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# **AGREEMENT**

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by and between the  
**BOARD OF EDUCATION**

of the  
**EDGEMONT UNION FREE  
SCHOOL DISTRICT**

and  
**CSEA, Local 1000 AFSCME,  
AFL-CIO**



Edgemont UFSD Custodial/Maintenance  
Unit # 9165-00  
Westchester County Local 860

**July 1, 2023 – June 30, 2026**

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**ARTICLE I**  
**APPLICABLE LAW**

- A. The Public Employees' Fair Employment Act, the other provisions of the Civil Service Law and the Local Laws of the Board of Education of the Edgemont Union Free School District, Town of Greenburgh, Scarsdale, New York, which are consistent with said Act and the Civil Service Law, shall govern the terms of this Agreement.
- B. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefore, shall not become effective until the law takes effect.
- C. If any legislation or Court decision renders any portion of the Agreement invalid or unenforceable, the invalid or unenforceable provisions shall be severed from the contract, and the remaining provisions shall continue in full force.

**ARTICLE II**  
**RECOGNITION**

- A. The Employer agrees that Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO is the sole and exclusive bargaining agent for the employees described in Article III, Section A for the purposes of negotiating terms and conditions of employment, and of administering grievances arising thereunder, for the maximum period of time allowed under applicable law.
- B. The CSEA affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike.
- C. Both parties to this Agreement recognize that the Board has and retains the "right to manage" the affairs of this District in a manner consistent with Civil Service Law. Such right includes, but is not limited to, the right to determine hours and content of work schedules, increase or decrease of staff size, make assignments and transfers consistent with the terms of this Contract and Agreement.

**ARTICLE III**  
**UNION SECURITY AND CHECK-OFF**

- A. This contract covers those positions for which titles are listed in Exhibit A plus any related titles created during the course of this Agreement.
- B. 1. Dues Deductions. The District shall deduct from the wages of employees and remit, at the end of each month to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and other authorized deductions for those employees who

have signed dues deductions authorization cards. Employees who wish to withdraw their authorization for dues deductions must do so by following the instructions on their dues authorization card. For more information, contact CSEA at 1-800-342-4146.

2. New Employees.

(a) Within thirty (30) days of hiring a new employee into the unit, the District shall provide the Unit President the following information: the employee's name, address, job title, department and work location.

(b) Within thirty (30) days of being hired into the unit, each new employee shall be permitted to meet with the CSEA for a reasonable amount of time, not to exceed thirty (30) minutes, during the employee(s)' worktime, without charge to their leave credits. The specific date and time of the meeting shall be scheduled in conjunction with the District.

3. Indemnification. The CSEA shall indemnify and save and hold the District and any and all of its employees, representatives, officers, and/or members of the Board of Education (collectively "employees") harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the District or any of its employees for purposes of complying with CSEA dues deduction or CSEA benefit program deduction provisions of this Agreement and/or State law.

- C. Employees with at least six months of consecutive service shall have the option to request a reduction in salary for the purpose of purchasing tax-sheltered annuities from any of the sources approved for other employees of this District.
- D. Employees with at least six months of consecutive service shall have the option of joining the Hudson River Federal Credit Union and to have payroll deductions made and forwarded to that organization.
- E. These options for the Tax-Sheltered Annuity Program and for the Credit Union may be made twice each year during the months of January and June.

## **ARTICLE IV** **RIGHTS OF CSEA**

- A. The CSEA may provide a bulletin board in each school building for its own use and may use school district courier service for communications to its members.
- B. The Employer grants the right of the President of the Association or his/her designated agent, or the designated field representative, to visit the facilities of the Employer for the purpose of adjusting grievances, administering the terms of the Agreement and explaining

CSEA-sponsored benefits and programs upon reasonable notice to the Superintendent of Schools or the Assistant Superintendent.

- C. The Employer grants the right of employees, designated or elected for the purpose of adjusting grievances, maintaining administration rights of the Agreement, or serving as a local or regional official of CSEA to have reasonable amounts of free time from their regular duties to fulfill these obligations, provided reasonable notice shall have been given to the Department Head and the Assistant Superintendent.
- D. Neither the Employer nor the CSEA, through their officers, members, representatives, agents or committees, shall engage in any subterfuge for the purpose of defeating or evading the terms of the Agreement.
- E. There shall be no discrimination, interference, restraint or coercion by the Employer or any of its officers, or agents, against any employee because of any lawful activity on behalf of the CSEA or because of membership in the CSEA; and the CSEA, its members, its officers, its agents shall not coerce employees into membership in the CSEA in an unlawful manner.
- F. The CSEA will be permitted the use of school buildings for the purpose of holding CSEA meetings. Board of Education regulations for the use of school buildings shall govern the conduct of such meetings. Such meetings will be held at a time when functions shall be the least disrupted, from the Employer's point of view. When school is not in session, the CSEA may use facilities for meetings on prior notice to the Director of Facilities, and permission for such use shall not unreasonably be withheld.
- G. The CSEA shall be the sole judge of its own rules and regulations with respect to CSEA and organizational administration.
- H. The Unit President will be notified of all new hires as soon as practicable. In addition, to the extent practicable, the unit building or department supervisor will be advised in advance of proposed new hires and will be given an opportunity to give input regarding civil service requirements and such other suggestions as may be appropriate.

## **ARTICLE V**

### **RIGHTS OF EMPLOYEES**

- A. Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the CSEA without fear or coercion, reprisal, or penalty from the CSEA or the Employer.
- B. A work break of not more than ten minutes duration may be taken twice during each working day, once at approximately the middle of the first four hours of the shift, and again approximately the middle of the last four hours of the shift.

- C. Upon request, with at least five days' notice, employees may, on their own time, periodically review the contents of their own personnel folders, in the presence of an administrator or other authorized person. Employees will sign and date the contents verifying that they have reviewed the contents of the folders. Should an employee review the file and fail to sign and date the contents, the District official in charge of said file may so indicate in the file.
- D. Work usually performed by employees in the bargaining unit will not be contracted out if it results in the dismissal of any employee.
- E. The Employer agrees to supply a copy of the Agreement to each present employee and to each new employee after such employee has completed three months of uninterrupted service.
- F. In the event of a layoff, employees shall be laid off according to Section 80 and 81 of the Civil Service Law.
- G. Employees whose positions are abolished shall receive two (2) weeks written notice of such action.
- H. Employees are required to give two (2) weeks' notice before resigning or retiring.
- I. Building Use - Due to Monday staffing constraints, Monday evening activities should be limited primarily to School District activities that cannot be scheduled for other times. Outside groups seeking Monday evening use should, whenever possible, be self-sufficient and require no custodial set-ups.
- J. The School District and the CSEA agree to meet in a collaborative spirit to develop and implement a workable protocol for deliveries made to the schools. The duties, procedures and responsibilities relating to these deliveries will be the subject of this dialogue, as well as the establishment of procedures.

## **ARTICLE VI**

### **COMPENSATION**

- A. Salary increments will be awarded each July 1<sup>st</sup>, in accordance with the salary schedule in effect at that time, but only to employees with at least six months of service in the district who have not yet reached the maximum salary for their classification. No employee shall, however, advance beyond Step 5 without having successfully passed the appropriate Civil Service examination for his/her position.
- B. Anyone employed on or before the first working day in January will receive the increment to which he/she may be entitled the following July, subject to Article VI, Section A.

- C. Whenever salary schedules are increased, all eligible employees shall receive the appropriate increase in addition to the regular increment, providing the employee has not reached the maximum salary under his/her particular classification.
- D. In computing hours worked in any given week, any sick leave, personal leave, excused time, vacation time, etc., used by the employees shall be considered the same as hours worked and shall not be deducted from total hours in determining pay.
- E. Salary deduction shall be made at the rate of 1/240<sup>th</sup> for 12-month employees. Part-time employees shall be paid only for actual hours worked.
- F. New unit hires may be placed on any step of the salary schedule up to Step 6. Should the District want to place a new hire at a step higher than step 6, the District will consult with the CSEA of the proposed placement and the reasons therefore, and the CSEA shall have an opportunity to present its views, prior to the determination.
- G. Longevity Payments

Upon completion of 10 full years of service	Increment I*
Upon completion of 15 full years of service an additional	Increment II
Upon completion of 20 full years of service an additional	Increment III
Upon completion of 25 full years of service an additional	Increment IV**

\*Increment I shall not be available to unit employees hired on or after July 1, 2016

\*\*Increment IV shall not be available to unit employees hired on or after July 1, 2013.

