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Contract Database Metadata Elements

Title: Copiague Union Free School District and Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO, Local 1000 & Suffolk County Educational Local 870, Copiague Supervisory Services Unit (1999)

Employer Name: Copiague Union Free School District

Union: Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO

Local: 1000 & Suffolk County Educational Local 870, Copiague Supervisory Services Unit

Effective Date: 07/01/99

Expiration Date: 06/30/03

Number of Pages: 15

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Copiague Ufsd And Csea Local 870
(Supervisory Services Unit)

AGREEMENT

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED
PR 0 9 2001
OFFICE OF THE CHAIR

by and between the
BOARD OF EDUCATION
of the
**COPIAGUE UNION FREE
SCHOOL DISTRICT**

and

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



Copiague Supervisory Services Unit
Suffolk County Educational Local 870

July 1, 1999 - June 30, 2003



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In order to effectuate the provisions of Article 14 of the Civil Service Law of the State of New York (The Public Employees Fair Employment Act) and to encourage and increase effective and harmonious working relationships between the Copiague Board of Education (hereinafter called the Board) and the Civil Service Employees Association, Inc., Local 1000, AFSCME AFL-CIO (hereinafter called the Union):

This Agreement is made and entered into on this 12th day of March 2001 by and between the Board and the Union and shall continue in full force and effect commencing July 1, 1999 through June 30, 2003.

ARTICLE 1
RECOGNITION

This Agreement covers all full-time employees employed by the Employer in the category of supervisory service employees including chief custodians, head custodians, and night foreman, and the Employer hereby recognizes the Union as exclusive collective bargaining representative of such employees. This recognition is to be for a period ending seven (7) months prior to the expiration of this Agreement or such longer period as may be the maximum permitted by law.

ARTICLE 2
LENGTH OF AGREEMENT

Except as is specifically provided to the contrary herein, this Agreement shall remain in full force and effect for the period July 1, 1999 up to and including June 30, 2003.

ARTICLE 3
MAINTENANCE OF STANDARDS

All employees shall be guaranteed wages and other terms and conditions of employment at not less than the highest standards in effect prior to execution of this Agreement, except for sick leave provisions which shall be as described herein, and improvements in wages and other terms and conditions of employment shall be made wherever this Agreement provides for a higher standard.

ARTICLE 4
SENIORITY

Except as otherwise specifically provided in this Agreement, seniority shall prevail in all respects including but not limited to layoffs and rehires and preference in work assignments and starting times.

ARTICLE 5
UNION SECURITY

No present or future employees in the Supervisory Services Union shall be compelled to join any Union.

Upon receipt of written authorization from present employees, the Employer will deduct from the wages of such employees an amount designated by the Union for membership dues in the Union and remit same to the Union at such time or times as are mutually agreed upon.

ARTICLE 6
ACCESS TO PREMISES

A duly authorized representative of the Union shall be permitted to visit any property of the Employer during normal working hours for the purpose of conferring with representatives of the Employer and with employees, provided that same does not interfere with normal operations and work schedules. However, such representative must upon entering school property first report to the office of the building principal. The representative must sign in, state the official business and sign out upon leaving.

ARTICLE 7
HOURS OF WORK

A. The normal work week, Monday through Friday, shall be forty (40) hours, eight (8) hours per day. Every hour or fraction thereof worked in excess of 40 hours per week or 8 hours per day shall be paid for in an amount equivalent to one and one-half of the applicable prorated hourly wage.

B. All overtime in the District will be on a rotating seniority basis. Employees will be awarded overtime according to their seniority standing in the District. Once overtime has been awarded, the employee will not receive overtime until every employee on the list has either refused or the list has been exhausted. This makes all employees eligible for overtime again. Those employees that refuse overtime must sign an Overtime Rejection Form, indicating their refusal and that reinstatement to the overtime list would require a letter to the Business Office stating their desire for reinstatement. They will then be put in their proper place on the seniority list one (1) week after their written statement has been received by the Business Office.

C. An employee's shift may be changed by the employer at its discretion for a period not to exceed two hours and an employee affected by such change shall be paid at the regular hourly rate.

The employer shall also have the right to make a shift change for any period of time provided said change is made on a permanent basis.

ARTICLE 8
RECALL

A. In the event an employee is recalled from home to report to work at times either prior to or after his regularly scheduled hours, the employee shall be paid time and one-half for all recall work and shall be guaranteed a minimum of two (2) hours work time.

