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**Contract Database Metadata Elements**

Title: **Seaford Union Free School District and Seaford Aides, CSEA, Local 1000, AFSCME, AFL-CIO, Nassau Educational Local 865 (2005) (MOA)**

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

Union: **Seaford Aides, CSEA, AFSCME, AFL-CIO**

Local: **1000, Nassau Educational 865**

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AID | 6165

# AGREEMENT

by and between the

**SEAFORD UNION FREE SCHOOL DISTRICT**

and

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**  
**Local 1000, AFSCME, AFL-CIO**

**CSEA**

**Nassau Educational Local 865**  
**Seaford Aides**

**July 1, 2002 - June 30, 2005**

MOA - 7/1/05 - 6/30/06

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# SEAFORD UNION FREE SCHOOL DISTRICT

Seaford, New York

The Seaford Union Free School District recognizes Local 1000, CSEA, Inc. AFSCME, AFL-CIO as the bargaining agent for the Seaford Aides, including inter alia, the part-time aides and security guards under New York Fair Employment Relations Act.

1. Holidays:

All employees will be eligible for the following eight paid holidays during the term of this contract, providing employees have served at least one month prior to the holiday.

- New Year's Day
- Columbus Day
- Election Day
- Martin Luther King Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Presidents' Day

2. Sick Days:

A. All employees will be eligible for one sick day per year with full pay (providing employees have served at least six months prior to the sick day), to a maximum of six days. There will be an additional day commencing the 8th year and the 10th year. There shall be a maximum accumulation of unused sick days up to a total of 50.

B. Security guards and/or security aides, regularly scheduled to work at least three (3) days a week for at least twelve (12) hours shall be eligible for one (1) sick day per year with full pay (providing employees have served at least six (6) months prior to the sick day), to a maximum of six (6) days. There will be an additional day commencing the eighth year and the tenth year of continuous like service.

C. Any unused sick leave days shall be paid out to the estate of the unit member in the event of the unit member's death in service at the rate set forth herein for sick leave payout.

D. There shall be a sick leave payout of 50% of accumulated leave at time of retirement (eligibility as determined by regulations of New York State Retirement Board).

3. Personal Day:

All employees [including security guards and/or security aides, regularly scheduled to work at least three (3) days a week for at least twelve (12) hours/week] shall be eligible for one (1) personal day. In the event that the personal day is not used by the end of the school year, it will be converted to a sick day and put into the member's sick leave bank.

Personal leave as used in this section is defined to be leave necessary to conduct personal business which cannot be conducted except during working hours such as house closing, will signing, court appearance, adoption proceeding, etc. Such leave may not be utilized on days immediately preceding or immediately following a holiday unless approval was received one week prior.

\*See Appendix A for Leave Form

4. Bereavement:

A paid bereavement leave for employees, including security aides and/or security guards regularly scheduled to work at least three (3) days per week for at least 12 hours, shall be granted for a maximum of three (3) days for immediate family (spouse, parent, child, brother, sister, mother, father, mother-in-law, or father in-law). Up to two (2) days

maximum paid bereavement leave will be granted for death of grandparent, brother in-law or sister in-law.

5. Salary schedule for Aides determined by number of years of completed service (based on an hourly rate) is set forth in Schedule A attached hereto and incorporated herein. Aides who work exclusively in Ungraded Primary (UP) and CDP shall receive an additional fifty (\$0.50) cents in Year 1; an additional twenty-five (\$0.25) cents in Year 2; and an additional twenty-five (\$0.25) cents in Year 3, per hour. Salary schedule for security personnel is set forth in Schedule B attached hereto and incorporated herein. Entry level for security personnel hired after October 20, 1999 shall be Year 2. In the case of the adult education secretary, a night differential of 8% shall be made in salary per hour after the time worked after 5:00 p.m. Anniversary date shall be July 1.

Employees hired prior to February will be considered to have worked a year (if uninterrupted).

6. An annual longevity<sup>1</sup> provision shall be available to those employees, including security guards and/or security aides regularly scheduled to work at least three (3) days a week for at least twelve (12) hours, who have served continually<sup>2</sup> in the following manner:

---

<sup>1</sup>All longevity increases shall be cumulative.

<sup>2</sup>Continually shall mean there was no break in service longer than six (6) months.