Increments shall be as follows:

<b>Increment</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
I	\$1,400	\$1,428	Between \$1,451 and \$1,457
II	\$1,400	\$1,428	Between \$1,451 and \$1,457
III	\$1,400	\$1,428	Between \$1,451 and \$1,457
IV	\$1,400	\$1,428	Between \$1,451 and \$1,457

- H. 1) Authorized overtime shall be paid at the rate of time-and-one-half for all hours worked in excess of forty hours per week, or on Sundays. Authorized overtime worked prior to the regular work day will be paid at the rate of time-and-one-half. The work week for purposes of computing overtime in connection with this section runs Monday to Sunday inclusive. Scheduled weekend overtime shall be assigned by Wednesday, except for absentees who can accept overtime no later than Thursday. Compensated sick leave, vacation time, personal days, District holidays and days closed will be counted as time worked for overtime compensation.
- 2) Overtime shall be paid at the rate of double time for all hours worked on legal holidays and custodial holidays when school is closed, and for all special guard

service furnished between 12:00 midnight and 6:00 a.m. Employees performing a scheduled building check will be on site for a minimum of 3 hours at the appropriate overtime rate. Employees performing a scheduled building check on New Year's Day, Christmas Day, Easter Sunday, Thanksgiving Day, 4<sup>th</sup> of July and Memorial Day will be required to be on site for a minimum of 1 hour and paid a minimum of 3 hours at the appropriate 2.0 overtime rate.

- 3) Employees called from home for any overtime shall be paid at the appropriate overtime rate; however, such an employee shall be paid no less than an amount equal to three hours at his/her regular straight time rate. Employees called from home on Sunday, legal and custodial holidays shall be guaranteed an amount equal to the Sunday rate.

Employees called from home on Sunday shall be guaranteed an amount equal to four hours at his/her regular straight time.

- 4) If school is ever in session on a contractual holiday, the parties to the contract shall agree on an alternate day off. Any employee who is required to work on an alternate day shall receive overtime pay as stated in H. 1) and H. 2) above.
- 5) Overtime pay shall be paid in the pay period following that in which it was earned, providing pay vouchers for same have been properly processed before the time the payroll must be prepared.
- 6) Custodial and Maintenance staff may be assigned as needed during working hours or while on overtime to any school for daytime, evening or weekend employment. Overtime assignments may not be refused in situations involving emergencies. Employees shall not have their normal work schedules changed to avoid overtime compensation unless agreeable to the employee. Head Custodians/Maintenance Mechanics shall see that overtime is equally divided among staff members in their respective buildings, or within their appropriate job classification.

Overtime will be assigned first within the building, except where advanced skills are needed and not available among building staff. If additional staff is needed, they shall be chosen from the District-wide rotation list except when determined by the Director of Facilities that advanced skills are needed. The District-wide rotation list will be based on seniority. Scheduled overtime must be offered to all members of the bargaining unit before being offered to non-unit (seasonal or temporary) employees.

- 7) All unit members will receive their paychecks pursuant to direct deposit.



I. Temporary Supervisory Service

When an employee is assigned in writing to a supervisory position on a temporary basis as the result of absence of the regularly assigned employee, he/she shall be paid at the supervisory rate effective with the first day he/she assumed the job.

J. Study

Employees are encouraged to undertake courses of study designed to improve their knowledge and that are related to their job responsibilities. Reimbursement for books and tuition will be made subject to the following conditions:

- 1) The employee must submit, for approval, to the Assistant Superintendent, the following information prior to enrolling in the course.

Description of course;  
Expenses - tuition and books;  
Meeting times and location of the classes; and  
A description of the relationship of the course goals to the employee's specific job responsibilities.

- 2) The maximum reimbursement for books will be \$50 per course.
- 3) In the opinion of the Assistant Superintendent, the course must be of sufficient merit to warrant reimbursement for books and tuition.
- 4) Payment for books and tuition will be made after the employee has submitted proof of successful completion of the course.

It is agreed that the Employer will pay for tuition and books (which shall become the property of the Employer) and will make every effort to release an employee from work to attend courses offered during the employee's regular work week. In return, the employee shall be assigned make-up time that shall be considered as part of the employee's work week.

Should the Employer offer in-service training during work hours, and not require make-up time, no reimbursement shall be paid.

K. Awards Program

Suggestions for improvements in methods used in the operation and maintenance program are always welcome, as are suggestions for reducing costs of the program. Employees having such suggestions should submit them in writing to the Assistant Superintendent for consideration for cash awards. Suggestions will be reviewed as received by a committee consisting of the Superintendent of Schools, the Assistant Superintendent, the Director of Facilities and one person from the CSEA Maintenance Section. Recommendations for cash awards ranging from \$10 to \$100 will be made to the Board for each suggestion consistent

with the merit and the value of the suggestion. Any changes and or improvements shall be consistent with the terms and conditions of this agreement.

## **ARTICLE VII**

### **SICK LEAVE AND WORKER'S COMPENSATION**

- A. In case of employees with less than one full year of service, sick leave with full pay shall be allowed as follows:
  - 1. One day credited automatically upon the start of service,
  - 2. Thereafter, sick leave to be accumulated at the rate of 1¼ days for each full month of service, to a maximum of 16 days for the first year.
- B. Employees with one complete fiscal year of service shall each be granted 16½ days of sick leave credited at the start of the fiscal year. If an employee leaves prior to having earned said sick leave at a theoretical rate of 1¼ days per month, such overused leave will be deducted from any earned vacation or other time at separation from service.
- C. New employees who, in their first year of employment, fail to accumulate at least eight (8) days of sick leave by June 30<sup>th</sup> shall continue to earn sick leave on the basis of Section A. 2 above. Effective 7/1/96 all employees who fail to accumulate at least eight (8) days of sick leave by June 30<sup>th</sup> shall continue to earn sick leave on the basis of Section A-2. This action will be subject to annual review.
- D. Unused sick leave shall accumulate to a maximum of 300 days, which shall be used in calculations for Article VII, Sections E, I and L.
- E. Upon giving two weeks' notice, any member of this unit hired prior to June 30, 2011, who has at least 75 days of accumulated sick leave at the time of voluntary separation from service (namely, neither "forced" nor "terminated for cause") shall receive one (1) day severance pay for each ten (10) full days of such accumulated leave.
- F. An employee who reports for work but who, because of the sudden onslaught of illness, leaves after three hours shall be given credit for one-half day attendance; an employee leaving after six hours of work, exclusive of lunch, will receive credit for a full day of work, with no charge to sick leave. The employee's supervisor shall authorize the employee's early departure from the job.
- G. An employee who is assigned a day shift but who is unable to report for work because of illness should notify his/her supervisor within 1/2 hour before the start of his/her shift. An employee who is assigned an afternoon shift, but who is unable to report for work because of illness must call his/her supervisor before noon each day he/she expects to be out.

