

SEWANHAKA
CENTRAL HIGH SCHOOL DISTRICT
of Elmont, Floral Park, Franklin Square and New Hyde Park

and

**ASSOCIATION OF HEAD CUSTODIANS AND
MAINTENANCE SUPERVISORS UNIT**

Civil Service Employees Association
LOCAL 1000 AFSCME, AFL-CIO

AGREEMENT

July 1, 2020 - June 30, 2021

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**Article III. WAGES, SALARIES, OTHER FINANCIAL BENEFITS
INCLUDING DUES CHECK OFF**

A. Wages, Salaries and Other Financial Benefits: The respective wages, salaries and other benefits of the unit herein provided for shall be as set forth in schedule "A" annexed hereto.

B. Dues Check-Off: The District shall deduct from bi-weekly check of members of this unit of the CSEA who submit dues check-off authorizations in writing to the District, CSEA dues in an amount to be determined by the CSEA in accordance with a written memorandum thereof to be filed by the CSEA with the District. The CSEA shall be permitted to make dues check-off cards available through the schools. Any employee may rescind such authorization by written notice to the CSEA and to the District Business Administrator.

The Association on its own behalf and on behalf of each member of the unit authorizing dues deductions, hereby releases the District, its officers, agents, and employees from any and all liability and responsibility whatsoever for the use or application of dues after such dues has been deducted as stated in this section.

C. Upon request, the Association will be given a list of all employees covered by their unit.

D. Personnel approved by District and Civil Service as Maintenance Supervisor II will be placed in Group 2 for salary determination.

E. In addition to the regular uniforms, short sleeved shirts will be available for use during the summer months. The unit may opt for unit members to receive a winter jacket in lieu of uniforms and/or uniform reimbursement or stipends for the 2016-2017 school year. If uniforms have already been purchased for the 2016-2017 school year, then the jackets would be purchased and uniforms will not be purchased for the 2017-2018 school year. The cost per jacket shall not exceed the applicable cost of uniforms per employee. The unit may opt for unit members to receive a winter jacket in lieu of uniforms and/or uniform reimbursement or stipends for the 2018-2019 school year. The cost per jacket shall not exceed the applicable cost of uniforms per employee. A safety shoe allowance, up to a maximum of \$150 per year, will be allotted for the purchase of one pair of safety shoes. An original receipt must be submitted to receive reimbursement. Safety shoes must be worn to work at all times.

Article IV. HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Working Day

1. The work schedule shall be in accordance with the custodial calendar and hours of service. The length of the lunch break is not to be considered part of the work schedule. The length of the lunch break shall be set by the District. The lunch break for maintenance supervisors will be one-half hour.

2. Overtime: Head Custodians and Maintenance Supervisors: Base rate x 2.0 (Base rate

determined by dividing annual salary rate by 2080.) Overtime rate to apply for services performed beyond the normal work schedule (Holiday/Sunday/Snow Removal and Emergency Call In). Any unit member who works snow removal, salting and/or sanding in preparation for snow shall receive double time for the hours worked only when such services are performed outside the scope of supervisory duties.

Unit members called in for emergency overtime will be guaranteed four (4) hours of overtime pay.

3. All normal overtime work within a building will be offered to regular full-time personnel of said building, before being undertaken by supervisory personnel. Overtime will be rotated on an equitable and practicable basis.

4. Unit members appointed as Head Custodians shall receive an annual lump sum payment of \$1500 for evening and weekend supervision of building projects. This payment is compensation for evening and weekend supervision and is not intended to replace any other overtime regularly available to members of this unit. The lump sum payment shall not be included in the calculation of overtime. It is the intent of the parties that this payment shall be pensionable but the parties recognize that any final determination regarding Final Average Salary (FAS) and pension calculations lies with the NYS Comptroller's Office.

B. Sick Leave

In accordance with Board policy, twelve (12) days per year are credited to each full-time employee. Appointments made subsequent to July 1 for twelve month employees shall be credited with a pro rata proportion.