LONGEVITY	2002-2003	2003-2004	2004-2005
After 10 years	\$275	\$325	\$375
After 15 years	\$350	\$400	\$450
After 20 years	\$450	\$500	\$550

7. A. Agency Fee Provision:

The Board of Education does hereby agree that 30 days after the effective date of this agreement, or employment, whichever is later, each employee will pay the collective bargaining agency, each month, a service charge toward the administration of this Agreement and representation of such employee provided, however, that each employee will have available to her membership or the union on same terms and conditions as are available to every other charge shall be an amount equal to the collective bargaining agent's regular and monthly dues. The union will comply with all statutory requirements regarding agency fee. The provision will conform with Chapter 667 and 668 of the Civil Service Law and 208. sub. 3 of Art. 14 of the Civil Service Law.

B. The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc. 143 Washington Avenue, Albany, New York 12224, on a payroll period basis. No other organization shall be accorded any payroll



deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

The employer agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, each payroll period, a list itemizing the deductions of each employee.

The District shall provide the president of the unit, information consisting of unit members' names, addresses, job title and work location. Also, the unit president shall be sent a copy of the Board minutes as soon after the Board meeting as available.

8. All new or vacated positions shall be posted. Current part-time employees shall have the opportunity to apply, based upon two factors which are seniority and, where the position is a different classification (clerical, monitorial, and classroom), particular skill. Seniority shall be the determining factor for all summertime positions subject to an identification of differences concerning the employees, ability to perform the required duties of the position. Summer vacancy notices will be forwarded to the union president.

Anyone employed in one category and then shifted to another category, if cutbacks occur, will return to previous category if there is someone with less seniority.

9. If school is closed because of inclement weather (snow or any other reason) the unit member shall be compensated for the day at their regular rate of pay, if the closing occurred on a regularly scheduled workday.

Unit members who report to work on their regularly scheduled work day shall be paid their normal shift's pay when the student(s) under their supervision are not present

in school due to absence from attendance. It is understood that if the member's normal assignment is not available, the unit member may be reassigned to do other work in the discretion of the building principal.

**Snowflake Day:**

Classroom, monitorial and clerical aides shall be paid for Snowflake day if not used for the year.

10. Designated regular part-time employees who work at least 3/4 of their assigned time shall be granted salary increments in accordance with Salary Schedule.

11. Employees who are asked to assume full-time positions temporarily on a shared basis will not lose any seniority if this position is subsequently filled by a full-time employee. They will revert to the position held before this assignment, with all rights and benefits.

12. Salary checks will be distributed biweekly beginning with the third (3rd) week of the school year in September. One week's wages will be withheld under this arrangement until the last payment for services during the school year.

13. All employees will be provided a fifteen minute break.

14. Employees being terminated shall be given two (2) weeks notice where feasible, except when terminated for disciplinary reasons.

15. All employees shall be entitled to review their personnel files quarterly, upon prior request to the superintendent or designee.

16. Grievance Procedure:

A. A grievance shall be a claimed violation, misinterpretation, or misapplication of the terms and conditions of this contract.

B. Prior to starting the formal grievance procedure, outlined below, an employee should make every effort to reach an acceptable solution to his/her problem with the immediate supervisor.

Grievance Procedure

Step One: Grievance Notice

1) If problem cannot be resolved after informal discussion with the supervisor, the employee should present to the Superintendent a clear, concise written statement of the problem, indicating the section of the contract being grieved, including the disposition of the problem made by the supervisor. Employee must submit the completed statement within ten (10) working days from the time when they knew or should have known of the alleged violation.

2) Within five (5) working days after receipt of the statement, the superintendent shall render a written decision and forward it to the grievant and to his/her supervisor.

3) If, after receiving the decision of central administration, the parties are unable to resolve the grievance, the union may appeal this decision to the Board of Education within twenty (20) working days.

4) The Board will review the matter at their next regularly scheduled meeting. Within ten (10) working days of the aforementioned meeting, the Board shall issue a written decision on the grievance, that will be final.

5) Definitions:

- a) Supervisor - shall mean to whom directly responsible, and/or principal.
- b) Central administration-shall mean superintendent of schools or designee.

