AGREEMENT

by and between the BOARD OF EDUCATION

of the SCARSDALE UNION FREE SCHOOL DISTRICT

and
CSEA, Local 1000 AFSCME,
AFL-CIO



Scarsdale UFSD Custodial, Grounds & Maintenance Unit #8223-00 Westchester County Local 860

July 1, 2022- June 30, 2026

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ARTICLE 1 – RECOGNITION OF THE ASSOCIATION

The Board recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO as the sole and exclusive representative for all full-time and part-time employees of the custodial/cleaners, grounds and maintenance staff employed by the Board, for the purpose of collective negotiations with the Board in determination of the terms and conditions of employment and in respect to the administration of grievances arising under this Collective Bargaining Agreement, as provided in Article 14 of the Civil Service Law. For the purposes of this Collective Bargaining Agreement, the terms part-time employee shall mean any employee who works 50% or more of the regularly scheduled workweek, but less than full-time. The term "employee" or "employees," when used hereinafter in this Agreement, shall refer to plant staff employees included in the negotiating unit as above defined.

ARTICLE 2 - SALARY

- A. The salary schedule for the 2022-23 school year is attached as reflecting a 1.75% increase. A new Step 7 shall also be added which shall be 0.75% above Step 6.
- B. The salary schedule for the 2023-24 school year is attached as reflecting a 1.65% increase. A new Step 8 shall also be added which shall be 0.75% above Step 7.
- C. The salary schedule for the 2024-25 school year is attached as reflecting a 1.60% increase.
- D. The salary schedule for the 2025-26 school year is attached as reflecting a 1.50% increase
- E. Salary Schedule Column Assignment

Employees assigned to the positions listed below shall receive an annual base wage in accordance with the corresponding salary column and appropriate step level within the columns.

POSITION	SALARY COLUMN
Cleaner	A
Custodian/Groundsmen	В
Buildings	C
Carpenter	C
Electrician	C
Maintenance Mechanic	C
Plumber	C
Boiler Mechanic	C
Elementary Head Custodian(s)	D
Middle School Custodian	E
Grounds Head	F
High School Head Custodian	G
Head of Maintenance	H

F. Salary Differentials for Night Cleaner In-Charge, Boiler Room Custodian, Maintenance Mechanic, Head of Maintenance, Groundsmen, Head of Grounds

i) An annual salary differential payment shall be granted in the amount of fifteen hundred dollars (\$1,500.00) to employees assigned to the positions in the schools listed below, in part, to compensate them for work responsibilities performed outside the work day:

Night Cleaner In-Charge: Middle School, Sr. High Boiler Room Custodian: Middle School, Sr. High

ii) An annual salary differential payment in the amount of nine hundred sixty-five dollars (\$965) shall be granted to employees assigned to the positions listed below, in part, to compensate them for work responsibilities performed outside the work day:

Head of Maintenance Maintenance Mechanic Head of Groundsmen Head Custodians

Appointment to the above positions and the payment of such differential shall be on an annual basis upon the recommendation of the Superintendent of Schools and subject to the approval of the Board.

G. Longevity Steps

All longevity increments shall be increased annually in the same amount as the annual salary increase as set forth in Article II, Sections A-D.

During each year of this contract longevity steps shall be:

1. After six (6) years of consecutive service in Scarsdale, a longevity increment of six hundred dollars (\$815.00) shall be added to the base wage.

2022-2023	\$829.00
2023-2024	\$843.00
2024-2025	\$856.00
2025-2026	\$869.00

2. After ten (10) years of consecutive service in Scarsdale, a longevity increment of twelve hundred dollars (\$1,629.00) shall be added to the base wage.

2022-2023	\$1,658.00
2023-2024	\$1,685.00
2024-2025	\$1,712.00
2025-2026	\$1,738.00

3. After fifteen (15) years of consecutive service in Scarsdale, a longevity increment of nineteen hundred dollars (\$2,577.00) shall be added to the base wage.

2022-2023	\$2,622.00
2023-2024	\$2,666.00
2024-2025	\$2,708.00
2025-2026	\$2,749.00

4. After twenty (20) years of consecutive service in Scarsdale, a longevity increment of twenty-seven hundred dollars (\$3,663.00) shall be added to the base wage.

2022-2023	\$3,727.00
2023-2024	\$3,789.00
2024-2025	\$3,849.00
2025-2026	\$3,907.00

5. The longevity increments referenced above are non-cumulative in nature. During the initial fiscal year of employment, employees who begin service between July 1 and December 31 will be credited with a full year of service as of the following June for the purpose of determining their eligibility for moving to the next level or a longevity increase. Employees who begin service between January 1 and June 30 will not receive any credit for such service as of June 30 with respect to determining their eligibility for moving to the next level or a longevity increase.

Except as otherwise provided in the paragraph immediately above, each employee will be moved annually to the next level on the employees' salary schedule during his employment by the Board until he reaches the top level on the salary schedule. However, the amount of annual salary designated at each appropriate level and column on the salary schedule shall be subject to collective negotiations between the parties.

- H. Pesticide Stipend An employee with a pesticide license, who works in that capacity for the District, shall receive an additional \$350 annually.
- I. Electrician Stipend An annual stipend of five thousand dollars (\$5,000) shall be paid to the unit member who is assigned as the licensed Electrician of the District. Additionally, the member shall be reimbursed for coursework necessary for license renewal upon provision of receipt(s) outlining the cost and payment for such coursework as well as all mandated Westchester County Electrical License Fees.
- J. Effective with the 2018-2019 school year, a stipend of \$650.00 will be paid to each member of the bargaining unit who successfully completes the District training programs related to CPR, AED, and First Aid. Such stipend shall be paid within two (2) payroll periods following the completion of both training programs. When such training is provided during work hours no leave time shall be charged. When such training shall be provided will be in the discretion of the District.

ARTICLE 3 – OVERTIME ASSIGNMENTS AND PAY

A. Overtime Assignments

In the interest of providing service to the School District and to the Village and Community groups using school facilities and in certain instances to provide necessary cleaning and/or maintenance of school buildings, overtime work may be required of each employee assigned to the custodial, grounds and maintenance staff of the School District. Each employee is expected to work a reasonable amount of overtime that may be necessary to operate and maintain the school buildings and to serve the School District and the Village and community groups using school facilities.

The Assistant Superintendent for Business and Plant Services, or his designee, will endeavor to distribute available overtime work as equally as practicable on the following basis: among custodial staff employees as required within each separate school building; among grounds staff employees, as required, within the School District; and among maintenance staff employees, by job skill required, within the District.

Head Custodians, because of their knowledge of the buildings and their job responsibility, may reasonably be required to work certain additional overtime assignments in order to provide adequate service to those using the facilities or to complete the necessary cleaning and maintenance services. Employees who have worked for the Board twelve (12) months or less may be included in the overtime assignments to the extent deemed advisable by the Assistant Superintendent for Business and Plant Services, or his designee.