- H. Whenever an employee is absent as the result of a “compensable” injury, as defined under State Workers’ Compensation Statutes, the absence shall be deducted from sick leave. If sick leave runs out the employee is to be continued on sick leave for 30 calendar days. After two (2) weeks into the 30 calendar days, the District may ask for and set up a medical exam at District cost. If medical opinions as to the date of return to work differ, then the District may require a third evaluation at District cost. Such third evaluation shall be binding on both parties as to continuation of the extended sick leave. When the District receives reimbursement from State Fund covering such absence, the reimbursement shall be used to replace the employee’s sick leave on a dollar-for-dollar basis at the rate that existed at the time of the injury to the maximum sick leave that existed when the absence first occurred.
- I. Any unit member of this unit who has completed ten (10) years of employment with the Edgemont Union Free School District and has at least 75 days of accumulated sick leave at the time of retirement into the New York State Employees Retirement System, shall receive severance pay for sick leave as follows:
- Days 1-75 paid at 1:10 (7.5 potential days);
  - Days 76-150 paid at 1:5 (15 potential days) (potential total days = 22.5);
  - Days 151-200 paid at 1:4 (12.5 potential days) (potential total days = 35);
  - Days 201-250 paid at 1:3 (16.66 potential days) (potential total days = 51.66);
  - Days from 251-300 paid at 1:2 (25 potential days) (potential total days = 76.66).

In order to receive this benefit, sixty (60) days prior written notice of retirement must be given to the District. Employees receiving this benefit will not be eligible to receive benefits under Article VII, Section E.

- J. **Abuse Policy and Procedure.** (As of 7/1/96 a labor/management committee comprised of representatives of the District and the CSEA shall meet to discuss modifications and/or alternatives to the Abuse Policy and Procedure.) *See also* Section M of this Article, added effective July 1, 2019.

The Union and the District agree that sick leave is a benefit intended to provide income protection in the event of personal illness. Sick-leave abuse is defined as having six or more periods of absence or twelve or more days of absence during the preceding twelve-month period. Patterns of absence shall also be considered sick-leave abuse. A period of absence is defined as two or more consecutive days of absence that are the result of a single illness. Patterns of absence occur when an employee’s absences tend to fall on the same day or days of the week, around the same times of the month, or during certain times of the year. Absences resulting from leaving work early are also considered patterns of absence. Documented, prolonged, catastrophic and chronic absences will not be included. The intent of this article is corrective. Upon request from the Union, the District and Union representatives shall meet to discuss the application of this policy. At each step in this process the employee may request that a representative of the Union be present. This provision is not intended to, in any way, diminish rights under the Family Medical Leave Act.

Overtime during the regular work week (*i.e.* the employee's regular work schedule, not including "call-in" or out of schedule weekend work) will be paid for hours in excess of 40. Compensated sick leave, vacation time, personal days, District holidays and days closed will be counted as time worked for overtime compensation.

### **Progressive Discipline (Sick Leave Abuse)**

**Level One: Oral Notification.** Conference with the Assistant Superintendent or his/her designee, who will inform the employee that in the opinion of the District there has been excessive use of and or a pattern of sick-leave abuse. The employee will be given the opportunity to explain any extenuating circumstances. The supervisor shall explain the following consequences of continued sick-leave abuse.

**Level Two: Written Notification.** After an employee has been given oral notification, and in the opinion of the District the employee continues to demonstrate excessive use of and/or a pattern of sick leave abuse, the employee shall receive written notification from the District. The District may require a medical certificate providing a diagnosis, prognosis and duration of absence for each absence and charge the employee with leave without pay for absences not verified by a properly executed doctor's certificate.

In addition to the medical certification requirement, an employee who is on written notification shall not have sick time computed as time worked in the determination of overtime, and the District will not be required to offer overtime assignments to the employee. This period of non-eligibility for overtime will be extended if, in the judgment of the District, the employee continues to demonstrate excessive use of and /or a pattern of sick leave abuse.

After sixty (60) calendar days of not demonstrating excessive use of/and or a pattern of sick leave abuse, the employee's status will revert to the oral notification level.

**Level Three: Discipline.** If during the written notification period or thereafter, in the judgment of the District the employee continues to demonstrate excessive use of and/or a pattern of sick leave abuse, the Employer shall have the right to institute disciplinary proceedings seeking termination.

**Exception:** Any absence for which an employee submits a medical certificate providing a diagnosis, prognosis and duration of absence shall not be considered to be sick leave abuse.

### K. Good Attendance Program

Beginning July 1, 2013, a Good Attendance Program will be initiated:

No sick days used and no patterns of lateness\*: payment for 4 days;

1 sick day used and no patterns of lateness\*: payment for 3 days:

2 sick days used and no patterns of lateness\*: payment for 2 days.

\*Patterns to be reported by immediate supervisor.

L. Death in Service

If any employee dies in service of the District, the estate or beneficiary of the employee shall receive a sick leave pay-out equal to one (1) day for every five (5) days of sick leave accumulated.

M. Documentation of Illness

The Director of Facilities may, after an employee has been absent due to illness for five single days or for three consecutive days in any school year, require a health care provider's note for any subsequent illnesses at the time of the employee's return to work.

## **ARTICLE VIII** **VACATIONS**

A. Vacations with pay will be given to all employees on the following basis:

- 1) Employees with less than twelve months service by June 30<sup>th</sup> will accrue vacation days at the rate of 1 day per month. These days will be available on July 1<sup>st</sup>.
- 2) Employees with more than twelve months service and less than three years' service by June 30<sup>th</sup> to receive ten days paid vacation.
- 3) Employees with more than three years' service and less than ten years' service by June 30<sup>th</sup> to receive fifteen days paid vacation.
- 4) Employees with more than ten years' service by June 30<sup>th</sup> to receive twenty days paid vacation.

B. When there is a need to pro-rate vacation time due to less than one year of service the following accrual method will be used:

Group A.1 and A.2	1 day/month to a maximum of 10 days
Group A.3	1½ days/month to a maximum of 15 days
Group A.4	2 days/month to a maximum of 20 days

Vacation is payable subsequent to June 30<sup>th</sup> of any given year for the twelve months (or portion thereof) preceding such date.

- C. Earned vacations shall be given to all employees upon resignation, provided at least two weeks prior written notice has been given. Earned vacations shall be given to all employees upon retirement provided at least thirty days prior written notice has been given.
- D. (1) Vacations will generally be taken in the summer recess, and summer recess requests will be granted by seniority whenever possible. In addition, employees may request to take up to one week of vacation during other student recess periods and at other times of the year provided that, in the judgment of the Director of Facilities, the District's operational needs can be met without additional staff coverage. Requests for vacation other than during the summer recess will be addressed on a "first-come, first-served" basis. Vacation scheduling may be varied for special circumstances in individual cases such as weddings, graduations and similar events.  
  
(2) Employees may carry over up to five days of unused vacation to the following year, but carry-over days will be lost if not used in such following year. Carry-over days will be the first days drawn down in each year. Vacation days that are rolled over into the final year of employment (retirement) and are not used will be paid at retirement.  
  
(3) Employees who are entitled to four weeks of vacation but have been unable to take the full allotment by the end of the year in which it is available may request payment at the end of the year for up to five days of unused vacation. This is in addition to the right of such employees to carry over five days of unused vacation; provided that an employee cannot be paid for and carry over the same days. Thus, for example, an employee who is entitled to four weeks of vacation and has not used ten days may request payment for five days and carry over five days.  
  
(4) Employees may, with prior approval, borrow up to five days of paid vacation from the allowance to become available the following July 1<sup>st</sup>, but if the employee does not work the full school year, any borrowed and unearned days must be repaid, and may be deducted from the final paycheck.
- E. Where employment is uninterrupted seniority shall govern in establishing vacation priorities.

**ARTICLE IX**  
**CUSTODIAL HOLIDAY SCHEDULE**

- A. The Unit President shall be consulted annually before the adoption of this schedule. (Exhibit B)
- B. When a scheduled holiday falls on a Monday, employees scheduled to work the Tuesday through Saturday shift shall take off the Tuesday following the scheduled holiday.

- C. Unit members will not report to work during any weekdays from December 24 through December 31. There shall be fourteen additional contract holidays, to be set so as to correspond to the contract holidays for the CSEA Clerical Unit.

