

AGREEMENT made this 6<sup>th</sup> day of ~~October~~<sup>November</sup>, 2023, by and between the BOARD OF EDUCATION OF THE SYOSSET CENTRAL SCHOOL DISTRICT (the "District") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, SYOSSET (the "Association").

WHEREAS, the District and the Association are parties to a collective bargaining agreement covering the period July 1, 2021 through June 30, 2025 (the "collective bargaining agreement"); and

WHEREAS, the District and the Association have not yet executed the collective bargaining agreement covering said period; and

WHEREAS, following the parties' ratification of the underlying memoranda of agreement setting for the terms and conditions of said collective bargaining agreement, the parties engaged in further negotiations concerning an optional vision benefit and the addition of certain titles to the bargaining unit; and

WHEREAS, the parties now wish to memorialize their agreement regarding said additional terms and conditions and arrange for their incorporation in the parties' collective bargaining agreement;

NOW, THEREFORE, in consideration of the mutual promises and undertaking contained herein, the parties agree as follows:

- I. Optional Vision Benefit: A new Section L shall be added to Article 4, *Benefits*, which shall read as follows:

*The District shall permit bargaining unit members to enroll themselves and their eligible dependents, at the sole expense of the members, in the CSEA EBF Member Plus Vision Plan or in a mutually agreed to alternative plan. The full cost of such coverage shall be paid by each enrolling member by means of a payroll deduction on a pre-tax basis. The District shall have no obligation to pay any portion of any premium payments, expenses, reimbursements, or any other fees or costs associated with the provision of vision insurance.*

II. Addition of Titles to Bargaining Unit

- a. The following job titles shall be added to Article 1, "Recognition," of the collective bargaining agreement:
  - i. Assistant Bus Dispatcher
  - ii. Public Information Assistant
  - iii. Cleaner Bus Driver
  - iv. Maintainer Bus Driver
  - v. Custodian Bus Driver
  - vi. Messenger Bus Driver
  
- b. The job titles listed in subparagraph (a) above shall be entitled to the same terms and conditions of employment and level of fringe benefits afforded to other members of the bargaining unit as per the collective bargaining agreement, unless otherwise provided for in this agreement.
  
- c. Salary for the job titles listed in subparagraph (a) above shall be as follows:
  - i. The "Assistant Bus Dispatcher" job title shall be added to the existing salary column L, which shall be re-titled: "*Census Taker, Lab Asst/Aide, Stenographer, Dup Mach Aide, Asst Bus Disp*".
  - ii. The "Public Information Assistant" job title shall be added to the existing salary column for M, which shall be re-titled: "*IT Aide I, Bus Disp, Illust Aide, Sr Typ Clerk, Account Clerk, Sr Lib Clerk, Pub Info Asst*".
  - iii. There shall be a new salary column created for the "Cleaner Bus Driver" job title effective July 1, 2023, which shall be calculated by increasing the existing 2023-2024 salary column for "Cleaner" by 5%.

- iv. There shall be a new salary column created for the “Maintainer Bus Driver” job title effective July 1, 2023, which shall be calculated by increasing the existing 2023-2024 salary column for “Maintainer” by 5%.
- v. There shall be a new salary column created for the “Custodian Bus Driver” job title effective July 1, 2023, which shall be calculated by increasing the existing 2023-2024 salary column for “Custodian” by 5%.
- vi. There shall be a new salary column created for the “Messenger Bus Driver” job title effective July 1, 2023, which shall be calculated by increasing the existing 2023-2024 salary column for “Messenger” by 5%.

III. Additional Terms Applicable to Custodian Bus Driver Titles

- a. Nothing herein shall require the Board of Education to create one or more Cleaner Bus Driver, Maintainer Bus Driver, Custodian Bus Driver, or Messenger Bus Driver positions (hereinafter collectively referred to as “custodian bus driver” positions).
- b. Should the Board of Education act to create one or more custodian bus driver positions, existing bargaining unit members shall be given first consideration for appointment; however, nothing herein shall require the District to appoint any existing unit member. Existing bargaining unit members shall be eligible to make application to the Superintendent of Schools for appointment if: (1) the unit member meets the minimum qualifications for the position established by the Department of Civil Service; and (2) in the

Superintendent's judgment, the record of the applicant is one of faithful, competent service to the District.

- c. The District shall appoint no more than three (3) custodian bus drivers, in total, unless and until the District begins operation of one or more buses.
- d. The District shall arrange for and pay the cost of licensing and training existing bargaining unit members who are selected by the District for a custodian bus driver position.
- e. Upon the appointment of an existing unit member to a custodian bus driver position, the employee will be placed on the same step number as his/her current step of the applicable custodian bus driver lane.
- f. Existing bargaining unit members who change to a custodian bus driver job title shall do so without loss of seniority and shall retain any rights they may have under section 75 of the Civil Service Law, subject to subparagraph (g) below.
- g. Notwithstanding subparagraph (f), it is understood that bargaining unit members who change to a custodian bus driver job title shall be required to successfully complete a probationary period in the new position, the length of which shall be determined by the District. Rights to revert to a formerly held title shall be as per Civil Service rules and regulations.
- h. The contractual restrictions on the District's right to change the starting and/or ending times of shifts set forth in Article 7(C) of the collective bargaining agreement shall apply to custodian bus driver titles, unless and until the District begins operation of one or more buses.

- IV. The foregoing terms and conditions shall be incorporated into the parties' collective bargaining agreement for the period July 1, 2021 through June 30, 2025.
- V. The parties acknowledge that this Agreement represents the full, final, and complete terms and conditions of the parties' agreement with respect to this subject matter, so that this Agreement supersedes all prior agreements, whether oral or written, between the parties regarding the matter.
- VI. This Agreement may only be changed by a writing signed by both parties.
- VII. This Agreement shall not be binding unless approved by a resolution of the Board of Education of the District.

C.S.E.A. - SYOSSET PUBLIC SCHOOL UNIT

By:   
President

By:   
Labor Relations Specialist

SYOSSET CENTRAL SCHOOL DISTRICT

By:   
Dr. Thomas L. Rogers, Superintendent