During a snow emergency, as declared in the sole discretion of the Director of Plant and Facilities, a sufficient number of members of the unit, as determined by the Director of Plant and Facilities, shall be required to work overtime. Unit members previously approved for vacation or personal leave shall not be required to work overtime pursuant to this paragraph. Guidelines for the administration of this paragraph shall be discussed and agreed to by the Labor Management Committee.

The Scarsdale UFSD Storm/Weather Event Procedure shall be added to the Collective Bargaining Agreement as Exhibit D.

- B. Employees assigned to work on an overtime basis between 2:00 a.m. and 6:00 a.m. Monday through Saturday will be compensated at twice their normal hourly rate.
- C. Employees assigned to work on an overtime basis between 6:00 a.m. and 2:00 a.m. the following day, Monday through Saturday will be compensated at one and one-half times their normal hourly rate.
- D. Employees assigned to work on an overtime basis on Sundays or days designated as holidays will be compensated at twice their normal hourly rate.
- E. If any employee is called back and requested to work during a time that he would normally be off, he will be guaranteed a minimum of four hours work and paid overtime in accordance with conditions set forth in paragraphs B, C and D above. This call back

provision does not apply to any overtime assignment which is contiguous with the employee's regular workday.

F. Overtime shall be paid for hours worked in excess of the standard work week hours set forth in Exhibit A. During the period when summer hours are in effect in accordance with Article 4(C), overtime pay shall be paid for hours worked in excess of the standard summer work week total hours.

G. Compensatory Time Off for Overtime Work

An employee who is assigned to work on an overtime basis for school plant maintenance, custodial services and/or grounds services may request compensatory time instead of receiving pay. Compensatory time off will be calculated at the appropriate overtime rate times the actual clock hours of overtime worked. Compensatory time off must be mutually acceptable to both the employee and the Assistant Superintendent for Business and Plant Services or his designee and approved in writing.

An employee may not have more than six (6) days of accruals at any given time. All compensatory time shall be used within one (1) year of accruals. A maximum of six (6) days compensatory time may be granted each year. Compensatory time must be utilized in the year in which it was accrued and shall not be carried over year to year. Compensatory time will be used only after all vacation days are scheduled, and cannot be used to extend vacation.

ARTICLE 4 - WORKWEEK/ELIGIBILITY FOR BENEFITS

A. Full-time Employees

The regular number of weekly hours to be worked by the employee is set forth in Exhibit A annexed hereto and hereby made a part of this agreement.

Those employees who actually work on a day when school is officially closed due to inclement weather shall receive a compensatory day(s) which will be added to his/her vacation leave.

Full-time employees are eligible for all fringe benefits contained herein.

Summer hours will be in place for at least seven (7) weeks during July and August of each school year, with the weeks to be determined by the Superintendent. The number of hours worked in any such week will be at most a total of 35 hours per week in a four-day work week. (Those employees scheduled to work the school year at 40 hours shall have a summer schedule of 35 hours; those employee's scheduled to work the school year at 37.5 hours shall have a summer schedule of 33 hours.) The District will have discretion to set the work week for the unit members to different four day week (i.e., Monday to Thursday, Tuesday to Friday) in order to have coverage for all five days of the week other than Saturday and Sunday. Notice of a unit member's summer hours schedule will be given to the unit member no later than May 15th,

B. Part-time Employees

- 1. Working less than 50% of the hours set forth in Exhibit A receive no benefits.
- 2. Working 50% or more, but less than 60% shall receive individual coverage for medical, dental and vision benefits.
- 3. Employees working 60% or more shall be eligible for family medical coverage and family coverage for dental and vision benefits.
- C. <u>Uniform Allowance and Work Shoes -</u> Commencing with the 2022-23 school year, each unit member shall receive an annual stipend of \$450 for uniform cleaning and work shoes. This shall be paid in two installments of \$225 each, one prior to December 31 and one prior to June 30.

It is understood that the District shall provide each unit member on an annual basis with five (5) sets of uniforms (shirts, cargo pants and t-shirts) and 2 sweatshirts. Winter jackets shall also be provided for the Grounds staff on an as-needed basis, but not more frequently than annually.

ARTICLE 5 – TEMPORARY WORK ASSIGNMENT AND RATE OF PAY

A. When an employee is assigned by the Assistant Superintendent for Business and Plant Services or his designee and directed in writing to perform the total duties of the higher pay classification on a regular basis for a period of three (3) to twenty (20) days, he/she will be paid at the additional daily rate in the appropriate classification as follows:

	Revised Base	22-23	23-24	24-25	25-26
Mechanic to Head of Maintenance	\$32.46	\$33.03	\$33.57	\$34.11	\$34.62
Grounds to Head of Grounds	\$44.93	\$45.72	\$46.47	\$47.21	\$47.92
Custodian to Head Custodian H.S.	\$53.82	\$54.76	\$55.67	\$56.56	\$57.40
Custodian to Head Custodian M.S.	\$44.93	\$45.72	\$46.47	\$47.21	\$47.92
Custodian to Head Custodian E.S.	\$27.09	\$27.56	\$28.02	\$28.47	\$28.89
Cleaner to Custodian	\$20.47	\$20.83	\$21.17	\$21.51	\$21.83
Cleaner to Night Cleaner in Charge	\$6.18	\$6.29	\$6.39	\$6.49	\$6.59
Custodian to Boiler Person	\$6.18	\$6.29	\$6.39	\$6.49	\$6.59

B. All daily rates shall be increased annually in the same amount as the annual salary increase as set forth in Article #2, Sections A-D.

- C. When an employee is assigned by the Assistant Superintendent for Business and Plant Services or his designee and directed in writing to perform duties of the higher pay classification on a regular basis for a period that will be over twenty (20) days, or not listed above he/she will be paid in the appropriate classification which is immediately higher than the rate of pay he/she will be paid in his/her regular occupied classification from the commencement of service in that assignment.
- D. Employees assigned on an ad hoc basis to direct traffic during arrival and/or dismissal times, shall be paid an additional \$8.33 for each day on which such traffic duties are performed.

ARTICLE 6 - SATURDAY SECURITY WORK ASSIGNMENT

A. A custodian in the Senior High School may be assigned on a regular work schedule of forty (40) hours per week (eight (8) hours per day) for five (5) consecutive days, beginning each work week on Tuesday in the forenoon and ending on Saturday in the afternoon. The hours to be worked will be from 7:30 a.m. to 4:30 p.m. on Tuesday through Friday, with a one hour lunch period and from 8:00 a.m. to 4:30 p.m. on Saturday with one-half hour lunch period.

When summer and school break hours are in effect, the hours to be worked will be from 7:30 a.m. to 4:00 p.m. on Tuesday through Friday with one-half hour lunch period and from 8:00 a.m. to 4:30 p.m. on Saturday with one-half hour lunch period.

B. The custodian assigned to this work schedule will be the last man appointed to a daytime position of custodian in the Senior High School. Other daytime custodians from the Senior High School may request assignment to the Tuesday through Saturday work schedule; however, the Board reserves the right to make the final decision between the first man assigned to the daytime custodial position and the other daytime custodians requesting assignment to the Tuesday through Saturday work schedule.