17. Savings Clause:

If any part of the contract shall be modified by reasons of law, the remaining contract shall remain in full force and effect.

18. 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.

19. Jury Duty:

Employees called for jury duty shall be paid for day. All monies (except for transportation allowance) will be returned to District.

20. Zipper Clause:

The District and the Association agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations

will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

21. Nondiscrimination Clause:

There shall be no discrimination against any present or future employee by reason of sex, race, creed, color, or national origin.

22. Unpaid Leaves of Absence:

Employees may request a leave of absence, consistent with applicable laws, and without pay or benefits, for a period of up to one (1) year. The quantity of such leave is at the sole discretion of the District. Any denial of a request for a leave of absence shall not be subject to the grievance procedure.

23. Hepatitis B Vaccination:

The District shall provide Hepatitis B vaccinations for all unit members who request such vaccination.

24. Training:

The District shall provide training, appropriate for the unit member's duties at least once a year. The details of the training shall be discussed with the unit president in advance.

In Service:

Should the District have in-service training available for its teaching employees for which there are available vacancies not filled by teaching staff, unit members may participate in such training upon request to the building principal. It is understood that this

in-service training applies only where there is available space in the in-service program at no additional cost to the District.

25. Labor-Management Meeting:

The President and the Assistant Superintendent for Business shall meet to discuss the need for labor management meetings on a regular basis.

26. Security Aides/Guards:

A. All licensing required for security guards/aides shall be paid for by the District.

B. Security personnel who work Independence Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King Day and President's Day shall be paid time and one-half for such work. In addition, security personnel who work 12:00 a.m. to 6:00 a.m. shall be paid time and one-half for such work.

Eligible security personnel (12 hours per week) shall receive two (2) paid holidays annually: Thanksgiving Day and Christmas Day. These security personnel who are assigned to work Thanksgiving Day or Christmas Day shall be paid double time for the day (inclusive of holiday pay).

C. Appropriate identification badges to clip on uniforms shall be provided to security personnel.

D. Security personnel who are directed by their supervisor to use their own personal vehicle to patrol District premises shall be paid \$0.30 per mile used and effective July 1, 2004, \$0.35 per mile used.

E. The District shall provide four (4) sets of uniforms annually to security personnel unless not needed by the individual security aide or guard as follows: golf shirt, windbreaker, khaki pants and long sleeve shirts with patch, and replace them as needed.

The District shall have available foul weather gear and winter jackets for those security personnel who work outside. All uniforms must be worn while on duty; foul weather gear and winter jackets must be returned to the District upon separation from service.

F. Articles 12, 14, 15, 16 and 21 of this contract shall be applicable to security aides and guards.

G. No fringe benefit set forth in this contract shall apply to security personnel unless expressly set forth herein.

Agreement made and entered into this \_\_\_\_ day of December, 2002 between the SEAFORD UNION FREE SCHOOL DISTRICT and THE NASSAU EDUCATIONAL LOCAL 865 CIVIL SERVICE EMPLOYEES ASSOCIATION SEAFORD AIDES.

Ramon Melusca  
Superintendent of Schools

12/17/02  
Date

Julie Oliver  
President

12/17/02  
Date

Janet Capostano  
President, Seaford CSEA Unit

12/12/02  
Date

J. S. Hill  
Labor Relations Specialist

12/17/02  
Date

# APPENDIX A

## SEAFORD UNION FREE SCHOOL DISTRICT

### EMPLOYEE ABSENCE FOR PERSONAL BUSINESS

All employees requesting such absence must submit this form a minimum of one day prior to date(s) of absence, except in unusual circumstances.

***PART I*** To be completed by employee:

Name \_\_\_\_\_ School \_\_\_\_\_

Date(s) of requested absence from work \_\_\_\_\_

Purpose of absence \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

***PART II*** To be completed by principal, or supervisor of operations if employee is not assigned to specific building, or by immediate supervisor if employee is assigned to Central Administration.