B. In the event an employee is recalled from home to report to work on those certain holidays on which the employee is not scheduled to work and which are specified below, the employee shall be paid double for all recall work:

Independence Day	Day before Christmas	New Year's Day
Labor Day	Christmas Day	Memorial Day
Thanksgiving Day		

ARTICLE 9
SNOW REMOVAL

Snow removal is a necessary part of custodial work. Such services must be performed by the employees as and when required as part of their basic salaries.

ARTICLE 10
HOLIDAYS

A. Subject to Section B of this Article 10, employees will have the following holidays:

Independence Day	Thanksgiving Day	Martin Luther King, Jr. Day
Labor Day	Day after Thanksgiving	Lincoln's Birthday
Rosh Hashanah (1)	Day before Christmas	Washington's Birthday
Columbus Day	Christmas Day	Good Friday
Veterans' Day	New Year's Day	Memorial Day

B. When any of the above holidays fall on a Sunday, it shall be observed and granted on the following Monday, and when any of the above holidays fall on a Saturday, it shall be observed and granted on the previous Friday; provided, however, that if school is in session on such Friday or Monday, such holiday shall be added to vacation leave or be granted as soon thereafter as possible.

ARTICLE 11
SICK LEAVES & OTHER LEAVES OF ABSENCE

A. **Sick Days:** Employees may be absent for reasons of illness for up to thirteen (13) days in any school fiscal year without loss of pay. The accumulated number of sick days is unlimited, except that for employees hired after January 16, 2001, the accumulated number of unused sick days shall not exceed one hundred eighty (180) days.

B. Personal Days: An employee may be absent for personal reasons, other than sickness, for not more than five (5) days in any school year. Any such personal days taken by the employee shall be deducted from the thirteen allowable sick days.

The Board of Education and the employees have mutually agreed to a continuation of the removal of existing restrictions on the personal day policy for one year. It is the Association's contention that employees would use personal days with discretion and would not use these days consecutively whenever possible.

The Board of Education will review the use of personal days for the school years 1999-2000, 2000-2001, 2001-2002, and 2002-2003 with the Association. The Board of Education may reinstate the restrictions contained in the 1968-70 contract. This reinstatement is not negotiable.

C. Extended Sick Leave at Full Pay: In the event an employee suffers a continuous illness or extended disability which prohibits his working for a period in excess of his accumulated sick day allowance, he shall be entitled to an additional twenty (20) days absence without loss of pay. A request in writing, supported by a M.D. certificate indicating the nature of illness and/or disability and the probable date of return to duty, shall be presented. A medical examination performed by the School Physician may be required if the Superintendent of Schools deems it necessary. Any employee taking advantage of this extended sick leave allowance must replace the number of days used by him in the following manner:

1. At the end of each school fiscal year, the number of unused sick days remaining will not accumulate but will be used to replace the number of days used for extended sick leave purposes as herein provided. The Board of Education shall require the repayment of sick leave days used under the extended sick leave privilege as follows:

The first year after the use of extended sick leave privilege a repayment of not less than four (4) days must be made. An automatic salary deduction shall be made for any of the required repayment days not repaid from accumulated sick days. Such repayment is to be based on the salary in the year of illness. The same policy shall be in effect for the second, third and fourth year. All days used under this extended sick leave policy must be repaid by the end of the fifth year. Under no circumstances may sick leave days be borrowed from future accumulation of sick days to satisfy obligations under this policy.

2. If the employee leaves the District before all of the days used in the extended sick leave, as aforesaid, are replaced, the Board shall deduct from the employee's pay vouchers a sum equal to the employee's regular salary for the days not so replaced as aforesaid. In the event the sum owed is not fully recouped by the District from the employee's pay vouchers, the employee shall be responsible to repay the District directly the monies owed hereunder.