ARTICLE 7 - PAY PERIOD AND PAY DATES

- A. The Board will pay employees on a bimonthly basis. When payday is a Friday, night custodians will receive their paychecks no later than the end of the work shift on the immediate preceding Thursday.
- B. Overtime work shall be paid on a biweekly basis. Payments will be made in accordance with the pay schedule outlined above provided, however, that each employee submits his overtime time sheet to the Business Office by the 3rd working day following the close of the period. Any time sheets received after the 3rd working day after the close of the pay period will be processed in the next succeeding pay period.

<u>ARTICLE 8 – RETIREMENT PROVISIONS - NEW YORK STATE EMPLOYEE</u> RETIREMENT SYSTEM

A. The Board will continue to provide:

The Guaranteed Retirement Benefits Plan pursuant to Retirement and Social Security Law, Section 751. (Twenty (20) year Career Plan). This plan applies to employees in Tier I and II only.

- B. The application of unused sick leave as additional service credit up to a maximum of 165 days upon retirement pursuant to Retirement and Social Security Law, Section 41J.
- C. The Guaranteed Minimum Death Benefit pursuant to Retirement and Social Security Law, Section 60B.
- D. Upon the death of an employee or separation from service, the employee's earned unused vacation time shall be computed and paid on a pro-rata basis as follows: the number of vacation days to which the employee is entitled under paragraph A through H of this Article shall be multiplied by the number of months worked by the employee during the fiscal year involved, and the product shall be divided by twelve. Fraction of days of one-half or more shall be counted as full days and fractions less than half a day shall not be counted. The employee shall give at least forty-five (45) days prior written notice of his or her intended retirement or other separation from the service of the Board.

ARTICLE 9 – HOSPITALIZATION PROGRAM

A. For the year 2021-2022, Bargaining Unit Members shall contribute 5.50%. of the applicable COBRA premium (individual or family, as appropriate) through payroll deduction. Effective July 1, 2023, Bargaining Unit Members' contribution will increase 0.50% to 6.00%. The District shall provide, to the extent permitted by law, a qualified IRS Section 125 Plan permitting for health insurance payments of this nature to be contributed pre-tax. In 2024-25 and 2025-26 school years, such premium contribution shall increase by no more than one (1.0%) percent above the prior year's contribution rate, capped at a maximum of 7% during the life of the Contract.

To be eligible for health insurance at District cost into retirement with the State Retirement System, a member of the bargaining unit, who has or will retire, and who is presently covered by the District's health insurance plan must have served at least ten (10) years of continuous service with the District. Members who commence employment on or after July 1, 2007, shall be eligible for health insurance in retirement after twelve (12) years of continuous service in Scarsdale School District.

Effective July 1, 2020, the following contribution amounts for health insurance in retirement will be made:

After 12 full years of service through 19 full years of service

5%

• 20 full years of service through 29 full years of service

3%

Such coverage will be provided under the Scarsdale self-insured health insurance plan. "The CSEA hereby accepts the current health insurance program, with rates and copayments as established by the November 18, 2002 letter written by the School District. This letter reflects changes to the health insurance program effective January 1st of each year up to January 1, 2007. Thereafter, in the event a successor agreement is not reached prior to the implementation of any changes in the Plan the CSEA will be given advanced notice of any such changes which shall be consistent with the Plan as made available to the members of the Teacher's bargaining unit. The Union agrees to participate in the District wide subcommittee of the District Health Insurance Advisory Committee. This subcommittee will advise the Teacher's Association of its concerns pertaining to the negotiation of the health insurance plan for the entire School District."

B. Effective with employees commencing employment on or after July 1, 2007, a member's spouse (domestic partner) who is eligible for health insurance coverage at his/her place of employment where the employer pays 80% or more of the cost of health insurance will not be eligible for full coverage under the Scarsdale Plan. The Plan will continue coordination of benefits for any such spouse (domestic partner). Such spouse (domestic partner) may participate in the Plan by paying an amount equal to the premium equivalent at the individual rate. If the teacher has dependents on the District plan, then they must also be enrolled in the spouse's plan for the purpose of coordination of benefits. Each member with family coverage affected by this provision will be required to complete an enrollment form specifying the spouse's (domestic partner's) employer and coverage availability. Such certification shall require that the member must notify the District if the spouse (domestic partner) changes employers or employment status including access to health insurance and/or the employer's contribution rate and must provide a new certification.

ARTICLE 10 - BENEFIT FUND

Employees of this bargaining unit shall receive family dental and family vision insurance benefits and any other insurance benefits that may currently be provided through the Scarsdale Teachers Association, Inc. Benefit Trust Fund.

ARTICLE 11 - LIFE INSURANCE

The Board will provide for each full-time active employee a \$75,000 term group life insurance policy for the duration of the Agreement. The Board will pay the full cost of the life insurance benefit.

The death benefit shall be subject to the terms of the Plan.

Coverage pursuant to this Article shall not apply to employees until they have completed three (3) months of service.

ARTICLE 12 – SICK LEAVE

A. <u>CUMULATION</u>

The paid sick leave policy for all full-time employees shall be:

YEARS OF SERVICE	DAYS GRANTED ANNUALLY	MAXIMUM CUMULATIVE
1	12	12
2	12	24
3	12	36
4	12	48
5	20	60
6	20	80
7	20	100
8	20	120
9	20	140
10	20	160
11	20	180
12	20	200

In the first year of service, employees employed between January 1 and June 30 will be granted ten (10) days sick leave and maximum cumulative sick leave not to exceed six (6) days.

After completion of twelve (12) years of service, sick leave will be granted at the rate of not more than twenty (20) days a year to the extent necessary within such limitations, to maintain the maximum cumulative leave of two hundred (200) days. "Long term sick leave will run concurrent with FMLA."

For illnesses of one (1) through five (5) consecutive working days, the employee shall certify his/her own illness. However, when the Director of Plant and Facilities has reason to believe that the employee has shown an apparent pattern of abusing sick leave, the employee must be first notified in writing and a meeting must take place between the Director of Plant and Facilities, the employee and the CSEA Unit President or his/her designee to notify the employee that the Director of Plant and Facilities suspects the employee has established an apparent pattern of abusing his/her sick leave. At that time, the employee will be notified by the Director of Plant and Facilities that a physician's statement may be required as proof of illness for any subsequent absence due to illness. For illness of six (6) through nineteen (19) consecutive working days, the employee shall, upon his/her return to work, furnish the Director of Plant and Facilities with a certificate from a physician. For each succeeding period of twenty (20) consecutive days of further illness, the employee shall furnish the Director of Plant and Facilities with a physician's statement.

B. REGULAR SICK LEAVE BANK

1. A Sick Leave Bank of one hundred sixty (160) days will be established by the Board for use by employees represented by the Association. A committee of three (3) Association members shall be established to administer the Sick Leave Bank in a reasonable manner.

