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Contract Database Metadata Elements

Title: **Baldwin Union Free School District and Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO, Local 1000 (School Monitors/Health Aides) (2003)**

Employer Name: **Baldwin Union Free School District**

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

Local: **1000 (School Monitors/Health Aides)**

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AGREEMENT

between

CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO
(SCHOOL MONITORS/HEALTH AIDES)

and

BALDWIN UNION FREE SCHOOL DISTRICT

Baldwin, New York

September 1, 2003 through August 31, 2006

RECEIVED

DEC 09 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

111 Monitors
10 Health Aides

121 Total

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AGREEMENT by and between the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO and its BALDWIN SCHOOL MONITORS ASSOCIATION (hereinafter referred to as the "ASSOCIATION") and BALDWIN UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "DISTRICT") made this day of August 2004 retroactive to September 1, 2003.

ARTICLE I - RECOGNITION

The Association is hereby recognized as the sole and exclusive collective bargaining representative for all school monitors and health aides exclusive of substitute or temporary employees and exclusive of all other aides employed by the District on a full-time or part-time basis.

ARTICLE II - NO STRIKE

The Association agrees that it does not have and will not assert the right to strike against any government, including the District, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such strike.

ARTICLE III - SEPARABILITY

If a Federal or New York law or regulation or the final decision of a Federal or New York court or administrative agency affects any provision of this Agreement, such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this Agreement will not be affected. The District shall notify the Association of any changes and of any action to be taken hereunder.

ARTICLE IV - POSTING OF POSITIONS

When permanent vacancies in school monitor and health aide positions occur, they shall be posted in the main office of every school building. In making appointments, qualifications, seniority, other relevant factors, as well as service in the District will be considered. The ultimate selection of applicants rests with the Superintendent of Schools subject to final approval by the Board of Education pursuant to Education Law and Civil Service Law.

ARTICLE V - SALARY

9/1/03-8/31/04 - All Steps shall be increased by \$.45 per hour

9/1/04-8/31/05 - All Steps shall be increased by \$.45 per hour.

9/1/05-8/31/06 - All Steps shall be increased by \$.45 per hour.

Salary Steps shall be paid as of the first working day in September of each calendar year.

<u>School Monitors</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Step 1	\$11.29	\$11.74	\$12.19
Step 2	11.48	11.93	12.38
Step 3	11.68	12.13	12.58
Step 4	11.89	12.34	12.79
Step 5	12.14	12.59	13.04

<u>Health Aides</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Step 1	\$11.29	\$11.74	\$12.19
Step 2	11.62	12.07	12.52
Step 3	11.94	12.39	12.84
Step 4	12.27	12.72	13.17
Step 5	12.60	13.05	13.50

Covered employees hired prior to February 1st will be considered to have worked one (1) year, if the employment is uninterrupted.

In the event that a school monitor or health aide is requested to cover a temporary opening of another school monitor or health aide, the unit member will receive his/her regular rate of pay for the temporary position on his/her own step for days worked.

In the event that a school monitor is requested to substitute for a health aide for ten (10) consecutive school days, the school monitor will be paid on his/her own step at the health aide rate beginning with the eleventh (11th) day until the assignment is completed.

The District agrees that Hall Monitors/Health Aides who work more than three and one-half (3 ½) hours each day in the Middle School are entitled to a ten (10) minute coffee break during their shift.

ARTICLE VI - LONGEVITY

Employees currently on staff who have completed ten years of uninterrupted service will be paid fifty-five cents (\$.55) additional per hour above the salary schedule.

Employees currently on staff who have completed fifteen years of uninterrupted service will be paid one dollar and five cents (\$1.05) additional per hour above the salary schedule.

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
<u>School Monitors</u>			
After 10 Years	\$12.69	\$13.14	\$13.59
After 15 Years	13.19	13.64	14.09
	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
<u>Health Aides</u>			
After 10 Years	\$13.15	\$13.60	\$14.05
After 15 Years	13.65	14.10	14.55

ARTICLE VII - PAYROLL PROCEDURE

Employees are paid on an hourly basis for the number of hours actually worked. Covered employees are to be paid on the same pay dates as other employees of the District. The final paycheck will be mailed to the employee.