D. Extended Sick Leave at Two-Thirds Pay: In the event an employee suffers a continuous illness or extended disability prohibiting his return to duty after the expiration of his sick days, accumulated sick days, and extended sick leave of twenty (20) days, as herein provided, he shall nevertheless be entitled to receive two-thirds of his pay for a number of such additional days as he may be absent, depending upon his length of service within the District as hereinafter provided:

Years of Service	Number of Days Entitled at Two-Thirds Pay	Years of Service	Number of Days Entitled at Two-Thirds Pay
3 or less	0	8	40
4	15	9	45
5	25	10	50
6	30	11	55
7	35	12 or more	60

Any employee taking advantage of this extended sick leave at two-thirds pay must replace the full number of days (1-60 days) thereof used by the employee. The employee may replace the number of days thereof used in the following manner:

1. At the end of each school fiscal year, the number of unused sick days remaining will not accumulate but will be used to replace the number of days used for extended sick leave purposes as herein provided. The Board of Education shall require the repayment of sick leave days used under the extended sick leave privilege as follows:

The first year after the use of the extended sick leave privilege, a repayment of not less than six (6) days must be made. An automatic salary deduction shall be made for any of the required repayment days not repaid from accumulated sick days. Such repayment to be based on the salary in the year of illness. The same policy shall be in effect for each of the subsequent years after the use of extended sick leave until the days are all paid back in full. Under no circumstances may sick leave days be borrowed from future accumulation of sick days to satisfy obligations under this policy.

2. If the full-time employee leaves the District before all of the days used in the extended sick leave, as aforesaid, are replaced, the Board shall deduct from the employee's pay vouchers a sum equal to the employee's regular salary for the days not so replaced as aforesaid. In the event the sum owed is not fully recouped by the District from the employee's pay vouchers, the employee shall be responsible to repay the District directly the monies owed hereunder.

E. Employees who take advantage of the extended sick leave provisions under C and D of the Sick Leave Policy, requiring the repayment of borrowed sick days, shall not be entitled to the benefit of such extended sick leave again until all the borrowed days have been repaid.

ARTICLE 12 INSURANCE

A. The Board of Education will provide at no cost to the enrolled employee the New York State Health Insurance Plan presently in force in the school district. The District has the right to change insurance carrier provided the consent of the Union is obtained. New hires shall contribute fifteen (15%) percent of the individual and family premium cost of health insurance.

Waiver: Full-time unit members who are enrolled participants in the District's health insurance plan as of May 10, 1996 may opt to waive participation in said plan by submission of a waiver of coverage, in a form designated by the District, on or before June 15 of the previous school year. The unit member shall be paid on an annual basis the sum of \$1500 for family coverage or \$750 for individual coverage. Said payment, or prorata amount if the unit member does not exercise the option for the full year, shall be made in the last payroll in June, to the extent practical. No other unit members, including new hires, shall be eligible for this waiver option.

B. The Board of Education will provide a \$25,000 Life Insurance Policy upon execution of this Agreement for each full-time employee covered by this contract. Once the unit member reaches the age of 70, the face value of the life insurance shall be reduced in accordance with the carrier's rules and procedures. There will be a thirty-five (35%) percent reduction in the face value of the policy for persons who attain the age of 70 and an additional thirty-five (35%) percent reduction for persons who attain the age of 75.

C. The Board of Education shall provide a sum annually not to exceed \$100 per full-time employee covered under this contract for a dental insurance plan covering the individual employee only. Effective July 1, 2000, District contribution for dental insurance shall be increased to an annual sum not to exceed \$185.

The Supervisory Services Unit, as a whole, may elect to participate in the CSEA-EBF Dutchess County Family Plan for dental coverage provided the Unit President notifies the District of the Unit's election to do so. The District's annual contribution to the CSEA-EBF Dutchess County Family Plan shall not exceed \$100 per full-time employee, or applicable prorata amount if the Unit enrolls after July 1 of the contract year. Effective July 1, 2000, District contribution for dental insurance shall be increased to an annual sum not to exceed \$185. The District has the right to change insurance carriers as long as the benefits are similar.

D. The Board of Education shall provide at no cost to the enrolled employee, a Long Term Disability Insurance Policy. The plan so provided shall be selected by the Board of Education and shall provide that the Board may require an otherwise eligible employee to apply for benefits thereunder.

ARTICLE 13 **UNIFORMS**

Employees may be required by the Superintendent of Schools to wear work uniforms at all times when they are on duty. In the event the Superintendent of Schools requires employees to wear such uniforms, the school district shall provide appropriate summer weight and winter weight uniforms. The selection of the required uniforms shall be made by the Superintendent of Buildings and Grounds after consultation with the Union President.

ARTICLE 14
IDENTIFICATION TAGS

Unless alternate identification is provided and required by the District, all unit members shall be required to wear one district-issued identification tag at all times while on duty; the tag to be determined by the District.

ARTICLE 15
VACATIONS

A. Employees will receive two (2) weeks paid vacation per year after one (1) full year of service in the school district.

