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

Local: **1000, Nassau Educational Local 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, 2006 - June 30, 2009

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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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. Unit members shall be permitted to accumulate up to a total of 70 unused sick days after 15 years of service.

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 is determined by number of years of completed service (based on an hourly rate) is set forth in Appendix B attached hereto and incorporated herein. Aides who work exclusively in Ungraded Primary (UP) and CDP shall receive an additional one dollar per hour. Such stipend shall also be applicable to substitute aides who work in such program, and shall be applicable to job coaches. Entry level for security aides shall be year 2. Salary schedule for security personnel is also set forth in Appendix B attached hereto and incorporated herein. 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 longevity¹ 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 continually² in the following manner:

LONGEVITY	2006-2007	2007-2008	2008-2009
After 10 years	\$375	\$425	\$450
After 15 years	\$450	\$500	\$525
After 20 years	\$550	\$600	\$625

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

¹All longevity increases shall be cumulative.

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

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.

2. 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 the event that training offered by the District is required for license renewal and the employee does not attend such training after the second opportunity, that employee shall be requested to obtain the necessary training on his/her own time.

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. Retirement Option

The District shall apply for participation in Section 41-J of the Retirement System.

27. Chaperone Pay

The District will pay aides and guards who provide chaperone services on single day field trips for all hours worked at their respective hourly rate. With respect to overnight trips, aides performing chaperoning services shall be paid at the rate of \$150/per day. However, should it be necessary for an aide to be interrupted during sleeping hours to provide chaperone services in emergency situations, additional compensation may be requested through the Superintendent of Schools. Guards performing regular security services during sleeping hours shall be paid at the rate of time and one-half.

28. Management Rights Clause

The Association acknowledges that the Board and the Superintendent together have the sole right of management and superintendence of the District. Further, it is recognized that the management of the District, the control of its properties, and the maintenance of order and efficiency are sole responsibilities of the Board and the Superintendent. Accordingly, the Board and the Superintendent retain all rights, except as they may be specifically and expressly modified by this Agreement, including but not limited to selection and direction of the work force, to suspend or discharge according to

law, to determine the qualifications for employment, to determine work standards, to assign, promote or transfer, to determine the work to be performed and to make reasonable and binding rules which shall not be inconsistent with the Agreement.

29. Security Aides/Guards:

A. All licensing required for security guards/aides shall be paid for by the District, except initial license fees shall be paid for by unit members.

B. Security personnel who work Independence Day, 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 \$0.35 per mile used. Effective December 7, 2006, the reimbursement shall be at the IRS rate.

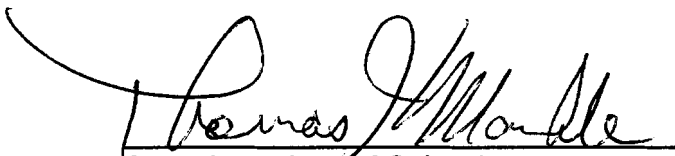
E. The District shall provide four (4) sets of uniforms annually to security personnel unless not needed by the individual security aide or guard as follows: golf shirt, windbreaker, khaki pants and long sleeve shirts with patch, and replace them as

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.

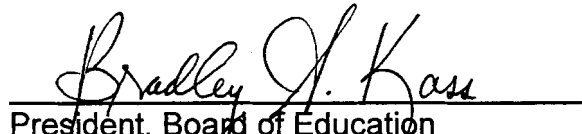
Agreement made and entered into this _____ day of May, 2007 between the SEAFORD UNION FREE SCHOOL DISTRICT and THE NASSAU EDUCATIONAL LOCAL 865 CIVIL SERVICE EMPLOYEES ASSOCIATION SEAFORD AIDES.



Superintendent of Schools




Date



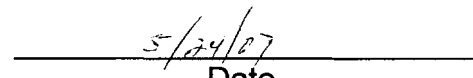
President, Board of Education



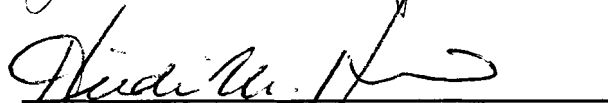
Date



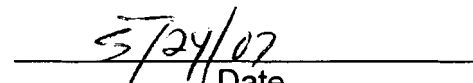
President, Seaford CSEA Unit



Date



Labor Relations Specialist



Date

SEAFORD UNION FREE SCHOOL DISTRICT

APPENDIX A – PART-TIME AIDES

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(s):

Date: _____ Administrator: _____

APPENDIX B

SALARY SCHEDULE

AIDES SALARY SCHEDULE

YEAR	STARTING SALARY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10
2006-07	9.37	10.78	11.69	12.02	13.01	13.48	15.87
2007-08	10.02	11.43	12.34	12.67	13.66	14.13	16.52
2008-09	10.72	12.13	13.04	13.37	14.36	14.83	17.22

SECURITY GUARD SCHEDULE

YEAR	SALARY
*2006-07	18.98
2007-08	19.58
2008-09	20.23

*Guards hired after July 1, 2007 shall be paid \$3.00 per hour less than the permanent rate reflected in the contract during their first year of employment. Such salary shall be \$2.00 per hour less than the permanent rate during the second year of employment, and \$1.00 per hour less than the permanent rate during the third year of employment. Beginning in the fourth year, the salary shall be at the permanent rate.