$58,321	\$57,360	\$63,021	\$52,260	\$50,368	\$41,970	8B

CSEA--CUSTODIAL UNIT  
2011-12 (3%)

		<u>AV TECH</u>							
		<u>MICRO</u>							
		<u>REPAIR</u>							
		<u>TECHNICIAN</u>		<u>GRNDSMAN II</u>		<u>CW II DRIVER/</u>		<u>10 MONTH</u>	
	<u>CHIEF</u>	<u>MAINT. MECH.</u>	<u>MAINT.</u>	<u>MAINT.</u>	<u>HEAD</u>	<u>MESSENGER</u>	<u>CUSTODIAL</u>	<u>CUSTODIAL</u>	
<u>STEP</u>	<u>CUSTODIAN</u>	<u>III</u>	<u>MECH. II</u>	<u>MECH I</u>	<u>CUSTODIAN</u>	<u>GRNDSMAN I</u>	<u>WORKER</u>	<u>WORKER</u>	<u>STEP</u>
1	\$50,557	\$45,249	\$44,263	\$43,276	\$49,105	\$38,025	\$36,073	\$30,062	1
2	\$52,533	\$47,229	\$46,239	\$45,251	\$51,080	\$40,000	\$38,051	\$31,705	2
3	\$54,505	\$49,203	\$48,214	\$47,229	\$53,056	\$41,977	\$40,025	\$33,352	3
4	\$56,480	\$51,180	\$50,193	\$49,203	\$55,032	\$43,951	\$42,001	\$34,999	4
5	\$58,456	\$53,153	\$52,163	\$51,180	\$57,007	\$45,929	\$43,977	\$36,645	5
6	\$60,430	\$55,131	\$54,143	\$53,155	\$58,984	\$47,903	\$45,952	\$38,294	6
7	\$62,409	\$57,105	\$56,116	\$55,131	\$60,958	\$49,873	\$47,929	\$39,939	7
8A	\$64,386	\$59,080	\$58,094	\$57,107	\$62,936	\$51,853	\$49,901	\$41,584	8A
8B	\$66,357	\$61,055	\$60,071	\$59,081	\$64,912	\$53,828	\$51,879	\$43,229	8B