If a unit member is absent on a scheduled work day, the District may make the appropriate deduction from the next check or checks. If this occurs in more than three (3) different payroll periods, the District shall have the right to pay the employee for hours worked during the pay period for the balance of the school year as opposed to an annualized rate of pay.

ARTICLE VIII - OFFICIAL SCHOOL CLOSINGS

The District will pay employees the number of hours regularly scheduled to work when schools are closed officially because of snow and/or other emergencies, but only if other school days are not substituted therefore in the calendar by the Superintendent of Schools.

ARTICLE IX - SICK DAYS

School monitors and health aides shall be committed to regular school attendance. After one complete, uninterrupted year of service as a school monitor or health aide, four (4) paid sick leave days will be provided for illness. After three complete, uninterrupted years of service as a school monitor or health aide, five (5) paid sick leave days will be provided for illness. After five (5) complete, uninterrupted years of service

as a school monitor or health aide, six (6) paid sick leave days will be provided for illness. After ten (10) complete, uninterrupted years of service as a school monitor or health aide, seven (7) paid sick leave days will be provided for illness. Sick leave days may be accumulated up to a maximum of fifteen (15) days.

ARTICLE X - DEATH IN THE IMMEDIATE FAMILY

A maximum of three (3) paid bereavement days, per occurrence for absence due to death in the immediate family may be granted when requested by the employee and approved by the Superintendent of Schools. Members of the immediate family include the employee's spouse, parents, grandparents, children, siblings, grandchildren, daughter-in-law, son-in-law, mother-in-law, father-in-law, sister-in-law and brother-in-law. Bereavement days are not cumulative.

ARTICLE XI - EXAMINATION REQUIREMENTS

A. Upon employment by the district, a medical examination by personal physician or, when requested, school doctor is required.

B. Fingerprinting - The District will reimburse a school monitor or health aide the charge for the fingerprinting requirement of the State Education Department after a six (6) month period of employment provided the employee has passed the security check and presents a receipt for the fee.

ARTICLE XII - FIRST AID COURSE and CPR COURSE

Within one (1) month of employment health aides will pass a standardized Red Cross First Aid course. Covered employees are encouraged to make every effort to take a CPR course. The District shall provide at District expense, a CPR course to all Health Aides who are not certified in CPR. All such uncertified Health Aides shall be required to take the course. No disciplinary action will result if the employee is unable to pass the course. In such event, the District may, at its option and expense, require the employee to take the course on the next available opening until such employee has attained CPR certification.

ARTICLE XIII – HEALTH AND DENTAL INSURANCE

A. If allowed by regulatory agencies and the insurance company and if there is absolutely no cost or fee to the District, employees who may wish to participate in the District's health care plans may do so by the covered employee paying the entire cost of the premium (100% employee contribution). However, with respect to employees who are regularly scheduled to work four (4) hours per day or more, the District shall contribute fifty (50%) percent of the premium cost for individual coverage, and thirty-five (35%) percent of the cost differential between family coverage and individual coverage.

B. Effective September 1, 2004, the District shall make available dental insurance through the CSEA EBF Sunrise Dental Plan for those employees who work four (4) or more hours per day. The District's contribution toward that insurance shall be limited to \$250.00 per employee/per year for each year of the contract.

ARTICLE XIV - LIFE INSURANCE

The District shall provide life insurance coverage for those employees regularly scheduled to work four (4) hours per day or more in the principal amount of nine thousand (\$9,000.00) dollars. Employees who regularly work three (3) hours per day or more shall receive life insurance coverage in the principal amount of twenty-five hundred (\$2,500.00) dollars.

ARTICLE XV - INSERVICE TRAINING SESSIONS

After providing two (2) weeks notice, the hours of school monitors and/or health aides may be adjusted by no more than one-half hour per day to provide blocks of time for inservice training sessions.

The District has the discretion to schedule inservice training for unit members. The District agrees that it shall pay for all such training (including training reflected in Article 12), and the District agrees to pay for unit members' time for completing such training in the event the training occurs outside of normal working hours.