**ARTICLE X**  
**RETIREMENT**

- A. The Employer shall be governed by the provisions of Section 75I of the New York State Retirement Law (twenty-year plan.)
- B. The employer shall be governed by the provisions of Sections 41K and 43 of the Retirement and Social Security Law, and Sections 243 of the Military Law (Military Service Credit).
- C. The Employer shall be governed by Section 60B of the Retirement and Social Security Law (guaranteed minimum death benefit).
- D. The Employer shall be governed by Section 41J of the New York State Retirement and Social Security Law that provides for application of unused sick leave for service credit upon retirement.

**ARTICLE XI**  
**PERSONAL LEAVE, BEREAVEMENT LEAVE, JURY DUTY**

- A. Absence, personal business: A total of three days in one year may be used for excused absence to attend to personal business. Requests for such absence shall be made in writing, on a form provided (See Exhibit C) and except in emergencies, be submitted forty-eight (48) hours in advance of the absence to the immediate superior and the Director of Facilities. The first two personal business days used in any year shall not be charged to sick leave. The third day may be granted with the approval of the Director of Facilities or the Assistant Superintendent of Schools, and shall be granted so long as the employee has identified a need for leave to attend to matters which cannot reasonably be handled on the employee's personal time. The third day, if used, will be charged to accumulated sick leave. Unit members who do not have any accrued unused leave time available to use, shall not be eligible to use a third day. The use of a third personal business day shall not be counted as sick leave usage for purposes of the good attendance program provided for in Article VII. Requests for personal business days in excess of three per year shall receive consideration provided the reason for the request is disclosed to the Superintendent of Schools. Requests for personal business days will not be honored for days immediately preceding or immediately following vacations. Except in the case of emergencies, personal days may not be taken before or after holidays or vacation periods.

- B. Any unused personal leave shall be added to the accumulated days available for sick leave, subject to the maximum number of days noted in Article VII, Section D. Such days shall not be considered thenceforth as personal days for use in future years.
- C. Absence, death in family: Up to five (5) working days may be granted in each case of death in the immediate family and shall not be deducted from sick leave. The immediate family includes: husband, wife, domestic partner, son, daughter, step-child, grandchild, mother, father, grandparent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-parent, and other relative living in the employee's immediate household. Requests to attend funerals other than those specified or to make funeral arrangements for persons other than those specified will receive consideration on a case-by-case basis. For purposes of this section, the definition of "Domestic Partner" shall be consistent with the definition of "Domestic Partner" that is set forth by the District's designated Health Plan.
- D. Absence, Jury Duty: Full salary will be allowed for regular jury duty up to a maximum of two (2) weeks (and for Grand Jury Duty up to a maximum of four (4) weeks) providing the employee makes a written request to the Assistant Superintendent for at least two (2) weeks in advance and turns over to the School District his/her jury duty payments, exclusive of transportation.

Employees on day shift - If an employee serves on jury duty four (4) or more hours per day he/she shall not be required to report for work after being released.

Employees on night shift - After having served one (1) full week on jury duty, employees serving more than four (4) hours per day shall not be required to report to work. Those serving less than four (4) hours must report for four (4) hours of work during their normal shifts.

- E. Absence for jury service in excess of that allowed in D. above shall receive the consideration of the Assistant Superintendent for possible reimbursement.
- F. Absence, Family Illness: Up to two (2) days per year shall be granted for illness in the immediate family (parent, spouse, domestic partner, or child). Such leave shall be in addition to sick leave. Unused days under this provision shall not accumulate year to year. Certification of illness may be required under this provision. For purposes of this section, the definition of "Domestic Partner" shall be consistent with the definition of "Domestic Partner" that is set forth by the District's designated Health Plan.

Newly hired employees shall not be eligible for personal leave until they have served at least three (3) months when they will be eligible for one (1) day's credit; nine (9) months when they will be eligible for two (2) day's credit.



## **ARTICLE XII**

### **WORKING CONDITIONS**

- A. Any proposed changes in personnel rules, working conditions, transfers etc., will be submitted to the CSEA for review before being adopted. An opportunity will be given CSEA to submit recommendations concerning such change, which shall be considered.
- B. The workweek shall begin on Monday or Tuesday, and include five consecutive 8-hour days, Monday through Friday, or Tuesday through Saturday, and shall provide for two (2) consecutive days off and a minimum of nine (9) hours between shifts. Employees hired after **July 1, 2006** may have their contractual work shifts adjusted one hour in either direction and may be placed on a Tuesday through Saturday shift.

When school is in session, working shift for Monday-Friday employees will be 7:00 a.m. to 3:30 p.m., 11:00 a.m. to 7:30 p.m., and 2:30 p.m. to 11:00 p.m. *See* Section P of this Article for summer hours.

When school is in session, working shifts for Tuesday-Saturday employees will be the same as for Monday-Friday employees, except that the employee's working hours on Friday will be 1:30 p.m. to 10:00 p.m. instead of 2:30 p.m. to 11:00 p.m. *See* Section P of this Article for summer hours.

If a cleaner, custodial worker or custodian vacancy occurs in a building, the incumbent Saturday person in that building will be given first preference for filling the vacancy.

If an existing employee (other than a volunteer) is to fill a Saturday position, it shall be the cleaner, custodial worker or custodian (if a building position) or maintenance laborer (if a grounds position) with the least District seniority.

- C. When an employee is assigned to perform the duties of a lower classification with no change in title, he/she shall be guaranteed his/her regular rate of pay for his/her classification.
- D. Employees filling positions that have been, or will be, reclassified by the Department of Civil Service, are to remain in these positions at the salaries specified under their present titles. Employees, who so desire, will be provisionally appointed to the position as classified by the Department of Civil Service, and placed on the salary schedule for such position. Employees will not be promoted unless an opening exists in a position properly classified by the Department of Civil Service.
- E. Personnel may advance from one category to another if a vacancy exists by (1) obtaining the recommendation of his/her administrative superior, and (2) passing the appropriate Civil Service examination. All promotional advancements must be recommended by the Superintendent of Schools to the Board of Education for approval.

- F. Except as provided in Section (D) above, when an employee is appointed to, reclassified to, transferred to, or promoted to a position with a higher schedule, he/she shall be placed on the corresponding step on the higher schedule.
- G. Whenever it becomes necessary to create new titles within the District, salaries and grades for such titles shall be negotiated in good faith with CSEA representatives before being implemented. If an agreement cannot be reached between both parties, the Board shall establish the appropriate salary range.
- H. It is understood that grass cutting and leaf removal shall not interrupt instruction. If it cannot be accomplished by 8:30 AM, the District shall meet with the CSEA to discuss adjusting the work shift.
- I. Employees will be supplied uniforms by the District and will be expected to wear them during normal working hours. Each employee shall receive five shirts and five pairs of trousers. Maintenance staff (including maintenance mechanics and grounds crew), head custodians and senior custodians shall each receive one winter jacket per year. Other unit employees shall receive a winter jacket every other year, or more frequently if replacement is required for work-related wear and tear. All employees: one pair of durable and comfortable work-quality shoes or boots per year; grounds employees: as needed due to wear and tear. If the shoes or boots chosen by the District are medically unsuitable for an employee, the employee may opt instead to take a reimbursement of up to \$150 for a pair of work-quality shoes or boots. Rainwear will be provided for each employee every three (3) years or replaced as needed. Employees will be held responsible for the care of uniforms and replacements will be made as needed. Uniforms shall be issued before the opening of school in September.
- J. In case of assault upon an employee in the performance of his/her duties, while acting within the scope of his/her employment, the employee shall promptly report the assault to the building principal and to the Association. To the extent permitted by applicable law, the Board may, at its option, provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault.
- K. If an employee is sued as a result of any action taken by the employee while in pursuit and while acting in the scope of his/her employment, upon due and timely notification, the Board will provide legal counsel and render all necessary assistance to the employee in his/her defense. Prompt notice of any such complaint against an employee shall be given to the Employer, and the employee may notify the Association. It is understood, however, that this subdivision shall in all instances and in all respects be subject to and limited to the provisions of Section 3023 of the Education Law.
- L. Time lost by an employee in connection with any incident mentioned in this article shall not be charged against the employee if the incident was not the fault of the employee.
- M. Employees working three hours overtime during an emergency declared by the Superintendent or her/his designee will be given a meal reimbursement of fifteen (\$15.00)

dollars made from the Employee Welfare Fund. Expenditures thus made will be refunded to the Employee Welfare Fund by the District annually in June upon receipt of an invoice submitted to the Assistant Superintendent by the Association.