Unused sick leave will be accumulated indefinitely.

Eligibility for sick leave shall not begin until the end of one (1) month's service in the District on a full-time basis, at which time the employee shall be credited with an advance bank of twelve (12) days, or with a pro rata proportion thereof depending upon the employee's date of hire.

For absences of less than a full day, there shall be no charge to sick leave if 50% or more of the normal work day is completed; and one-half (1/2) day shall be charged to sick leave if less than 50% of the normal work day is completed.

Absence due to serious illness in the immediate family (i.e., child, parent, husband, wife, sister, brother, mother-in-law, father-in-law, or any permanent member of the employee's household not otherwise specified herein), shall be charged on a day-for-day basis (not to exceed five (5) days) to the employee's existing sick leave allowance. Should there be insufficient or no accumulated sick leave, a maximum of two (2) days for illness in the immediate family may be charged, with the approval of the Superintendent, to the employee's available personal leave.

Employees who become sick with mumps, measles, chicken pox or German measles contracted from exposure to children in the District shall be granted sick leave for the duration of their illness without deduction from their sick leave.

Employees who are absent on leave of absence under Workers' Compensation as a result of injuries on the job shall receive credit for sick leave used to the extent that the District receives reimbursement through compensation or law suit.

Employees who utilize 2 sick days or less in a 12 month period shall have 2 days added to their accumulated sick leave at the beginning of the following school year.

C. Sick Leave-Retirement

One (1) day's pay for each four (4) days of accumulated, unused sick leave shall be paid at the rate of 1/260th of the final year's salary of the employee, subject to a maximum limitation of one hundred (100) paid days. This benefit will be paid to the estate or designated beneficiary of an employee who dies in service and is eligible for retirement at the time of death.

For employees hired after July 1, 2014, any full-time employee who has served in the District for twenty (20) years or more as a unit member shall have the option of converting one (1) day's pay for each four (4) days of accumulated, unused sick leave at the rate of one two-hundred sixtieth (1/260) of the current year's salary of the employee, subject to the maximum (lifetime) limitation of one hundred (100) paid days.

D. Sick Leave Bank

A Sick Leave Bank of 50 days for the sole purpose of catastrophic sick leave was established on July 1, 1998 to be used by unit members without salary deduction. Any unit member who has expended his/her accumulated sick leave shall present a doctor's note to the Superintendent of Schools and submit a written request approved by the president of the bargaining unit to utilize the bank. Upon approval of the Superintendent of Schools he/she shall be entitled to utilize the extended sick leave bank for catastrophic illness.

E. Personal Leave

Each full-time employee may be granted, without salary deduction, up to three (3) days of non-cumulative, personal leave during the school year for such purposes as observance of funerals (other than as provided for in "Compassionate Leave" below), religious holidays, house closings, college registration, birth of child to wife, weddings, involuntary court appearances, and any other purposes deemed valid by the Superintendent and as provided for in "Sick Leave" above.

Application for such leave must be submitted in duplicate to the Central Office, on the prescribed "Consolidated Leave Form", within five (5) days prior to the date of leave (except in cases of emergency or unforeseen circumstances). Any employee requesting personal leave shall be notified of the disposition by the building principal. Supervisors not assigned to a single building will be notified by the Assistant Superintendent for Personnel. All such dispositions shall be reviewed by the Superintendent.

It is expected that requests for such leave will not entail, unless absolutely necessary or unavoidable, a day immediately preceding or succeeding a weekend, vacation or holiday period.

Each full-time employee who uses three (3) or less sick days in any one fiscal year (July 1st – June 30th) may "cash in" up to three (3) unused personal days each year. Each full-time employee who uses six (6) or less sick days (but more than 3) in any one fiscal year (July 1st – June 30th) may "cash in" up to two (2) unused personal days each year. Such payment to be made at 1/260th of the employees annual rate of pay and will be made not later than August 15th.