In order to be eligible for the Sick Leave Bank, an employee must contribute one (1) sick day per year. An employee may be granted up to twenty-five (25) Sick Leave Bank days during a school year, commencing July 1 through June 30 by the Sick Leave Bank Committee. "Effective July 1, 2014 access limited to employees with more than one (1) year of service."

2. If the Sick Leave Bank is totally expended during the school year, no additional days shall be contributed to the Sick Leave Bank by the Association or the Board. The Board will not grant additional sick days with pay to employees represented by the Association who have totally used their individual sick leave allocation.

C. SPECIAL SICK LEAVE BANK

- 1. A Special Sick Leave Bank is to be established by the Board as of July 1, 1986 for use by employees of the Association who have been deemed injured while performing their assigned duties and have used up all of their personal sick leave and have been granted twenty (25) additional days through the regular Sick Leave Bank.
- 2. A committee of six (6) individuals, three (3) Association members and three (3) Board designees shall be established. The committee shall determine if the employee who has filed a Workers' Compensation claim resulting from an injury while allegedly performing his assigned job duties has evidence to prove that said injury in fact did occur while performing his assigned job duties. If such evidence is acceptable to a majority of the committee, the committee may award up to a maximum of thirty (30) Special Sick Leave Bank days to the individual.
- 3. If the Workers' Compensation Board payments are returned to the District, the District shall restore sick days first to the employees' personal sick leave account on a day for day basis, then to the regular Sick Leave Bank and then to the Special Sick Leave Bank.
- 4. A committee of six (6) individuals, three (3) Association members and (3) Board designees, be established to interview and determine the work responsibilities of the member and if modified duty is an option to return to work.

ARTICLE 13 – MEDICAL EXAMINATION

The Board of Education shall pay only for medical examinations required by the Board according to the following schedule:

- A. Medical examination performed by a school physician will be paid in full.
- B. The cost of a medical examination, including x-rays performed by the employee's personal physician will be reimbursed up to a maximum of \$100.00 for each member of the unit not reimbursed therefore by the individual's health insurance plan.
- C. Medical reports required for new employees by the District will be maintained as confidential information in the employee's personnel folder.

ARTICLE 14 - PERSONAL LEAVE

- A. Personal leave days with pay to a maximum of five (5) days annually will be granted to employees for the following reasons:
 - 1. Legal matter Residence transaction, court appearance, appearing for a Workers' Compensation hearing, IRS matter, other legal matter;
 - 2. Religious holiday;
 - 3. Family event wedding, graduation, birth, moving of household, other family events;
 - 4. Illness in Immediate Family, as defined below;
 - 5. Medical appointments;
 - 6. Household/automobile emergency;
 - 7. Death of a friend or person not in the immediate family, as defined below;
 - 8. One day can be taken for personal business which cannot be conducted outside the normal workday.

All unused personal leave days shall be forwarded to sick leave at the end of each fiscal year.

- B. Absence for death in the immediate family may be authorized by the Superintendent or his/her designee with pay up to a maximum of five (5) additional days.
- C. Immediate Family Situations

Death in Immediate Family defined as:

Spouse

Mother/Father-in-law

Child Parent Sister/Brother-in-law Son/Daughter-in-law

Brother/Sister

Grandparents/Grandparents-in-law

ARTICLE 15 – ABSENCE FOR JURY DUTY

- A. Absence for jury duty shall be excused with no salary deduction and shall not be charged against the employee's allowable leave under any other section of this Agreement.
- B. Employees who are summoned to jury duty shall inform the Personnel Office of such summons on the first working day following receipt of the summons. If the School District requests a cancellation or change of date of jury service, the employee shall cooperate with such request. Employees who fail to comply with the provisions of this Article shall receive no salary for school days missed on jury duty.

ARTICLE 16 - VACATION LEAVE

Paid annual vacation for all full-time employment will be:

- A. During the initial year of employment one (1) day per month of employment but not to exceed ten (10) days of paid vacation leave.
- B. After one (1) year of continuous service ten (10) days of paid vacation leave.
- C. After three (3) years of continuous service thirteen (13) days of paid vacation leave.
- D. After five (5) years of continuous service sixteen (16) days of paid vacation leave.
- E. After eight (8) years of continuous service seventeen (17) days of paid vacation leave.
- F. After ten (10) years of continuous service twenty (20) days of paid vacation leave.
- G. After fifteen (15) years of continuous service twenty-two (22) days of paid vacation leave.
- H. After twenty (20) years of continuous service twenty-four (24) days of paid vacation leave.

Vacation leave shall be calculated as of June 30th. After one (1) year of continuous service, employees who were employed between July 1 and December 31 of the initial year of employment shall be granted credit for a full year of service as of June 30th for the purpose of determining their eligibility for annual vacation leave benefit. Employees will not be granted vacation during the two (2) weeks leading up to the first student contact day of the school year.

An employee who is terminated during his first year of employment, pursuant to Article 22 or by way of statutory procedure, shall not be eligible to be paid for accrued but unused vacation time.

ARTICLE 17 – HOLIDAYS

All full-time employees will receive sixteen (16) paid holidays per year.

The District can change holidays if the calendar is changed due to exigent circumstances (i.e. weather) except for the following:

Independence Day
Labor Day
Yom Kippur/Rosh Hashanah
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day

Four (4) additional holidays will be scheduled at the convenience of the Board. The calendar of paid holidays for the employees for the school year 2007-08 is listed in Exhibit B and attached hereto.

In addition to the above, unit members shall also have Juneteenth as an additional paid holiday in those school years in which Juneteenth is celebrated as a school closure for students.

ARTICLE 18 - CHANGE IN WORK RULES OR CONDITIONS

The Board will notify CSEA not less than five (5) working days in advance of any change in personnel rules or working conditions, except where, in the judgment of the Board, such changes are required due to an emergency. An opportunity will be given to CSEA to review the impending change prior to implementation. However, the Board shall have the right to make the final determination of personnel rules and working conditions not inconsistent with the express provisions of this Agreement.

ARTICLE 19 – SENIORITY

A. Seniority – Changes of work Shift and Building Assignment

Involuntary transfers of any employee from one building to another building will not be made on a punitive basis. In the event that a transfer is contemplated by the District, a meeting shall take place among a committee consisting of any affected employee, the Union (includes the unit president and his designee) and the District (includes the Assistant Superintendent for Business and his designee) to discuss the transfer and its affect(s) on the employees, the unit and the District.

Following a meeting of the committee, the decision to transfer rests with the Assistant Superintendent for Business. Consideration will be given when making such transfers to an employee's ability, relationships with other employees and students, position openings, district-wide seniority (determined from the date of full-time hire) and the needs of the

School District. The Assistant Superintendent for Business following a meeting of the committee will notify in writing all affected parties (including affected employees, unit president, unit vice president) of the District's decision. If a decision is made to transfer, the transfer will take place as soon as practicable after the receipt of written notice.

B. Seniority - Choice of Vacations

Seniority from the date of hiring will prevail for the purpose of the employee's choice of vacation. Seniority will be established and maintained (i) for custodians - within each separate building, (ii) for grounds staff - within the school district and (iii) for maintenance staff within the school district.