- N. Off-duty employees who remain on school premises during snow storms or other inclement weather shall be provided cots for resting.
- O. Temporary adjustments of work schedules' starting and ending time, to be known as "Flex-time," will be considered on a case-by-case basis to enable employees to meet household or other emergencies.
- P. Summer hours - Employees will be expected to work a 35-hour workweek during the summer. Summer hours shall be in effect from the Monday after High School graduation through the Friday before Labor Day or the day before the first day of work for teachers, whichever comes first. Summer hours for all personnel, except as stated below, will be 7:30 AM - 3:00 PM with a one-half hour lunch period. When needed, the two late shifts at Seely Place and Greenville will be 9:00 AM – 4:30 PM and 1:00 PM – 8:30 PM. When needed, the two late shifts at Edgemont Junior-Senior High School will be 9:30 AM – 5:00 PM and 1:00 PM – 8:30 PM. The hours for day-shift employees will be 7:00 AM – 2:30 PM. Summer hours worked in excess of 35 hours per week will be paid at time and one half (1.5) overtime rates.

If there are no volunteers for these late shifts, the assignment will then be made by inverse order of seniority. Summer "coffee" breaks, for all custodial staff working the day shift, shall be from 10:00 AM -10:10 AM and 2:00 PM - 2:10 PM.

- Q. The lunch "period" for the evening crew shall be 5:55-6:30 PM.
- R. If a holiday falls on Friday, the Saturday person may request substituting the previous Monday for the following Saturday providing there are no activities scheduled, and further providing that the request is made at least one (1) week in advance of said previous Monday.
- S. On days when schools are closed due to snow or other weather-related conditions ("snow days"), employees who report to work shall be paid as follows:
  - (1) For hours prior to the employee's regular shift, at the rate of time-and-one-half;
  - (2) For time worked during the employee's regular shift up to four hours, payment for a full day of work at straight time, even if the employee is permitted to leave work prior to the completion of four hours;
  - (3) For time worked in excess of four hours during the employee's regular shift, at the rate of one additional hour's pay for each hour worked in excess of four hours.

Night shift employees working on a snow day will be considered to be working the day shift, and will not be required to report to night duty. Snow day work for night shift employees will be rotated on an equitable basis.

When an employee is unable to report to work on a snow day, he/she may apply a current vacation or personal day in order to be paid at straight-time rates. Alternatively, the employee may request the opportunity to work a full “make-up” day to be worked in the same or the following pay period, but “make-up” days will not be used to displace regularly-scheduled overtime for other unit employees.

- T. Recess periods are defined as the winter, mid-winter and spring recess periods and the week before the opening and after the closing of school. During these recess periods workers regularly assigned to work the evening shift will be scheduled to work from 7:30 AM–4:00 PM. If, during a recess period, a District activity or a District-approved activity requires evening custodial support, evening workers can be scheduled to work an evening shift not to exceed 11:00 PM. If there are no volunteers for this shift, the assignment will be made by inverse order of seniority.
- U. If school is closed due to unused emergency days on the Friday immediately before Memorial Day, unit members will not have to report to work.

### **ARTICLE XIII** **HEALTH INSURANCE**

The Employer will pay the cost of premiums during the life of this agreement for the individual and dependent coverage plans SWSCHP for enrolled full-time employees. This includes the full cost for eligible dependents. This coverage is effective as follows:

- a) Full-time employees, who wish to enroll for health-insurance coverage prior to two (2) months of service (but not prior to employment in the District) may do so by paying the full cost of premiums for the months involved.
- b) As used in this Article, a full-time employee is one who is employed at least twenty (20) hours per week, and at least ten (10) months per year, and who either meets Civil Service requirements for “permanent” appointment, or was in his/her present classification on June 30, 1968.
- c) Benefits for new enrollees under the plan will not be effective until two (2) months after enrollment and will continue for two (2) months beyond the termination of employment with the District. This paragraph shall not apply to employees hired on or after July 1, 2023. Employees hired on or after July 1, 2023, shall have the option to either: (1) select health insurance to begin immediately upon their commencement of service with the District; or (2) select to have health insurance begin on the 1<sup>st</sup> of the month following the date they commence service with the District (e.g., if

commence service on September 18<sup>th</sup> may elect to wait for health insurance to begin until October 1<sup>st</sup>).

d) Health Insurance Waiver

1. The District shall pay for any member of the custodial unit who agrees to waive health-insurance coverage for one year the sum of \$1,500 annually for the waiver and withdrawal; if four or more waivers are received for any year, then the waiver payment will be increased to \$3,500 per qualifying employee. To qualify for a waiver, the employee must present proof of coverage for other health/hospitalization insurance. In the event of a situation occurring after withdrawal in which the member's coverage would otherwise be terminated, the District shall allow reentry to the extent permitted by the insurance policy upon a *pro rata* repayment of the amount paid for the waiver and withdrawal.

2. Effective July 1, 2023, in each year that at least an average of twenty percent (20%) of the unit declines the District provided health insurance benefits, such unit members shall receive two thousand (\$2,000) for declining individual coverage or five thousand (\$5,000) for declining family coverage. By the last paycheck in the school year, should at least an average of twenty percent (20%) of the unit members decline coverage for a full 12 months (July 1-June 30), such unit members will receive a lump sum payment equal to the difference between the increased benefits in this subsection and benefits set forth in subsection d(1). If the unit fails to meet the 20% requirement set forth in paragraph d(1), such unit members will be entitled to receive the declination buyout set forth in subsection d(1).

e) Retiree Health- In order for a retiring employee to carry health insurance into retirement such person must have been a full-time employee in the District for no less than ten (10) years. For employees hired after August 31, 2023, if they retire from full-time District service into the New York State Employee Retirement System (per the ERS definition of service requirement) after seven (7) years of employment in the District will be entitled to retiree health insurance coverage of the type they held at the time of retirement, with a retiree contribution at the same rate as was in effect during the employee's last day of service prior to retirement.

f) Any change from the consortium to a different health insurance plan shall be by mutual agreement between the Board and the Custodial and Maintenance Unit. The Custodial and Maintenance Unit's consent to such change shall not be unreasonably withheld. The unit shall be given no less than ninety (90) days notice of any proposed change from the Consortium to another health-insurance plan.

g) All eligible employees shall make a contribution to the District Health Plan as follows:

Effective July 1, 2023: 14.75% of premium;  
Effective July 1, 2024: 15.0% of premium;  
Effective July 1, 2025: 15.25% of premium;

- h) Commencing with employees who retire effective at the close of business on the last working day of the 2016-2017 school year and thereafter, and who maintain retiree coverage for themselves and a spouse, there will be no reimbursement for the Medicare Part B premium attributable to the retiree's spouse. For employees hired on or after August 31, 2023, the District shall only reimburse for the minimum Medicare Part B premium, and will not be responsible for any IRMAA premium contributions.

**ARTICLE XIV**  
**EMPLOYEE BENEFITS**

A. Welfare Fund

An employee welfare fund shall be maintained by the Custodial Unit for the purpose of providing fringe benefits other than those provided directly by the District. The amount of yearly funding by the District will be \$350 per employee effective July 1, 2013.

B. C.S.E.A. Benefit Fund

Effective July 1, 1983, the District will remit premiums for Dental Insurance and Vision Care Insurance directly to the Civil Service Employee's Association Employee Benefit Fund at prevailing rates.

The District will provide employees with the CSEA Employee Benefit Fund Family Horizon Dental Plan and the CSEA Employee Benefit Fund Family Vision Plan.

Beginning with the 1998-99 school year the District will offer a "125 Plan" to the members of the Custodial Unit.