F. Compassionate Leave

Each full-time employee shall be allowed, during the school year, up to five (5) days of leave for each death in the immediate family. Such leave shall be without salary deduction and shall not be deducted from the accumulated sick leave. Where the leave exceeds five (5) days, the excess (not exceeding two (2) days) shall be deducted from personal leave or, if no such personal leave is available, from accumulated sick leave.

G. Restoration of Health

Each full-time employee with three (3) years or more of service in the District may be granted by the Board, upon the recommendation of the Superintendent, a leave of absence without pay for purposes of restoration of health. Such leave shall not exceed one (1) school year in length and shall require certification by a school physician as to the necessity therefore. (A copy of such certification shall be forwarded to the Superintendent along with a letter of application for the leave). Wherever possible, employees, upon their return from such leave, shall return to the position held prior to the leave.

H. Childcare Leave

Upon application in writing, employees herein covered shall be granted a childcare leave of absence upon the recommendation of the Superintendent. It is expected that the employee will inform the Superintendent of the intended dates of leaving and returning as early as can be determined. Such leave shall be without salary and shall extend for a period of not more than two (2) years from its effective date. In the event, however, that a leave would otherwise expire after the

opening of school in September, the staff member may be required by the Superintendent to extend the leave until the next succeeding September 1.

All staff members, before being permitted to return to their respective duties, shall present a medical clearance statement from a physician.

Wherever possible, employees, upon their return from childcare leave, shall return to the building and position held prior to the leave.

I. Retirement

N. Y. S. Employees' Retirement System benefits in accordance with the improved non-contributory plan (sec. 75i) for Tier 1 and 2 members. Tier 3 and 4 members shall receive N.Y.S. Employees' Retirement System benefits as mandated by law.

J. Social Security

Available to all eligible employees.

K. Health Insurance

- a. All active employees hired prior to January 2, 2011 will participate in the statewide 90/85 plan, except those employees hired prior to July 1, 1982 will make an annual contribution of \$1,200 for the cost of the family plan. In the event the employee hired prior to July 1, 1982 switches to individual coverage, they shall contribute according to the 90/85 plan. All active employees hired after January 1, 2011 will participate in the statewide 85/85 health insurance plan. All active employees hired from outside of the District on or after July 1, 2014 will participate in the statewide 80/80 health insurance plan.
- b. Opt-Out Plan: Opt-Out Plan: Any unit member may elect to withdraw from the districts' health insurance plan. Unit members who withdraw from the health insurance plan must notify in the District by October 1st. The effective opt-out date will then be January 1st. Members of the unit who withdraw from the District's health insurance plan shall receive a flat amount of \$3,500 for withdrawal from the individual plan and \$5,000 for withdrawal from the family plan which payment shall be through payroll on an annual basis. Should there be a major life change the employee may re-enroll in either the individual or family health plan and the opt-out payment will be pro-rated accordingly.
- c. Employees who retire on or after July 1, 2007 and have 20 years of district service or more shall be entitled to retire under the 75/50 plan. For employees

who retire on or after July 1, 2007 and have less than 20 years of service they will be entitled to the 65/45 plan. Employees hired on or after July 1, 2014 must complete ten (10) years of district service in order to receive health insurance in retirement. Prior to the July 1, 2007 75/50 plan the District paid 65% of the premium for retiree health insurance coverage and 45% of the premium for eligible dependent coverage under the present plan for members of this unit and their eligible dependents if they retired prior to July 1, 2007. Payments of these aforesaid contributions by the District were effective as of July 1, 1987 for all retirees who retired or those who retired after June 30, 1982.

L. Dental Insurance

The District shall pay full cost of the dental insurance which includes orthodontia for full-time members of the staff and their dependents for the term of the contract: July 1, 2016 through June 30, 2020.

M. Disability Insurance

Available to eligible employees on a contributory basis. NOTE: Dollar amounts of disability reimbursements received by the District under this policy shall be converted into days of pay and re-credited to the employee's sick leave account (to be computed to the nearest 1/2 days).

N. Optical Insurance

The District shall pay the cost of an optical insurance plan, agreed to by the parties for members and their eligible dependents.