B. New employees with ten (10) or more months of service in the school district will receive two (2) weeks paid vacation at the end of the school year.

C. Employees will receive three (3) weeks paid vacation per year after five (5) full years of service and four (4) weeks paid vacation per year after twelve (12) full years of service in the school district.

ARTICLE 16
DEATH IN THE FAMILY

In the event of a death in the immediate family, an employee is allowed a maximum of five (5) days absence. These days are in addition to the sick leave policy and are not deducted from accumulated days. The immediate family includes the employee's spouse, children, mother and father, sister and brother. A substitute parent shall be considered a member of the immediate family if the employee has lived with this person for twelve (12) consecutive months. In the event of a death of a relation, an employee is allowed a maximum of three (3) days absence and these days are in addition to sick leave and are not deducted from accumulated days. Relations are defined as employee's mother-in-law, father-in-law, grandparents and grandchildren.

ARTICLE 17
JURY DUTY & COURT APPEARANCES

A. **Jury Duty:** If an employee receives a court notice to appear for jury duty, he must first submit such notice to the Superintendent of Buildings and Grounds for approval. When a leave is granted, it is understood that he will receive his regular salary less jury fees.

B. **Court Appearance:** If an employee is under subpoena or his services are required by the school district for a court appearance, such absence shall not be charged to sick leave or personal days. An official copy of the subpoena must be presented to the Superintendent of Buildings and Grounds. This does not apply if an employee goes to court on his own personal business.

ARTICLE 18
WAGES

Effective July 1, 1999 through June 30, 2003, the annual wages of the employees covered by this Agreement shall be in accordance with the Salary Placement Charts attached as Exhibits A, B, C, and D.

ARTICLE 19
NEW EMPLOYEES

New employees shall receive permanent status in accordance with applicable Civil Service or other legal requirements.

ARTICLE 20
LONGEVITY

Longevity stipends shall be paid to full-time employees covered under this contract according to the schedule below. Longevity stipends are not cumulative and are effective July 1 and January 1.

1999-2000:	\$ 450 commencing with the 12th year 550 commencing with the 15th year 725 commencing with the 20th year 925 commencing with the 25th year
2000-2001:	\$ 650 commencing with the 12th year 775 commencing with the 15th year 925 commencing with the 20th year 1125 commencing with the 25th year
2001-2002:	\$ 750 commencing with the 12th year 900 commencing with the 15th year 1050 commencing with the 20th year 1200 commencing with the 25th year
2002-2003:	\$ 875 commencing with the 12th year 1025 commencing with the 15th year 1175 commencing with the 20th year 1400 commencing with the 25th year

ARTICLE 21
RETIREMENT

A. The retirement plan of the New York State Employees Retirement System, known as Section 75.i of the Retirement and Social Security Law, shall be provided for all full-time employees covered under the contract.

B. Payment of Accumulated Sick Leave: All employees whose employment continues in this school district until retirement shall be entitled at the time of retirement under the New York State Employees Retirement System to receive payment for accumulated unused sick leave at the rate of one day for every two days so accumulated. Such payment shall be calculated on the basis of 1/240th of the employee's annual salary at the time of retirement. For employees hired after January 16, 2001, the accumulated sick leave payout shall be limited to one hundred eighty (180) days at the rate of one day for every two days so accumulated.

ARTICLE 22
PERSONNEL FILE

Any employee may inspect his Central Office personnel folder in the presence of a duly authorized Central Office administrator when an appointment has been made to do so. Such inspection shall take place during Central Office business hours. At the time of inspection, the employee may make notes concerning the contents of the folder.

ARTICLE 23
MANAGEMENT RIGHTS

The District is charged by law to have in all respects the superintendence, management and control of the District. Except as expressly limited herein, nothing contained is intended nor shall it have the effect of abridging or violating the rights or obligations accorded to or imposed upon the District by the laws of the State of New York.

ARTICLE 24
SECTION 125 OF THE I.R.S. CODE

The District shall provide to unit members an I.R.S. Section 125 flexible benefits plan.

ARTICLE 25
GRIEVANCE PROCEDURE

The Union and the Employer shall make reasonable efforts to resolve all grievances and disputes. A grievance is defined as a complaint by an employee based upon an alleged violation of the provisions of this contract.

INFORMAL STATE

First Level Aggrieved party contacts immediate supervisor for discussion of the grievance. If the grievance is not resolved, the aggrieved, the immediate supervisor, and the building principal shall meet at the request of the aggrieved for a further discussion of the grievance.