Effective July 1, 2023, the District will offer 457 and 529 plans. Implementation of the 457 and 529 plans shall be subject to the ratification of the applicable plan documents by the Board of Education and completion of any on-boarding tasks.

C. New York State Disability Benefits

Minimum coverage shall be provided through the State Insurance Fund. Whenever an employee is absent on a disability basis, the absence shall be deducted from sick leave and reimbursement received by the Employer from the State Insurance Fund for the employee's absence shall be used to extend the employee's sick leave on a dollar-for-dollar basis.

D. Medical Examination

A medical examination reimbursement not to exceed \$50 will be granted to any employee covered by this contract having such examination during the year. Reimbursement for such examination will be made from the Employee Welfare Fund. At the close of the fiscal year the District will refund the total amount advanced for this purpose.

E. Personal Effects

Employees who have watches or eyeglasses broken accidentally while they are in the active pursuit of their jobs shall be entitled to cash reimbursement from the Employee Welfare Fund for same to a maximum amount of \$40 per item. At the close of the fiscal year the District will refund the total amount advanced for this purpose.

F. Effective November 26, 1990, the District shall provide a Group Term Life Insurance Policy in the amount of \$40,000 for each employee in the bargaining unit.

G. Employees will be provided with safety work shoes as provided in Article XII(I), which they will be required to wear during appropriate work assignments. A vendor will be designated by the District and employees will be provided with appropriate work shoes by the designated vendor.

H. Effective July 1, 2013, an employees who is determined by the Director of Facilities to be authorized for the issuance of a District “smart phone” will have the option of using his/her personal “smart phone” in lieu of District-issued equipment. In such case, the employee will be reimbursed in the amount of the monthly savings realized by the District, rounded to the nearest dollar. This reimbursement will be issued in the form of a stipend payable as part of regular payroll, and will be reported as taxable income.

**ARTICLE XV**  
**DISCIPLINE**

A. Each new employee shall be advised of the rules governing his/her conduct while in the employ of the Edgemont School District.

B. Employees shall be subject to discipline only for incompetence or misconduct.

C. If during an investigation of a felony committed on school property, the Employer requires an employee to take a polygraph examination, the employee shall be reimbursed \$100 for the inconvenience this caused.

D. Prior to any action being taken that shall adversely affect an employee’s earnings or status, except for payroll deductions for lateness or absences, oral and written warnings must have preceded such action.

E. Except for temporary and non-tenured employees, prior to action being taken to suspend or dismiss an employee, the school administration shall have first served him/her with a copy of the disciplinary charges, including the proposed penalty, prior to any action being taken. Simultaneously, a copy of said notice will be sent to the CSEA Unit President and the CSEA Field Representative. For competitive class employees who have completed their probationary periods, any action to discipline or to dismiss shall be reviewable according to Sections 75, 76, and 77 of Civil Service Law. In addition, upon completion of eighteen

months (18) of service with the District all non-competitive and labor class employees shall be afforded the same rights as competitive class employees under Section 75 of the Civil Service Law as it relates to reduction in the work force, removal and/or discipline, unless in the sixteenth (16) month the employee was notified that his/her performance or his/her behavior requires an extension of the probationary period for an additional twelve (12) months, thereby making said probationary period effectively thirty (30) months in all.

- F. If the District and the Association agree in a matter of alleged misconduct of an employee, the matter may be resolved by a negotiated settlement without formal charges being preferred.

## **ARTICLE XVI**

### **HIRING POLICY AND SENIORITY**

#### A. Beginning Employment Requirements

All new employees will be required to pass the required Civil Service examination for the position for which employed. Positions are to be filled by canvassing the Civil Service list when available. When no Civil Service list for that position exists, provisional appointments may be made subject to the rules and regulations of the Department of Civil Service, upon the recommendation of the immediate superior with the approval of the Assistant Superintendent, the Superintendent of Schools, and the Board of Education.

#### B. Job Openings

CSEA shall receive written notification suitable for posting of all job openings for positions covered by this Agreement.

#### C. Promotions

Preference will be given to qualified current employees for promotional opportunities and vacancies before outside help is hired. In the instance when more than one qualified employee is eligible for an appointment to a promotional opportunity or vacancy, seniority shall be given consideration.

#### D. Seniority

Seniority shall commence on the date of first being given an appointment by the Board of Education.



## **ARTICLE XVII**

### **GRIEVANCE PROCEDURES**

Step One: All grievances shall be filed with the employee's immediate supervisor no later than thirty (30) calendar days after the date upon which the alleged grievance arose or upon which the employee knew or should have known of the situation constituting the grievance. The employee's immediate supervisor shall schedule a meeting to hear the grievance with the employee and a representative of the CSEA. All parties named in the grievance shall participate, but the failure of any party to participate shall not delay the disposition of the grievance.

The employee's immediate supervisor shall act upon each grievance filed within ten (10) working days after it has been filed and shall furnish the grievant and the CSEA with a written decision within that period.

Step Two: In the event the grievance is not resolved to the mutual satisfaction of the parties in Step One, then an appeal may be made to the Superintendent of Schools or her/his designee. Such an appeal must be filed no later than ten (10) working days after the receipt of the Step One decision. An appeal to the Superintendent shall be in writing and shall include (1) the written grievance filed in Step One, (2) a statement of the reasons for the appeal. A meeting to hear each grievance processed to this step shall be conducted by the Superintendent or her/his designee within fifteen (15) working days after the filing of an appeal to Step Two. The Superintendent shall have ten (10) working days after the grievance has been presented at the said oral hearing within which to act upon the grievance, and shall furnish the grievant and the CSEA with a written decision within that period.

In order to encourage attempts at resolution, either party may extend one of the above deadlines by ten (10) calendar days one time in the process. Notice of the extension shall be given to the other party prior to the extension.

Step Three: Any grievance that has not been resolved in Step Two of this procedure may be submitted to advisory arbitration by the Union. A grievance may not be submitted to arbitration unless (a) a decision has been rendered by the Superintendent under Step Two, or (b) the time limit specified for such a decision has expired and no decision is forthcoming.

All demands for arbitration shall be filed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. Demands for arbitration must be filed within seven (7) calendar days after the receipt of the decision of the Superintendent under Step Two of the grievance procedure, or within fourteen (14) days after the date such decision was due if no decision was rendered. Copies of the request for arbitration shall be forwarded to the opposing party, and the parties shall attempt to identify a mutually acceptable arbitrator. If the parties cannot agree upon an arbitrator, appointments shall be made from a list supplied by the American Arbitration Association.

The arbitrator's decision and award shall be advisory, but the parties shall give good faith consideration to the arbitrator's findings and suggested remedy, if any.

The costs and expenses of the arbitration shall be shared equally by the Board and the CSEA. All costs incurred in preparing and presenting the arbitration, including witness costs, shall be borne by the party incurring them.

## **ARTICLE XVIII**

**Section 1.** Duration of Agreement- The term of the Agreement shall be from July 1, 2023, to and including June 30, 2026, and thereafter from year to year, unless one party gives notice in writing to the other party by March 1, 2026, of its intention to modify or terminate any provisions of this Agreement.

**Section 2.** The final text of any new collective bargaining agreement will be delivered to CSEA for printing no later than three months after mutual ratification.

**Section 3.** It is agreed that the salary schedule for the years beginning July 1, 2023 and ending June 30, 2026 be and is modified as shown in Exhibit A (attached).

Contract year commencing July 1, 2023: Salary Schedule shall be increased by 2.0%; After applying the 2% increase, Step 14 for the Maintenance Foreman Grounds positions, Custodial Worker/Groundskeeper and Maintenance Mechanic Building titles shall be increased by \$1,000

Contract year commencing July 1, 2024: Salary Schedule shall be increased by 2.0%;

Contract year commencing July 1, 2025: - Salary Schedule shall be increased by the CPI with a minimum of 1.6% and a maximum of 2.0%. For purposes of computing the CPI, it is agreed that CPI shall be the Consumer Price Index in the NY Metropolitan Area (CPI-U) for the 12-month period ending in January 2025.