C. <u>Seniority – Promotional Opportunities</u>

If in the judgment of the Assistant Superintendent for Business and Plant Services or his designee that two (2) or more employees in the competitive or noncompetitive class are equally qualified for a promotional opportunity, including meeting all applicable Civil Service Requirements and Regulations, the promotion will be made on the basis of seniority.

D. In the event of layoffs among employees in the non-competitive or labor classes, the District shall make every effort to lay off employees in the inverse order of hiring. (It is understood that the decision of the District shall not be subject to the grievance procedure as set forth in this Agreement).

ARTICLE 20 – POSTING NOTICES

Notices of all permanent job openings will be sent to building principals, and head custodians, head of maintenance and head of grounds with a request to post said notice on the CSEA bulletin boards specified in Article 27 ("Bulletin Board Space") not later than two (2) weeks prior to filling the position except when it may become impracticable to do so. Although employees in the employ of the Board at the time a permanent vacancy occurs will be given consideration in filling such vacancy, the CSEA acknowledges that promotions and the filling of job vacancies are the prerogatives of management and are made on the basis of the judgment of the Board, or its designee, as to the applicant's ability, district-wide seniority, competence, integrity and the best interests of the School District. Notices of job openings not posted or removed from the bulletin board by unauthorized person(s) shall in no way limit the Board's authority to appoint an individual to the vacant job. A copy of the job opening notice will be forwarded to the president of the unit at the same time posting distribution is done.

ARTICLE 21 – EMPLOYEE PROTECTION

The Board will provide for cost and attorney's fees for actions against, or prosecutions of, employees in accordance with the subject to the provisions of Education Law, Section 3028, time lost by an employee in required court appearance with respect to any action or proceeding covered by this article will not be charge against the employee.

ARTICLE 22 – EMPLOYEE SUSPENSION OR REMOVAL APPEAL PROCEDURE NON-COMPETITIVE AND LABOR CLASS EMPLOYEES

Where an employee in the non-competitive or labor class who has completed at least twelve (12) consecutive months of satisfactory services in the School District is suspended and/or removed by action of the Assistant Superintendent for Business and Plant Services, he may appeal such action to the Superintendent of Schools. He may be represented in such appeal by a representative of the CSEA. Such appeal must be made in writing by the employee within seven (7) working days after he receives his notice of suspension or removal. The Superintendent of Schools will make his recommendations to the Board within ten (10) working days after receiving the appeal. The determination of the matter by the Board will be final and conclusive.

Where an employee is hired after July 1, 2014 in the non-competitive labor class who has completed at least three (3) consecutive years of satisfactory services in the school district is suspended and/or removed, may appeal such action.

ARTICLE 23 – TIME OFF TO ADJUST GRIEVANCES

The employee selected as chairman of the CSEA grievance committee will be permitted time off from work for the purpose of adjusting employees' grievances under this Agreement. Before such employee leaves his regular job duties, he must receive permission from the Assistant Superintendent for Business and Plant Services, or his designee, which permission will not be unreasonably withheld, and thereafter inform his immediate supervisor. The granting of any such permission shall be on condition that such time off shall not interfere with his work duties or work performance. Any other officer or member of the unit who wishes to leave his place of assignment during working hours for the purpose of conducting unit business must request and receive permission from the Assistant Superintendent for Business or his designee.

ARTICLE 24 – CSEA ADMITTANCE TO FACILITIES

The President of the Westchester Local of the CSEA or his officially designated representative, or the assigned Labor Relations Specialist, whose name shall be registered with the Assistant Superintendent for Business and Plant Services, will be permitted to enter the School District premises for the purpose of administering the terms and conditions of this Agreement provided, however, that such person shall first obtain approval from the Assistant Superintendent for Business and Plant Services, or his designee, to enter the particular building and shall further observe all other security regulations of the Board upon entering the premises and provided further that there shall be no interference with normal operations as a result of such visits. Such approval generally will not be withheld for more than twenty-four (24) hours after the request is made to enter the premises by the properly authorized official.

ARTICLE 25 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: Any dispute arising concerning the interpretation of the express terms of this Agreement shall be subject of a grievance and shall be processed in accordance with the following procedure, except that the term "grievance" shall not apply to the schedule of salaries and rates of pay and the classification of jobs or to any matter as to which (i) a method of review is prescribed

by law or any rule or regulation having the force and effect of law, or (ii) the Board is without authority to act.

<u>Section 2:</u> When a dispute arises, the employee involved will meet informally with the Plant Manager to resolve the issue before instituting a grievance under Section 3 below.

<u>Section 3:</u> If the dispute is not resolved informally under Section 2, a grievance of an employee shall be presented in writing by the employee concerned to the Assistant Superintendent for Business and Plant Services within ten (10) working days from the occurrence of the cause giving rise to complaint or of actual or constructive notice thereof. Failure to present a written grievance within the time limit provided in this section shall constitute a waiver thereof.

<u>Section 4:</u> In the event such grievance is not resolved at the preceding step of the grievance procedure, within five (5) working days from such presentation, it shall then be presented, in writing, by the CSEA to the Superintendent of Schools, or his designee.

<u>Section 5:</u> In the event such grievance is not satisfactorily adjusted at the preceding step of the grievance procedure within five (5) working days from such presentation, then the CSEA shall present the same in writing to the Board for settlement.

Section 6: If the CSEA fails to proceed within any of the stated time periods provided for in this procedure, then the CSEA and the aggrieved employee shall be committed to the position of the Board (or the Assistant Superintendent for Business and Plant Services or the Superintendent of Schools, or his designee, as the case may be) as last stated by it or any of them.

Section 7: In the event that such grievance is not disposed of under Section 5, the Board of the representatives of the CSEA, not later than thirty (30) working days after presentation under Section 5, shall have the right to submit the issue to arbitration before an impartial arbitrator. The submission shall include a brief statement setting forth precisely the express provision to be interpreted by the arbitrator, a statement of the issues to be decided by the arbitrator and the relief sought. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the file, statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's interpretation of the express provision of this Agreement submitted. The arbitrator shall limit his decision strictly to the interpretation of the express provisions of this Agreement submitted to him and he shall be without power or authority to modify, amend, add to or subtract from any of the provisions of this Agreement or to issue any decision or award limiting or interfering with the exercise of the judgment and discretion of the Board and any of its representatives under law and this Agreement. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after request for arbitrator as herein above provided, a request for a list of arbitrators may be made to the American Arbitrators Association by either party. The parties will be bound by Voluntary Labor Arbitration Rules of the American Arbitration Association in the selection of an arbitrator. The arbitrator's fee and the costs and expenses of the arbitration proceeding will be shared equally by the parties to the dispute.

ARTICLE 26 – ACCESS TO EMPLOYEES

The Board will permit duly authorized representatives of the Westchester Local of CSEA to have access to employees for not more than one hour during one working day during the Christmas Recess, Mid-Winter Recess and the Spring Recess as scheduled in the school calendar for the purpose of explaining CSEA membership, services and programs. The granting of any such permission shall be on the condition that such access shall not interfere with work duties or work performance and further, that admittance to the School District premises shall be subject to the terms and conditions specified in Article 24 ("CSEA Admittance to Facilities").