Yes  No      Reasons for absence have been discussed

Yes  No      If approved, replacement can be secured

Comment: \_\_\_\_\_  
\_\_\_\_\_

***PART III*** To be completed by personnel administrator.

Request approved

I recommend that deduction be made from employee's salary for the following reason:

\_\_\_\_\_  
\_\_\_\_\_



# SCHEDULE A

## SEAFORD AIDES SALARY SCHEDULE JULY 1, 2002 - JUNE 30, 2005

	START	YEAR	YEAR	YEAR	YEAR	YEAR	YEAR
		1	2	3	4	5	10
2002-2003	\$8.12	\$9.41	\$10.23	\$10.53	\$11.43	\$11.87	\$14.04
2003-2004	\$8.38	\$9.72	\$10.56	\$10.87	\$11.80	\$12.26	\$14.50
2004-2005	\$8.66	\$10.03	\$10.91	\$11.23	\$12.19	\$12.65	\$14.97

## SCHEDULE B

### SECURITY PERSONNEL SALARY SCHEDULE JULY 1, 2002 - JUNE 30, 2005

YEAR	SALARY PER HOUR
2002-2003	\$16.78
2003-2004	\$17.33
2004-2005	\$17.89

A.0 | 6165

**MEMORANDUM OF AGREEMENT**  
**between**  
**SEAFORD UNION FREE SCHOOL DISTRICT**  
**and the**  
**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**  
**LOCAL 1000, AFSCME, AFL-CIO**

---

MEMORANDUM OF AGREEMENT dated this 17<sup>th</sup> day of <sup>AUGUST</sup> ~~July~~, 2005, by and between the negotiating representatives of the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME, AFL-CIO, NASSAU EDUCATION LOCAL 865, SEAFORD AIDES (hereinafter referred to as the "Association ") and the negotiating representatives of the SEAFORD UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "District").

1. General:

The labor agreement between the parties for the period of July 1, 2002 through June 30, 2005, expired on June 30, 2005. The parties herewith agree that said agreement shall be modified to the extent set forth herein. Except for changes in language to said agreement made necessary by the following agreement, the provisions of said contract shall remain unchanged.

2. Contingencies:

A. This agreement is subject to formal ratification by the Board of Education and the membership of the Association. Such ratification shall occur within one hundred twenty (120) days of the date of execution of this memorandum of agreement. If either party fails to ratify or fails to act within the aforesaid one hundred twenty (120) day period, this memorandum of agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team of negotiating representatives for each

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party will urge their respective principals to ratify this memorandum of agreement.

B. The parties agree to incorporate this memorandum of agreement into a more formal written agreement. The terms of this agreement become effective upon execution of the new collective bargaining agreement.

3. Terms:

A. **Length of Agreement: One (1) year**

July 1, 2005 through June 30, 2006

B. **Wages:**

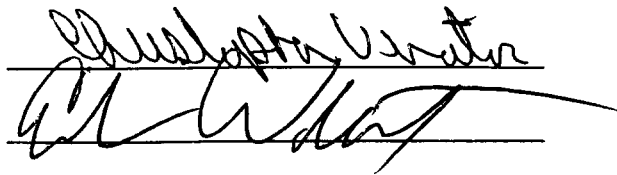
The salary schedules shall be increased by 3% for the 2005/06 school year, retroactive to July 1, 2005.

Dated: Seaford, New York

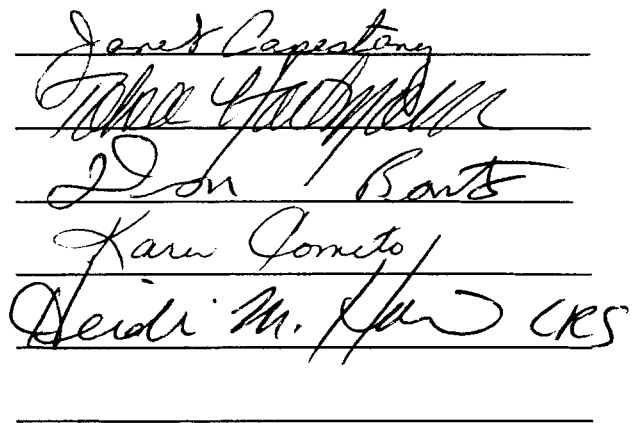
~~July~~, 2005

AUGUST 1,

Negotiating Representatives for the District

  
Two handwritten signatures are written over two horizontal lines.

Negotiating Representatives for the Association

  
Five handwritten signatures are written over five horizontal lines. The last signature includes the initials 'CRS'.