**Section 4.** The position of Back-up Responder will include responding to all District locations. This position will be posted annually. The aggregate stipend for this position will be \$6,000 per year, which shall be divided in the School District's discretion among the unit employees asked to take on that responsibility.

**Section 5.** The aggregate stipend offered to a member of the bargaining unit to oversee repairs of District-owned automobiles and small engines will be \$6,000, which shall be divided in the School District's discretion among the unit employees asked to take on that responsibility.

**Section 6.** The stipend offered to member(s) of the bargaining who act as Back-up Bus driver(s) shall be \$2,100 per driver. This position will be posted annually by June 1<sup>st</sup>.

**ARTICLE XIX**

This Agreement represents the entire agreement of the parties and may be modified only by mutual agreement in writing signed by both parties.

**Board of Education  
Edgemont Union Free School District  
at Greenburgh  
Scarsdale, NY 10583**

**Custodial and Maintenance Section  
Edgemont Union Free School District  
at Greenburgh  
Civil Service Employees Assoc.  
Westchester County  
Scarsdale, NY 10583**

By: Kenneth R. Hamilton  
Dr. Kenneth R. Hamilton  
Superintendent of Schools

By: Andrea Falco  
Andrea Falco  
Unit President

Date: 2/28/24

Date: 3/1/2024

By: Patricia Russell  
Patricia Russell  
CSEA Labor Relations Specialist

Date: 3/1/2024

## EXHIBIT A 2023-2024 SALARY SCHEDULE

Note: Effective July 1, 2023, the 2023-2024 salary schedule shall be increased by 2.0%.

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Bus Driver/Maintenance Laborer	47,830	49,730	51,674	53,623	55,571	57,523	59,467	61,416	63,361	65,309	68,029	69,322	70,639	71,980
Custodian	47,830	49,730	51,674	53,623	55,571	57,523	59,467	61,416	63,361	65,309	68,029	69,322	70,639	71,980
Maintenance Laborer	47,830	49,730	51,674	53,623	55,571	57,523	59,467	61,416	63,361	65,309	68,029	69,322	70,639	71,980
Cleaner	46,534	48,432	50,379	52,326	54,274	56,225	58,171	60,120	62,064	64,012	66,730	67,999	69,291	70,607
Elem. Senior Custodian	50,517	52,469	54,417	56,363	58,312	60,264	62,209	64,157	66,103	68,048	70,769	72,113	73,483	74,879
EHS Senior Custodian	53,416	55,367	57,315	59,262	61,212	63,157	65,106	67,054	69,004	70,951	73,667	75,068	76,494	77,947
Maintenance Man I	54,219	56,171	58,122	60,072	62,024	63,972	65,923	67,875	69,821	71,775	74,489	75,904	77,347	78,816
Elem. Maintenance Mechanic	55,372	57,324	59,275	61,226	63,177	65,126	67,077	69,027	70,974	72,928	75,644	77,081	78,545	80,038
Elem. Head Custodian	55,372	57,324	59,275	61,226	63,177	65,126	67,077	69,027	70,974	72,928	75,644	77,081	78,545	80,038
Maintenance Foreman Grounds	56,110	58,056	60,003	61,948	63,893	65,840	67,787	69,729	71,674	73,623	76,336	77,786	79,264	81,770
Custodial Worker/Groundskeeper	56,110	58,056	60,003	61,948	63,893	65,840	67,787	69,729	71,674	73,623	76,336	77,786	79,264	81,770
Maintenance Mechanic Building	56,110	58,056	60,003	61,948	63,893	65,840	67,787	69,729	71,674	73,623	76,336	77,786	79,264	81,770
EHS Head Custodian	59,697	61,646	63,592	65,538	67,486	69,434	71,380	73,332	75,279	77,225	79,944	81,462	83,011	84,587
Maintenacne Extra Duties	55,520	57,471	59,423	61,371	63,325	65,273	67,224	69,174	71,121	73,075	75,788	77,228	78,696	80,191
Bus Driver/Maintenance Worker Buildings	50,254	52,111	53,962	55,815	57,664	60,197	61,369	63,223	65,072	66,926	69,758	71,083	72,434	73,810
Maintenance Mechanic Building Repairs	49,749	51,608	53,459	55,312	57,162	59,016	60,867	62,721	64,571	66,422	69,141	70,454	71,793	73,157

## 2024-2025 SALARY SCHEDULE

Note: Effective July 1, 2024, the 2024-2025 salary schedule shall be increased by 2.0%.

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Bus Driver/Maintenance Laborer	48,787	50,725	52,707	54,695	56,682	58,673	60,656	62,644	64,628	66,615	69,390	70,708	72,052	73,420
Custodian	48,787	50,725	52,707	54,695	56,682	58,673	60,656	62,644	64,628	66,615	69,390	70,708	72,052	73,420
Maintenance Laborer	48,787	50,725	52,707	54,695	56,682	58,673	60,656	62,644	64,628	66,615	69,390	70,708	72,052	73,420
Cleaner	47,465	49,401	51,387	53,373	55,359	57,350	59,334	61,322	63,305	65,292	68,065	69,359	70,677	72,019
Elem. Senior Custodian	51,527	53,518	55,505	57,490	59,478	61,469	63,453	65,440	67,425	69,409	72,184	73,555	74,953	76,377
EHS Senior Custodian	54,484	56,474	58,461	60,447	62,436	64,420	66,408	68,395	70,384	72,370	75,140	76,569	78,024	79,506
Maintenance Man I	55,303	57,294	59,284	61,273	63,264	65,251	67,241	69,233	71,217	73,211	75,979	77,422	78,894	80,392
Elem. Maintenance Mechanic	56,479	58,470	60,461	62,451	64,441	66,429	68,419	70,408	72,393	74,387	77,157	78,623	80,116	81,639
Elem. Head Custodian	56,479	58,470	60,461	62,451	64,441	66,429	68,419	70,408	72,393	74,387	77,157	78,623	80,116	81,639
Maintenance Foreman Grounds	57,232	59,217	61,203	63,187	65,171	67,157	69,143	71,124	73,107	75,095	77,863	79,342	80,849	83,405
Custodial Worker/Groundskeeper	57,232	59,217	61,203	63,187	65,171	67,157	69,143	71,124	73,107	75,095	77,863	79,342	80,849	83,405
Maintenance Mechanic Building	57,232	59,217	61,203	63,187	65,171	67,157	69,143	71,124	73,107	75,095	77,863	79,342	80,849	83,405
EHS Head Custodian	60,891	62,879	64,864	66,849	68,836	70,823	72,808	74,799	76,785	78,770	81,543	83,091	84,671	86,279
Maintenacne Extra Duties	56,630	58,620	60,611	62,598	64,592	66,578	68,568	70,557	72,543	74,537	77,304	78,773	80,270	81,795
Bus Driver/Maintenance Worker Buildings	51,259	53,153	55,041	56,931	58,817	61,401	62,596	64,487	66,373	68,265	71,153	72,505	73,883	75,286
Maintenance Mechanic Building Repairs	50,744	52,640	54,528	56,418	58,305	60,196	62,084	63,975	65,862	67,750	70,524	71,863	73,229	74,620

## 2025-2026 SALARY SCHEDULE

Note: Increases to be between 1.60% - 2.00% based on CPI in the NY Metropolitan Area (CPI-U) for the 12-month period ending in January of the preceding fiscal year.