O. Other Terms and Conditions

Same as provided for under respective schedules of employees working under supervision of these supervisory personnel.

P. Conflict with Statues and Law

In the case where a provision in the contract is found to violate a statute, the District will either make the equivalent money available to the members, or will negotiate an equivalent replacement for such provision or part thereof with the CSEA Unit. In the event any provision hereof is in conflict with law or any statute now or hereafter in effect, the law or statute shall prevail but the balance of the contract shall remain in full force and effect.

However, in the event of a Federal or State freeze, or the establishment of Federal wage guideline, the District would not make the money equivalent available nor negotiate an

equivalent replacement since it would be illegal or directly contrary to State or Federal laws.

Q. Grievance Procedure

As provided for in Article VII, the parties hereby incorporate into and extend to this agreement the existing grievance procedure to permit the filing of individual, group, and CSEA grievances and, as the final step in the procedure, access to the Board, in conjunction with the other CSEA groups.

R. Annual Increments

Annual increments hereafter given shall be based upon satisfactory services as recommended to the Board by the Superintendent, Assistant Superintendent for Personnel, and Director of Facilities/Operations, and upon satisfactory Civil Service certification as required.

S. Promotions

District employees who are promoted to unit positions from positions within the custodial unit shall be placed upon the lowest salary step affording them a minimum of \$2,000 salary increase (exclusive of longevity).

T. Vacation

Vacation time with pay is earned as follows:

<u>Length of Service</u>	<u>Vacation with Pay</u>
First five (5) years	Two (2) weeks
After five (5) years	Three (3) weeks
After eleven (11) years	Three (3) weeks and one (1) day
After twelve (12) years	Three (3) weeks and two (2) days
After thirteen (13) years	Four (4) weeks
After twenty (20) years	Five (5) weeks

Vacation time may be taken during the course of the year. Prior approval must be granted for all vacation time by the Director of Facilities/Operations. A reasonable amount of time must be adhered to when requesting vacation time. If any member is unable to take his/her scheduled vacation during the work year due to some unusual district program, he/she may petition the Superintendent to rollover a specific number of vacation days to the following year. The Superintendent shall have final say in this matter.

Employees employed less than a normal work year shall earn vacation pro-rated at the rate of one-twelfth (1/12) of their annual vacation time due for each complete month worked (to be computed to the nearest one-half (1/2) day).

Employee rights to vacation will be based upon the anniversary date of employment.

In addition, each employee shall be entitled to fifteen (15) paid holidays per year, comprised of eleven (11) legal holidays plus four (4) other days, or a combination thereof as approved by the Assistant Superintendent for Personnel. The Buildings and Grounds Calendar shall also include additional paid religious holidays as provided in the School Calendar adopted by the Board.

Serious illness of the employee while on vacation, supported by acceptable documentation, will be charged to employee's sick leave account rather than to vacation, upon his/her application.

Death in the immediate family during a vacation period will be charged to compassionate leave in accordance with compassionate leave regulations, upon application.

Holidays designated on the Board of Education school calendar will not be counted as vacation days.

Article V. LEGISLATIVE ACTION

Section 204, Public Employees' Fair Employment Act: 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 VI. MISCELLANEOUS PROVISIONS

A. Mail Boxes: Mail boxes shall be available to the CSEA without censorship. Copies of boxed material shall be sent to the Director of Facilities/Operations at the time of boxing.

B. Bulletin Board Space: Space on one (1) bulletin board shall be reserved in each building for use by the CSEA for the purpose of posting informational material for the staff. The size and location of the space is to be determined in consultation with the building principal.

C. Distribution of Contract: The District agrees to reproduce sufficient copies of the final consummated agreement to be distributed to all members of the unit.

D. Legal Counsel: The District, pursuant to Section 3028 of the Education Law, shall provide legal counsel for, and pay legal fees and expenses necessarily incurred in, the defense of an employee in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the District while in the discharge of his or her duties within the scope of employment, provided such employee shall, within ten (10) days of the time he or she is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to the District.