FORMAL STATE

- First Level** The employee shall present the grievance in writing to the Superintendent of Buildings and Grounds. A meeting with the aggrieved, immediate supervisor, Superintendent of Buildings and Grounds, and representative of the aggrieved shall be held. Failure to resolve the grievance at this level will result in proceeding to Level Two.
- Second Level** Within five (5) school days of the latter meeting, the aggrieved shall submit the grievance in writing to the Director of Personnel. Within five (5) school days, the Director of Personnel will hold a meeting with the aggrieved and anyone the aggrieved requests to represent him.
- Third Level** Within five (5) school days of the completion of the discussions at the Second Level, the aggrieved shall submit the grievance in writing to the Superintendent of Schools. The Superintendent of Schools shall hold a meeting within five (5) school days with the Director of Personnel, the representative of the aggrieved, and the aggrieved.
- Fourth Level** Within five (5) school days of the completion of the discussions at the Third Level, the aggrieved shall submit in writing, through the Superintendent of Schools, a request for a meeting with the Board of Education and the Superintendent of Schools. The Board of Education shall call such a meeting within fifteen (15) school days of the receipt of such request by the Superintendent of Schools and shall reach a decision within fifteen (15) school days of the first meeting. The aggrieved and the representative of the aggrieved shall be present.
- Fifth Level** In the event the grievance is not resolved, the dispute shall be submitted through final and binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. In such case, the cost of such arbitration shall be borne equally between the parties to the dispute.

A grievance will be deemed to have been waived unless presented within thirty (30) school days after the event or events on which the grievance is based is known or reasonably should have been known by the aggrieved party.

ARTICLE 26 MISCELLANEOUS

A. This Agreement sets forth the entire agreement between the parties and the same shall not be changed, altered or modified except by written instrument signed by both parties.

B. Pursuant to the provisions of subdivision 3(b) of Section 207 of the Civil Service Law, the Civil Service Employees Association, Inc. hereby 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.

C. In the event any part of this Agreement is determined to be unenforceable as being contrary to law, the remainder of this Agreement shall survive and continue in effect. Copies of this contract will be made available by the Board of Education and a copy distributed to each employee now employed or hereafter employed by the school district.

D. The Association shall notify the Board of Education at least six (6) months prior to the expiration of this contract of its intention to negotiate for a new contract and negotiations shall commence within two weeks thereafter.

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

COPIAGUE UNION FREE SCHOOL DISTRICT

By Allen R. Bolton
Superintendent of Schools

Bryan J. [Signature]
President, Board of Education

SUPERVISORY SERVICES UNIT

By Thomas Tilton
President
CSEA Inc., Local 1000 AFSCME AFL-CIO

Harold [Signature]
CSEA Labor Relations Specialist

EXHIBIT A
1999-2000 Salary Placement Chart

<u>Step</u>	<u>Head Custodian</u>	<u>Chief Custodian - MS</u>	<u>Chief Custodian - HS</u>
1	33,953	37,343	38,710
2	35,457	38,472	39,844
3	37,259	39,825	41,544
4	39,082	41,193	42,562
5	40,906	42,740	43,931
6	44,060	46,026	46,448

EXHIBIT B
2000-2001 Salary Placement Chart

<u>Step</u>	<u>Head Custodian</u>	<u>Chief Custodian - MS</u>	<u>Chief Custodian - HS</u>
1	34,972	38,463	39,871
2	36,521	39,626	41,039
3	38,377	41,020	42,790
4	40,254	42,429	43,839
5	42,133	44,022	45,249
6	45,382	47,407	47,841

EXHIBIT C
2001-2002 Salary Placement Chart

<u>Step</u>	<u>Head Custodian</u>	<u>Chief Custodian - MS</u>	<u>Chief Custodian - HS</u>
1	35,846	39,425	40,868
2	37,434	40,617	42,065
3	39,336	42,046	43,860
4	41,260	43,490	44,935
5	43,186	45,123	46,380
6	46,517	48,592	49,037

EXHIBIT D
2002-2003 Salary Placement Chart

<u>Step</u>	<u>Head Custodian</u>	<u>Chief Custodian - MS</u>	<u>Chief Custodian - HS</u>
1	36,921	40,608	42,094
2	38,557	41,836	43,327
3	40,516	43,307	45,176
4	42,498	44,795	46,283
5	44,482	46,477	47,771
6	47,913	50,050	50,508