ARTICLE XVI - REDUCTION IN FORCE

In the event of school closings resulting in reduction in force, the most senior school monitors shall be retained as school monitors and the most senior health aides shall be retained as health aides.

ARTICLE XVII - PERSONAL PROPERTY DAMAGE

A pool of \$125 will be provided for covered employees in the event of personal property damages resulting from a verified student assault while engaged in the course of employment. Damages will be paid at the end of the school year in June. If claims exceed \$125, claims will be on a proportionate basis.

ARTICLE XVIII - ASSOCIATION RIGHTS

The District will permit the Association the responsible use of the covered employees' mail boxes for distribution of their material. All Association mail must be so marked. The District will provide to the Association the names and locations of newly appointed school monitors and health aides. The District will send to the Association copies of the Board of Education minutes.

ARTICLE XIX - INDEMNIFICATION

A. Covered employees shall be required to report to the building Principal all cases of assault suffered by covered employees and/or civil actions filed against them in connection with their employment. The building Principal shall forward the report to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report within three (3) working days.

B. The counsel, supplied by the District, shall inform the employee immediately of his/her rights under the law and shall provide such information as he/she deems necessary. The incident shall be school/work related and must occur in the school building or on District owned property. The employee must have been authorized and engaged in job related activity in a responsible and lawful manner.

C. In compliance with the conditions set forth, the District appointed counsel shall assist the employee as follows:

I. Obtaining from police and/or from the building Principal

- relevant information concerning the incident.
- 2. Accompanying the employee in court appearances.
- 3. Acting in other appropriate ways as liaison between the employee, the police and the courts.

The District agrees to provide legal counsel, subject to conditions set forth above to defend any employee in any action arising out of a student assault on an employee. No physical disciplinary action shall be taken against a student by an employee. Any assault action between employees shall be excluded.

ARTICLE XX - DUES DEDUCTIONS

- A. The District agrees to deduct from the employees' salaries dues for the Association as they individually and voluntarily authorize the same in writing, and to transmit the monies therefore promptly to the Association. Upon the fulfillment of that obligation, the District shall be held harmless by the Association and the individual employees with respect to such remittance.
- B. The Association will provide the Board with a list of those employees who have voluntarily authorized the Board to deduct dues and the total amount of dues to be deducted. The Association will notify the Board monthly of any changes in said list.
- C. Dues shall be deducted in ten (10) checks following thirty (30) days after the Association submission of its membership list but no sooner than November 1st of each year of this contract. Aides employed after April 1st will have dues deduction made commencing with the fall semester.

ARTICLE XXI - GRIEVANCE PROCEDURE

- A. Declaration of Policy
 - I. The purpose of this grievance procedure is to guarantee to employees covered by this Agreement the right to resolve conflicts in such a fashion as to promote and maintain harmonious and cooperative relationships with administrators and the Board of Education. It is essential to note that these relationships are governed generally by the provisions of the

Education Law and/or locally adopted policies, and that they may have serious effects upon the education, health and welfare of the youth of Baldwin.

2. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged. Nothing in this resolution nor in these procedures shall be construed to impede or curtail informal and cooperative attempts to resolve problems.

3. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

4. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the employee in the performance of his or her assignment and to assure compliance with this contract. They are not designed to be used for changing such rules or establishing new ones.

B. Procedural Steps

1. The primary purpose of the grievance procedure set forth below is to secure the equitable resolution of grievances at the earliest level possible. It is understood that grievance proceedings shall remain confidential when necessary in order to ensure privacy.

2. **First Stage:** The first procedural stage shall consist of the employee's oral presentation of his/her alleged grievance to his or her immediate supervisor within seven (7) calendar days after the occurrence of the alleged grievance. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not satisfactorily resolved at the first stage, such employee may proceed to the second stage.

3. **Second Stage:** The second procedural stage shall consist of a written request by the aggrieved employee within seven (7) calendar days after receiving the decision at the first stage for a review and determination of his/her grievance by the building Principal or the administrator to whom he/she is directly responsible. Such request shall include a statement setting forth the specific nature of the grievance, the facts relating thereto and indicating when and with whom stage one was conducted. Thereupon the Principal or administrator shall hold a

hearing within seven (7) calendar days at which the employee and his/her representative shall appear and present oral and/or written statements or arguments. The final determination of the second stage of such grievance proceedings shall be made in writing by the Principal or administrator within seven (7) calendar days of the conclusion of the hearing. Copies will be forwarded to the Superintendent of Schools and all employee(s) involved.