ARTICLE 27 – BULLETIN BOARD SPACE

The Board will provide one bulletin board in each school building, accessible to the employees, for the purpose of use by the CSEA for posting of meeting notices and other communication concerned with the conduct and administration of CSEA business. Such material for posting shall be submitted to the Assistant Superintendent for Business and Plant Services, or his designee, before posting. If the bulletin board is used for any purpose other than that permitted by this section, the Board shall have the right to revoke the bulletin board privilege provided for in this section.

ARTICLE 28 – DELEGATE ATTENDANCE AT N.Y. STATE CSEA MEETINGS

One employee elected as delegate will be permitted to attend the state organization convention of the Civil Service Employee Association, Inc. once per year for not more than four (4) days, with pay on straight time basis, with a limit of eight (8) hours per day. Effective July 1, 2005.

ARTICLE 29 - DUES DEDUCTION

The Board will, upon presentation of dues deduction and insurance premium deduction (as hereinafter specified) cards duly signed by the individual employee to which this Agreement is applicable, and until cancellation or withdrawal of such card or separation of such employees from the employ of the Board, make deductions from the wages of such employees on each regular pay period, in the amounts so designated on the authorization cards as membership dues such deductions and/or insurance premium deductions and will remit such deductions to the Civil Service Employees Association, Inc., (CSEA), within fifteen (15) days after the payroll for which deductions were made. The insurance premium deductions referred to herein shall be limited solely to those premiums which the Board is able to deduct simultaneously with the dues deductions it will make from the wages of such employees as provided for in this paragraph. The CSEA and the employees who sign such dues deduction and insurance premium deduction authorization cards, jointly and severally, agree to indemnify and hold the Board harmless against any claim loss, liability, and expense arising out of or in connection with such dues deduction and/or insurance premium deduction and the use thereof by the CSEA. The Board, during the term of this Agreement, will not permit payroll deductions from the wages of the employees for any other employee organizations to the extent permitted by law.

ARTICLE 30 – EVALUATION

In the event that a member of the bargaining unit receives an unsatisfactory evaluation, he/she shall meet with the Supervisor to review his/her performance. A plan for improvements shall be developed with input from the immediate supervisor (e.g., head custodian.) The Supervisor and the member of the bargaining unit will meet quarterly to assess progress. If the Supervisor of the member finds there is not sufficient improvement at the completion of the first year, and the member of the bargaining unit is rated unsatisfactory, a plan for improvement shall be established for the second year under the direction of the Supervisory. If the member's performance continues to be unsatisfactory by the end of the second year, he/she will remain at his/her then current salary until such time as the Supervisor and the Assistant Superintendent for Personnel agree that the employee's performance is satisfactory. A member of the bargaining unit who is rated unsatisfactory and who is on the top of the salary schedule will not be entitled to longevity payment until there is a demonstrated record of improvement and a satisfactory rating on the evaluation. Nothing contained in this provision shall limit the District's right to discipline an employee under any applicable procedure.

The member's salary will remain frozen until such time as the member receives a "satisfactory" rating on the overall evaluation at the end of a future year, or is terminated. Should the member receive an overall satisfactory evaluation, his/her salary will be placed on the salary step that he/she would have occupied if his or her progress had not been frozen. Further, the member will receive the difference between the frozen salary received during the year(s) of the freeze. This amount will be paid to the member no later than November 1st of the school year following the overall year-end satisfactory evaluation.

ARTICLE 31 – COPIES OF AGREEMENT

The Board will reproduce the negotiated contract for distribution to all employees in the bargaining unit.

ARTICLE 32 – NO STRIKE AFFIRMATION

The CSEA affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

ARTICLE 33 – MANAGEMENT RIGHTS

The Association recognizes that the management of the School District, the control of its properties, and maintenance of order and efficiency, are solely the responsibility of the Board. The Association further recognizes that the Board, among other things, shall have the right from time to time to make such rules and regulations as it deems necessary and proper for the conduct of employees, provided such rules and regulations shall not be inconsistent with the express provisions of this Agreement.

ARTICLE 34 – APPLICABLE LAW

This Agreement, and all of the rights and obligations defined herein and hereunder, is reached between the parties under and pursuant to Article 14 of the Civil Service Law of the State of New York (Public Employees Fair Employment Act).

ARTICLE 35 – STATUTORY PROVISIONS

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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 36 – SEPARABILITY

If any legislation or court decision renders any portion of this Agreement invalid or unenforceable, the invalid or unenforceable provisions shall be deemed severed from the Agreement, and the remaining provisions shall continue in full force and effect.

ARTICLE 37 – PROFESSIONAL STANDARDS

- A. A joint committee comprised of equal numbers of management and the Union shall be convened to establish procedures for employee evaluations.
- B. Professional Development: One (1) professional development day for unit members shall be approved by the Assistant Superintendent for Personnel and Administrative Services or his/her designee.

ARTICLE 38 – PROFESSIONAL DEVELOPMENT

Four (4) hours of staff development outside the regular work day are required of all Bargaining Unit Members. This additional time will not be compensated beyond the regular salary, but instead, the unit members will have 30 minute, as opposed to one hour lunch period(s) eight times during the year so as not to reduce their take home wages. Such staff development will be added to the end of a regular work day or days. The agenda for such staff development will be designated collaboratively with input from the leadership of the bargaining unit. Thesestaff development hours will increase to eight (8) annually for each unit member, with the unit members having sixteen (16) 30 minute lunch periods during the school year.

ARTICLE 39 – TERM OF AGREEMENT

A. This contract shall be for four (4) years commencing July 1, 2022 and continuing through June 30, 2026. All other terms and conditions of this Agreement shall remain unchanged through June 30, 2026 unless mutually agreed upon by both parties.

B. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and they therefore further agree that negotiations will not be reopened on any item, whether contained herein or not, during the term of the Agreement.

In witness thereof, the parties hereto have caused these presents to be signed in their names and on their behalf by their respective representatives thereunto duly authorized the day and year first above written.