Article VII. GRIEVANCE PROCEDURE

To enable employees to have an available procedure for the determination of grievances the

following regulations are established:

A. Definitions

As used herein the following terms shall have the following meanings:

1. "Employee" shall mean the CSEA or any person or group of persons employed by the school district, other than an independent contractor.
2. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the Board of Education, the school district or any department of either, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees; provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.
3. "Immediate supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who is normally assigned to exercise any immediate supervisory authority over the employee. In the event that the identity of the immediate supervisor be in question the identity shall be determined by the Director of Facilities/Operations.
4. "Days" Saturdays Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure, except where the term "Calendar Days" is used.

B. Declaration of Basic Principle

1. Every employee of this school district shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by one person of his/her own choosing at all stages of the grievance procedure.
2. Persons conducting the grievance hearings at the second and third stages may also have another member or members of the staff present to participate.

C. Hearing Rules

1. In a case where the grievance shall be directed against one who is authorized to conduct the second stage, the Superintendent shall designate a substitute, and in a case of the third stage where the grievance is against the

Superintendent, the President of the Board of Education shall designate a substitute.

2. No tape recorder or any other mechanical means of reproduction of voice or recording thereof shall be used, or allowed in the hearing room. Any exhibits shall be available to the employee during office hours in the office of the building principal in a second stage hearing, and in the office of the Superintendent in a third stage hearing. The exhibits shall not be furnished but shall remain in the custody and be available as aforesaid.
3. The grievance statement hereafter required to be filed shall not be amended or changed at any time, except in respect to obvious errors and omissions.
4. The building principal in the second stage and the Superintendent in the third stage may designate a deputy to conduct the hearing and make a determination and recommendation. Such deputy shall have all the powers of the person designating the deputy.

D. First Stage

1. An employee who claims to have a grievance shall present the facts of the grievance and relief desired to his/her immediate supervisor, orally, within ten days after the grievance occurs.
2. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation and consult with such other employees and members of the staff as the supervisor deems appropriate.
3. Within seven days after presentation of the grievance to him/her, the immediate supervisor shall make a decision and communicate the same to the employee presenting the grievance, or in a case where the employee has designated a representative, to such representative. If no decision shall have been made within said period, the first stage shall be deemed to have been waived.

E. Second Stage

1. If any employee presenting a grievance is not satisfied with the decision made by the immediate supervisor, or if the first stage shall be deemed to have been waived under "D-3" hereof, the employee may, within five days thereafter, or if no decision shall have been rendered as provided for under "D-3" within ten days after the presentation of the facts as in said "D-3" provided, request a review and determination of the grievance by the building principal (by the Director of Facilities/Operations for employees not assigned to school buildings). Such request shall be in writing and shall be known as

the "Grievance Statement", and shall contain (1) a clear and concise recital of the grievance; (2) the facts in detail upon which the employee intends to rely in support of this grievance statement; and (3) the relief requested. Such grievance statement shall be presented to both the building principal (or Director of Facilities/Operations, as above) and the immediate supervisor to whom the grievance was originally presented. Thereupon, and within five days after receiving such request, the immediate supervisor shall submit to the building principal (or Director of Facilities/Operations, as above) a written statement of his/her report to and reply concerning the grievance statement containing the specific facts and findings relating to it and his/her recommendations for the resolution of the grievance.

2. The building principal (or Director of Facilities/Operations, as above) shall upon receipt of a written request therefore from the employee, hold a hearing within five days thereafter. The employee, and the employee's representative, if any, may appear at the hearing and present oral and written testimony or arguments.
 3. With in five days after the close of the hearing or the submission thereof without hearing the building principal (or Director of Facilities/Operations, above) shall make his/her decision in writing including fact findings, conclusions and recommendations and give written notice thereof to the employee representing the grievance, or in a case where the employee has designated a representative, to said representative.
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F. Third Stage

1. If any employee presenting a grievance is not satisfied with the decision made by the building principal (or Director of Facilities/Operations, as above) the employee may, within seven days thereafter, request in writing a review and determination of the grievance by the Superintendent, setting forth in detail the respects in which the said decision is in error or unauthorized.