4. Third Stage: The third stage shall consist of two (2) parts as follows:

a. The aggrieved shall request an informal hearing with the Superintendent of Schools within seven (7) calendar days after receiving the decision at the second stage. The Superintendent or his/her agent shall hold such a hearing within seven (7) calendar days of receiving the request, at which time the aggrieved and his/her representative, if desired, shall appear and present oral and/or written statements. The Superintendent or his/her agent shall render a decision within seven (7) calendar days after the closing of the hearing. Copies will be forwarded to all parties involved.

b. If the grievant is not satisfied with the decision, he/she shall make a written request within seven (7) calendar days of its issuance to the Superintendent of Schools for a hearing by a three-member panel who will render a decision on the grievance. One member is to be selected by the District, another by the Association, and the third to be mutually selected by the other two. The panel shall notify all parties involved of the time and place when the hearing will be held. Following the hearing, the panel shall prepare a written report, conclusions and advisory recommendations, which shall be submitted to the Superintendent of Schools who shall render his/her final determination within seven (7) calendar days after receiving the panel's report. The Superintendent's decision and the written report, conclusions and advisory recommendations will be distributed to all parties involved.

5. Fourth Stage: If the grievance is still unresolved, the aggrieved employee may, within seven (7) calendar days of the final determination by the Superintendent of Schools, make

a written request to the Board of Education for review and determination. The Board of Education may hold a hearing to obtain further information regarding the case. The review by the Board of Education shall be the final step in the grievance procedure. The within grievance procedure, following its exhaustion, does not exclude any remedy otherwise available to the parties by law and/or regulation. For purposes of pursuing such other legal remedies to which a statute of limitations applies by law or regulation, the parties agree that the final determination of the grievance by the Board of Education shall mark the start of time for the commencement of the cause of action or proceeding.

ARTICLE XXII – MANAGEMENT RIGHTS

The Association acknowledges that the Board and the Superintendent (and his/her designee) together have the sole right of management and superintendence of the District. Hence. Unless expressly set forth herein, none of the terms and provisions of the Agreement shall be deemed or determined, nor have the effect in any way of interfering with, impairing nor limiting:

1. The exercise of the rights, duties, authority and obligations of the Board or the Superintendent granted or imposed upon the Board or Superintendent by the laws of the State of New York.
2. The exercise of Board or Superintendent discretion and/or judgment in the application and administration of the terms and provisions of this Agreement.

ARTICLE XXIII- AGREEMENT NOTICE

Pursuant to Section 204-A- of the New York State Civil Service Law ("Taylor Law") the following notice is included in this agreement:

"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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN

APPROVAL."

ARTICLE XXIV - TERM OF CONTRACT

This contract shall become effective retroactive to September 1, 2003 and shall remain in full force and effect to and including August 31, 2006, and shall be automatically renewed thereafter for periods of one (1) year unless either party notifies the other in writing, by certified mail, by March 1, 2006.

Following such notification as aforesaid, the parties shall bargain in good faith in an attempt to resolve such differences as may exist between them with respect to proposals.

If agreement cannot be reached prior to September 1, 2006, monitors and health aides will work under the conditions of the contract from the previous school year, pending a new agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ^{1st} day of September, 2004.

BALDWIN UNION FREE SCHOOL DISTRICT

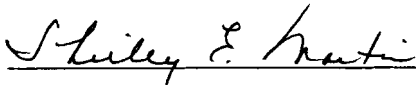
BALDWIN SCHOOL MONITORS/HEALTH AIDES





Dr. Kathy Weiss
Superintendent of Schools

Betty Anderson, President

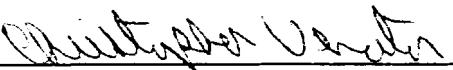




Shirley E. Martin
Assistant Superintendent
for Human Resources

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INGERMAN SMITH, L.L.P.

by 

Christopher Venator, Esq.