BOARD OF EDUCATION OF SCARSDALE UNION FREE SCHOOL DISTRICT SCARSDALE, NEW YORK 10583

By: PRESIDENT, BOARD OF EDUCATION

INTERIM SUPERINTENDENT OF SCHOOLS

CIVIL SERVICE EMPLOYEES ASSOCIATIONS, INC. LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, WESTCHESTER COUNTY LOCAL 860, SCARSDALE SCHOOLS, CUSTODIAL, GROUNDS AND MAINTENANCE UNIT

INUT PRESIDENT

CSEA, LABOR RELATIONS SPECIALIST

EXHIBIT A

POSITION	HOURS PER WEEK
	<u>vv COR</u>
Cleaner/Night Cleaner in Charge	37.5
Groundsmen/Motor Equipment Operator	40.0
Day Custodian/Boiler Room Custodian (Middle School & Senior High)	40.0
Head Custodian (Elementary, Middle School, Senior High)	40.0
Head of Grounds	40.0
Head of Maintenance	40.0
Maintenance Mechanics – Carpenter	40.0
Electrician	40.0
Plumber	40.0
Boiler Mechanic	40.0
Buildings	40.0

EXHIBIT B

SCARSDALE UFSD STORM/WEATHER EVENT PROCEDURE

- All custodian, cleaner, grounds and maintenance staff are expected to show up for work as requested for storm or other weather related responsibilities in the District, in accordance with the Snow Policy Agreement.
- Decisions about a staffing plan to address the demands of an anticipated storm or weather event will be communicated by management in the following fashion:
 - Head Custodians will be notified by email about the anticipated plan no later than 2:00 PM on the day before the event.
 - o Head Custodians will confirm receipt of the email, and acknowledge understanding of the plan.
 - o In the event the anticipated storm forecast prohibits specifics at this time, a firm followup time will be established to share additional, or updated information.
- If Head Custodians or Department Heads are unable to contact staff as instructed, they need to inform the Director of Facilities and the Assistant Director of this, by phone and/or in writing (text or email) along with an explanation of why they were unable to do so (no electricity at home, etc.). If an individual staff member is unable to work as requested due to extreme personal circumstances in an inclement weather emergency/event, he or she needs to contact his/her Head Custodian or Department Head by phone and/or in writing (email or text) and copy the Director of Facilities and the Assistant Director, explaining the circumstances of the absence.
- The duration of a storm or emergency event will be determined by the Director of Facilities or the Assistant Director. All Head Custodians and Department Heads are to notify the Director of Facilities or the Assistant Director before they leave for the day via text or phone call.

Scarsdale Union Free School District CSEA Represented Custodial Unit

SALARY SCHEDULE 7/01/2020 -6/30/2021

2020-21	1.25% Increase	Cleaners	Custodians/ Groundsmen	Maintenance Mechanics	Elementary Head Custodians	MS Head Custodian	Grounds Head	HS Head Custodian	Maintenance Head
	1	\$50,904	\$55,710	\$66,650	\$64,912	\$70,003	\$70,003	\$72,548	\$75,981
	2	\$53,832	\$57,944	\$68,881	\$67,187	\$72,456	\$72,456	\$75,091	\$78,525
	3	\$55,614	\$60,186	\$71,126	\$69,471	\$74,920	\$74,920	\$77,644	\$81,084
	4	\$57,881	\$62,439	\$73,389	\$71,793	\$77,424	\$77,424	\$80,239	\$83,663
	5	\$60,135	\$64,683	\$75,624	\$74,105	\$79,917	\$79,917	\$82,823	\$86,211
	6	\$63,574	\$68,763	\$79,765	\$78,091	\$84,215	\$84,215	\$87,278	\$90,932
Longevity									1
7	\$801		'						
11	\$1,601								
16	\$2,533								
21	\$3,600								

Scarsdale Union Free School District CSEA Represented Custodial Unit

SALARY SCHEDULE 7/01/2021 -6/30/2022¹

2021-22	1.75% Increase	Cleaners	Custodians/ Groundsmen	Maintenance Mechanics	Elementary Head Custodians	MS Head Custodian	Grounds Head	HS Head Custodian	Maintenance Head
	1	\$51,795	\$56,685	\$67,816	\$66,048	\$71,228	\$71,228	\$73,818	\$77,311
	2	\$54,774	\$58,958	\$70,086	\$68,363	\$73,724	\$73,724	\$76,405	\$79,899
	3	\$56,587	\$61,239	\$72,371	\$70,687	\$76,231	\$76,231	\$79,003	\$82,503
	4	\$58,894	\$63,532	\$74,673	\$73,049	\$78,779	\$78,779	\$81,643	\$85,127
	5	\$61,187	\$65,815	\$76,947	\$75,402	\$81,316	\$81,316	\$84,272	\$87,720
	6	\$64,687	\$69,966	\$81,161	\$79,458	\$85,689	\$85,689	\$88,805	\$92,523
Longevity						-	-		
7	\$815								
11	\$1,629								
16	\$2,577								
21	\$3,663								

 $^{^{1}}$ Negotiated salary agreement as memorialized in the signed Memorandum of Agreement covering the period of July 1, 2021 – June 30, 2022.

Scarsdale Union Free School District CSEA Represented Custodial Unit

SALARY SCHEDULE 7/01/2022 -6/30/2023

2022-23	1.75% Increase	Cleaners	Custodians/ Groundsmen	Maintenance Mechanics	Elementary Head Custodians	MS Head Custodian	Grounds Head	HS Head Custodian	Maintenance Head
Step	1	\$52,701	\$57,677	\$69,003	\$67,204	\$72,475	\$72,475	\$75,109	\$78,664
	2	\$55,733	\$59,990	\$71,313	\$69,559	\$75,014	\$75,014	\$77,742	\$81,297
	3	\$57,578	\$62,311	\$73,637	\$71,924	\$77,565	\$77,565	\$80,385	\$83,947
	4	\$59,925	\$64,643	\$75,980	\$74,328	\$80,158	\$80,158	\$83,072	\$86,617
	5	\$62,258	\$66,967	\$78,294	\$76,721	\$82,739	\$82,739	\$85,747	\$89,255
	6	\$65,819	\$71,191	\$82,581	\$80,848	\$87,188	\$87,188	\$90,359	\$94,142
	7	\$66,312	\$71,725	\$83,201	\$81,454	\$87,842	\$87,842	\$91,037	\$94,849
Longevity									
7	\$829								
11	\$1,658								
16	\$2,622								
21	\$3,727								

Scarsdale Union Free School District CSEA Represented Custodial Unit

SALARY SCHEDULE 7/01/2023 -6/30/2024

2023-24	1.65% Increase	Cleaners	Custodians/ Groundsmen	Maintenance Mechanics	Elementary Head Custodians	MS Head Custodian	Grounds Head	HS Head Custodian	Maintenance Head
Step	1	\$53,571	\$58,629	\$70,142	\$68,313	\$73,670	\$73,670	\$76,349	\$79,962
	2	\$56,652	\$60,980	\$72,490	\$70,707	\$76,252	\$76,252	\$79,025	\$82,639
	3	\$58,528	\$63,339	\$74,852	\$73,111	\$78,845	\$78,845	\$81,712	\$85,332
	4	\$60,913	\$65,710	\$77,234	\$75,554	\$81,480	\$81,480	\$84,443	\$88,046
	5	\$63,285	\$68,072	\$79,586	\$77,987	\$84,104	\$84,104	\$87,162	\$90,727
	6	\$66,905	\$72,365	\$83,944	\$82,182	\$88,627	\$88,627	\$91,850	\$95,696
	7	\$67,406	\$72,908	\$84,573	\$82,798	\$89,292	\$89,292	\$92,539	\$96,414
	8	\$67,912	\$73,455	\$85,208	\$83,419	\$89,961	\$89,961	\$93,233	\$97,137
Longevity									
7	\$843							_	
11	\$1,685								
16	\$2,666								
21	\$3,789								