Step	1		2		3		4		5		6		7	
	Min (1.6%)	Max (2.0%)	Min (1.6%)	Max (2.0%)	Min (1.6%)	Max (2.0%)	Min (1.6%)	Max (2.0%)	Min (1.6%)	Max (2.0%)	Min (1.6%)	Max (2.0%)	Min (1.6%)	Max (2.0%)
Bus Driver/Maintenance Laborer	49,568	49,763	51,537	51,740	53,550	53,761	55,570	55,789	57,589	57,816	59,612	59,846	61,626	61,869
Custodian	49,568	49,763	51,537	51,740	53,550	53,761	55,570	55,789	57,589	57,816	59,612	59,846	61,626	61,869
Maintenance Laborer	49,568	49,763	51,537	51,740	53,550	53,761	55,570	55,789	57,589	57,816	59,612	59,846	61,626	61,869
Cleaner	48,224	48,414	50,191	50,389	52,209	52,415	54,227	54,440	56,245	56,466	58,268	58,497	60,283	60,521
Elem. Senior Custodian	52,351	52,558	54,374	54,588	56,393	56,615	58,410	58,640	60,430	60,668	62,453	62,698	64,468	64,722
EHS Senior Custodian	55,356	55,574	57,378	57,603	59,396	59,630	61,414	61,656	63,435	63,685	65,451	65,708	67,471	67,736
Maintenance Man 1	56,188	56,409	58,211	58,440	60,233	60,470	62,253	62,498	64,276	64,529	66,295	66,556	68,317	68,586
Elem. Maintenance Mechanic	57,383	57,609	59,406	59,639	61,428	61,670	63,450	63,700	65,472	65,730	67,492	67,758	69,514	69,787
Elem. Head Custodian	57,383	57,609	59,406	59,639	61,428	61,670	63,450	63,700	65,472	65,730	67,492	67,758	69,514	69,787
Maintenance Foreman Grounds	58,148	58,377	60,164	60,401	62,182	62,427	64,198	64,451	66,214	66,474	68,232	68,500	70,249	70,526
Custodial Worker/Groundskeeper	58,148	58,377	60,164	60,401	62,182	62,427	64,198	64,451	66,214	66,474	68,232	68,500	70,249	70,526
Maintenance Mechanic Building	58,148	58,377	60,164	60,401	62,182	62,427	64,198	64,451	66,214	66,474	68,232	68,500	70,249	70,526
EHS Head Custodian	61,865	62,109	63,885	64,137	65,902	66,161	67,919	68,186	69,937	70,213	71,956	72,239	73,973	74,264
Maintenacne Extra Duties	57,536	57,763	59,558	59,792	61,581	61,823	63,600	63,850	65,625	65,884	67,643	67,910	69,665	69,939
Bus Driver/Maintenance Worker Buildings	52,079	52,284	54,003	54,216	55,922	56,142	57,842	58,070	59,758	59,993	62,383	62,629	63,598	63,848
Maintenance Mechanic Building Repairs	51,556	51,759	53,482	53,693	55,400	55,619	57,321	57,546	59,238	59,471	61,159	61,400	63,077	63,326
Step	8		9		10		11		12		13		14	
	Min (1.6%)	Max (2.0%)	Min (1.6%)	Max (2.0%)	Min (1.6%)	Max (2.0%)	Min (1.6%)	Max (2.0%)	Min (1.6%)	Max (2.0%)	Min (1.6%)	Max (2.0%)	Min (1.6%)	Max (2.0%)
Bus Driver/Maintenance Laborer	63,646	63,897	65,662	65,921	67,681	67,947	70,500	70,778	71,839	72,122	73,205	73,493	74,595	74,888
Custodian	63,646	63,897	65,662	65,921	67,681	67,947	70,500	70,778	71,839	72,122	73,205	73,493	74,595	74,888
Maintenance Laborer	63,646	63,897	65,662	65,921	67,681	67,947	70,500	70,778	71,839	72,122	73,205	73,493	74,595	74,888
Cleaner	62,303	62,548	64,318	64,571	66,337	66,598	69,154	69,426	70,469	70,746	71,808	72,091	73,171	73,459
Elem. Senior Custodian	66,487	66,749	68,504	68,774	70,520	70,797	73,339	73,628	74,732	75,026	76,152	76,452	77,599	77,905
EHS Senior Custodian	69,489	69,763	71,510	71,792	73,528	73,817	76,342	76,643	77,794	78,100	79,272	79,584	80,778	81,096
Maintenance Man 1	70,341	70,618	72,356	72,641	74,382	74,675	77,195	77,499	78,661	78,970	80,156	80,472	81,678	82,000
Elem. Maintenance Mechanic	71,535	71,816	73,551	73,841	75,577	75,875	78,392	78,700	79,881	80,195	81,398	81,718	82,945	83,272
Elem. Head Custodian	71,535	71,816	73,551	73,841	75,577	75,875	78,392	78,700	79,881	80,195	81,398	81,718	82,945	83,272
Maintenance Foreman Grounds	72,262	72,546	74,277	74,569	76,297	76,597	79,109	79,420	80,611	80,929	82,143	82,466	84,739	85,073
Custodial Worker/Groundskeeper	72,262	72,546	74,277	74,569	76,297	76,597	79,109	79,420	80,611	80,929	82,143	82,466	84,739	85,073
Maintenance Mechanic Building	72,262	72,546	74,277	74,569	76,297	76,597	79,109	79,420	80,611	80,929	82,143	82,466	84,739	85,073
EHS Head Custodian	75,996	76,295	78,014	78,321	80,030	80,345	82,848	83,174	84,420	84,753	86,026	86,364	87,659	88,005
Maintenacne Extra Duties	71,686	71,968	73,704	73,994	75,730	76,028	78,541	78,850	80,033	80,348	81,554	81,875	83,104	83,431
Bus Driver/Maintenance Worker Buildings	65,519	65,777	67,435	67,700	69,357	69,630	72,291	72,576	73,665	73,955	75,065	75,361	76,491	76,792
Maintenance Mechanic Building Repairs	64,999	65,255	66,916	67,179	68,834	69,105	71,652	71,934	73,013	73,300	74,401	74,694	75,814	76,112

## EXHIBIT B

### CUSTODIAL HOLIDAY SCHEDULE 2023-2024

Note: The Custodial Holiday Schedule below identifies the agreed-to holidays within the 2023-2024 school year. The holiday schedule for the remaining years of the Contract (e.g., 2024-2025 and 2025-2026) will be determined annually.

<b>Date</b>	<b>Holiday</b>
Monday, July 3, 2023	Day prior to the 4 <sup>th</sup> of July
Tuesday, July 4, 2023	4 <sup>th</sup> of July
Monday, September 4, 2023	Labor Day
Monday, October 9, 2023	Indigenous Peoples Day/Columbus Day
Friday, November 10, 2023	Veterans Day
Thursday, November 23, 2023	Thanksgiving
Friday, November 24, 2023	Day after Thanksgiving
Monday, January 1, 2024	New Years Day
Monday, January 15, 2024	Dr. Martin Luther King, Jr. Day
Monday, February 19, 2024	Presidents Day
Friday, March 29, 2024	Good Friday
Monday, April 1, 2024	Easter Monday
Monday, May 27, 2024	Memorial Day
<i>Floating Holiday*</i>	

\* One Floating Holiday may be taken on any date not listed above where the schools are otherwise closed, including school breaks (e.g., summer recess, winter recess, mid-winter recess, and spring recess), September 25, 2023 (Yom Kippur), April 22, 2024 (the start of Passover), or June 19, 2024 (Juneteenth).

**EXHIBIT C  
REQUEST FOR ABSENCE FORM**

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Name of Employee Requesting Permission for Absence

\_\_\_\_\_  
Date(s) of Absence  
[Please include day(s) of the week and full date(s).]

Reason(s) for Absence(s): *(Please check one or more.)*

- Vacation Time
- Personal time (Please also respond below.)  
Reason why personal day is needed:

\_\_\_\_\_ *or* \_\_\_\_\_

- I prefer not to disclose the reason for my request.
- Anticipated Medical Appointment
- Anticipated Family Illness
- Bereavement Leave
- Floating Holiday

Signature of Employee: \_\_\_\_\_

Approved <input type="checkbox"/> Not Approved <input type="checkbox"/> <i>Rationale for disapproval:</i> _____ Signature of Immediate Supervisor: _____ Date: _____
Approved <input type="checkbox"/> Not Approved <input type="checkbox"/> <i>Rationale for disapproval:</i> _____ Signature of Assistant Superintendent: _____ Date: _____