Such request shall be presented to the Superintendent, the building principal (or Director of Facilities/Operations, as above) and the immediate supervisor to whom the grievance was originally presented. Thereupon, and within five days after receiving such request, the building principal (or Director of Facilities/Operations, as above) shall submit to the Superintendent a written statement of his/her report and reply and the facts relating to it.

2. The Superintendent shall, upon receipt of a written request therefore from the employee, hold a hearing within five days thereafter. The employee, and the employee's representative, if any, may appear at the hearing and present oral and written testimony or arguments.

3. Within five days after the close of the hearing or the submission thereof without hearing the Superintendent shall make his/her decision in writing including fact findings, conclusions and recommendations and give written notice thereof to the employee presenting the grievance, or in a case where the employee has designated a representative, to said representative.

G. Fourth Stage (Appellate Stage)

1. If any employee presenting a grievance is not satisfied with the decision made by the Superintendent, the employee may, within seven days thereafter, request in writing a review and determination of his/her grievance by the Board of Education.
2. The Board of Education upon receipt of a written request therefore from the employee shall hold a hearing within thirty-five days as provided for in Article IV of this agreement; thereafter, the employee, and his/her representative, if any, may appear at the hearing and present oral and written testimony or arguments.
3. Within twenty days after the close of the hearing the Board of Education shall make its decision in writing including fact findings, conclusions and recommendations and give written notice thereof to the employee presenting the grievance or in a case where the employee has designated a representative to said representative. This decision shall be final and binding.

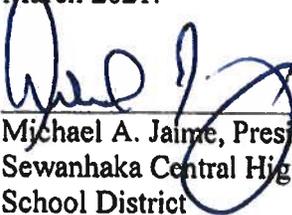
H. Disability and Delay

If during any period of time within which an employee is required to act in accordance with this procedure, such employee shall be ill, incapacitated or unaware of the action which could be the subject of a grievance under this procedure, or should the employee be so remote from the school district as to make it impractical to avail himself/herself of the procedure, the time within which to take action shall be deemed extended until the disability ceases, provided, however, that no such extension of time shall result in an extension of more than 60 calendar days of the aforesaid period of time.

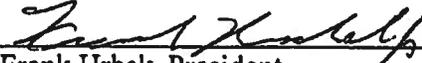
Article VIII. LAYOFF PROCEDURES

Layoff procedures will follow Civil Service Law as it refers to these supervisory employees.

IN WITNESS THEREOF, the parties hereunto have set their hands and seals this ____ day of March 2021.



Michael A. Jaime, President
Sewanhaka Central High
School District
Board of Education



Frank Hrbek, President
Association of Head Custodians
and Maintenance Supervisors Unit



James J. Grossane, Ed.D.
Superintendent
Sewanhaka Central High
School District

 3/24/21

Thomas Michon
Labor Relations Specialist
CSEA Local 1000, AFSCME, AFL-CIO

SCHEDULE A

2020 – 2021

SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT
BUILDING AND GROUNDS SUPERVISORY PERSONNEL SALARY SCHEDULE

Step HEAD No. CUSTODIAN		Step MAINTENANCE No. SUPERVISOR	
1	\$ 76,240	1	\$ 64,574
2	78,693	2	66,372
3	81,137	3	68,165
4	83,583	4	69,965
5	86,033	5	71,762
6	88,480	6	73,558
7	90,930	7	75,356
8	93,378	8	77,154
9	93,378	9	86,273
10	93,378	10	86,273
11	93,378	11	86,273
12	93,378	12	86,273

Longevity payments 13, 20, & 30 are for district service only.

13	\$ 94,376	13	\$ 87,271
20	95,265	20	88,160
30	95,931	30	88,826

The established differential between the Head Custodian and the Maintenance Supervisor of \$ 7,000 has been built into the salary schedule and longevity steps.