Scarsdale Union Free School District CSEA Represented Custodial Unit

SALARY SCHEDULE 7/01/2024 -6/30/2025

2024-25	1.60% Increase	Cleaners	Custodians/ Groundsmen	Maintenance Mechanics	Elementary Head Custodians	MS Head Custodian	Grounds Head	HS Head Custodian	Maintenance Head
Step	1	\$54,428	\$59,567	\$71,264	\$69,406	\$74,849	\$74,849	\$77,570	\$81,241
	2	\$57,559	\$61,955	\$73,649	\$71,838	\$77,472	\$77,472	\$80,289	\$83,961
	3	\$59,464	\$64,352	\$76,050	\$74,280	\$80,106	\$80,106	\$83,019	\$86,697
	4	\$61,888	\$66,761	\$78,470	\$76,763	\$82,784	\$82,784	\$85,794	\$89,455
	5	\$64,298	\$69,161	\$80,859	\$79,235	\$85,449	\$85,449	\$88,557	\$92,179
	6	\$67,975	\$73,523	\$85,287	\$83,497	\$90,045	\$90,045	\$93,320	\$97,227
	7	\$68,485	\$74,075	\$85,927	\$84,123	\$90,720	\$90,720	\$94,020	\$97,956
	8	\$68,998	\$74,630	\$86,571	\$84,754	\$91,401	\$91,401	\$94,725	\$98,691
Longevity									
7	\$856								
11	\$1,712								
16	\$2,708								
21	\$3,849								

Scarsdale Union Free School District CSEA Represented Custodial Unit

SALARY SCHEDULE 7/01/2025 -6/30/2026

2025-26	1.50% Increase	Cleaners	Custodians/ Groundsmen	Maintenance Mechanics	Elementary Head Custodians	MS Head Custodian	Grounds Head	HS Head Custodian	Maintenance Head
Step	1	\$55,244	\$60,460	\$72,333	\$70,447	\$75,972	\$75,972	\$78,734	\$82,460
	2	\$58,422	\$62,885	\$74,754	\$72,916	\$78,634	\$78,634	\$81,494	\$85,220
	3	\$60,356	\$65,318	\$77,191	\$75,394	\$81,308	\$81,308	\$84,264	\$87,998
	4	\$62,816	\$67,763	\$79,647	\$77,914	\$84,026	\$84,026	\$87,081	\$90,797
	5	\$65,262	\$70,198	\$82,072	\$80,424	\$86,731	\$86,731	\$89,885	\$93,562
	6	\$68,995	\$74,626	\$86,566	\$84,749	\$91,396	\$91,396	\$94,720	\$98,685
	7	\$69,512	\$75,186	\$87,215	\$85,385	\$92,081	\$92,081	\$95,430	\$99,425
	8	\$70,033	\$75,750	\$87,870	\$86,025	\$92,772	\$92,772	\$96,146	\$100,171
Longevity									· · · · · · · · · · · · · · · · · · ·
7	\$869								
11	\$1,738								
16	\$2,749								
21	\$3,907								

MEMORANDUM OF AGREEMENT made and entered into this 21st day of June, 2021, by and between the negotiating committees for the Board of Education of the Scarsdale Union Free School District ("the Board") and the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO, Westchester County Local 860, Scarsdale UFSD Custodial, Grounds & Maintenance Unit #8223-00 ("the Union").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that is due to expire on June 30, 2021; and

WHEREAS, the parties have arrived at a tentative agreement covering the period July 1, 2021 – June 30, 2022;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

- The provisions of this Memorandum are subject to ratification by the respective parties to the contract.
- 2. The signatories below agree to recommend this Memorandum for ratification.
- 3. A copy of this document has been furnished to representatives of the Board and the Union.
- 4. All proposals not covered herein made by either party during the course of negotiations shall be deemed withdrawn.
- 5. The provisions of the prior Agreement shall be carried forward except as set forth below.¹

¹ All references herein are to the 2017-2021 collective bargaining agreement.

- 6. Unless otherwise noted, all changes shall be prospective from the ratification of this Memorandum of Agreement.
- 7. The following "housekeeping" and minor changes and clarifications shall be made to the Agreement:
 - a. Change all dates in the Agreement so as to be consistent with the duration of the new agreement.
 - b. Revise Table of Contents to reflect changes in the Agreement.
 - c. The parties shall incorporate into the new Contract the terms of the parties' June 19, 2020 agreement regarding the implementation of bi-monthly paychecks, but without specific reference to the 15th and 30th of each month.
 - d. Pages 2-3, Article 2(I) <u>Longevity</u> Delete all references in paragraphs 1-4 to the longevity increments in the 2017-18, 2018-19, 2019-20 school years and replace "2020-21" with "2021-22".
 - e. Page 5, Article 4(A) <u>Compensatory days</u> -- Delete "Effective July 1, 1993" from the second paragraph and delete the third paragraph.
 - f. Page 6, Article 4(D) Work Shoes Delete "Commencing with the 2007-08 school year" from the first paragraph.
 - g. Page 10, Article 11 Life Insurance
 - i. Replace "\$50,000" with "\$75,000" in the first paragraph.
 - ii. Delete the second paragraph.
 - iii. Add a new sentence that provides, "The death benefit shall be subject to the terms of the Plan."
 - h. Page 20, Article 29 Agency Fee Delete last paragraph.
 - i. Page 20, Article 30 Evaluation Delete first paragraph.
 - j. Page 21, Article 35 <u>Taylor Law Notice</u> place this provision in all caps and bold typeface.
 - k. Page 22, Article 38 <u>Professional Development</u> Delete "beginning with the 2018-19 school year and "beginning with the 2020-21 school year".
 - I. Page 22, Article 39 <u>Term of Agreement</u> update dates to reflect new term of the agreement.

- 8. Page 1, Article 2 <u>Salary</u> Replace paragraphs A-D with the following and re-letter the remaining paragraphs:
 - A. The salary schedule for the 2021-22 school year is attached as reflecting a 1.75% increase.
- 9. Pages 6-7, Article 5 <u>Temporary Work Assignment and Rate of Pay</u> add the following as paragraph D:

Employees assigned on an ad hoc basis to direct traffic during arrival and/or dismissal times, shall be paid an additional \$8.33 for each day on which such traffic duties are performed.

- 10. Page 8, Article 9(A) <u>Health Insurance</u> The Union acknowledges that the District's self-insured plan will be modified during the term of the Contract as per the consensus reached by the District-wide Health Insurance Advisory Subcommittee. As part of those changes, unit members' share of the premiums for health insurance shall increase by 0.50% to 5.50% effective July 1, 2021.
- 11. Pages 14-15, Article 17 <u>Holidays</u> add the following as a new paragraph to the end of Article 17:

In addition to the above, unit members shall also have Juneteenth as an additional paid holiday in those school years in which Juneteenth is celebrated as a school holiday closure for students.

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	6/22/21		0/21/2021
For The Board	(Date)	For the Union	(Date)