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**Contract Database Metadata Elements**

Title: **Mount Sinai Union Free School District and Mount Sinai Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO (2006)**

Employer Name: **Mount Sinai Union Free School District**

Union: **Mount Sinai Civil Service Employees Association, AFSCME, AFL-CIO**

Local: 1000

Effective Date: **07/01/06**

Expiration Date: **06/30/09**

PERB ID Number: **5675**

Unit Size: **105**

Number of Pages: **18**

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GEN/5675

**CONTRACTUAL AGREEMENT**

*Between*

**THE MOUNT SINAI BOARD OF EDUCATION**

*and*

**THE MOUNT SINAI CIVIL SERVICE EMPLOYEES'  
ASSOCIATION  
NON-INSTRUCTIONAL UNIT**

**JULY 1, 2006 THROUGH JUNE 30, 2009**

**RECEIVED**

DEC 05 2007

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

105

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**ARTICLE I  
PREAMBLE**

This agreement seeks to assure the orderly and uninterrupted operations of the Mt. Sinai Union Free School District by maintaining a harmonious relationship between the Board of Education and a unit of its employees. Therefore, the Board of Education, Mt. Sinai Union Free School District, hereinafter referred to as the Board, and the CSEA, Inc., Local 1000, AFSCME, AFL-CIO, the Certified Union, hereinafter referred to as the Association, having been duly recognized and certified to represent the negotiating unit herein, in consideration of the mutual promises and obligations herein assumed, have entered into this agreement the 12th day of February, 2007 for a contract from July 1, 2006 through June 30, 2009.

In consideration of the terms and conditions herein agreed to, the Mt. Sinai Civil Service Employees' Association, as the duly certified representative organization, does hereby affirm that it does not and shall not, during the term of this agreement, assert the right to strike against the Mt. Sinai Union Free School District as the employer of the persons represented by the said Association, nor shall the Association assist or participate in any strike or other concerted stoppage of work or slowdown, or impose upon any person represented by it an obligation to conduct, assist or participate in any such strike, or cause, instigate, encourage any such strike.

**ARTICLE II  
RECOGNITION**

**SECTION 1**

The Board of Education, Mt. Sinai Union Free School District, having been informed that the CSEA, Inc., Local 1000, AFSCME, AFL-CIO, the Certified Union of the Mt. Sinai Non-Instructional Unit of the Suffolk Educational Local 870, is supported by a majority of the non-instructional personnel in the District, hereby recognizes the Association as the exclusive negotiating agent for negotiations and settlement of grievances for all full-time and part-time non-instructional employees of the District (who have completed probation) for the duration of this agreement. However, it shall not include the Superintendent of Schools, Deputy Superintendent, Assistant Superintendents, Building Principals, three secretaries, (as designated by the Superintendent), Assistant Superintendent for Business, One Custodial Supervisor, and Administrative positions, including Administrative Assistants and substitute personnel.

**SECTION 2**

The Board agrees not to negotiate with any other individual or organization for members of the negotiating unit other than the Association as defined above.

**ARTICLE III  
MANAGEMENT'S RIGHTS**

The Board entering into this agreement in no way, either explicitly or implicitly diminishes its relationship as employer with its employees. The Board, on its own behalf and on behalf of the electors of the District, hereby retains all of its rights as an employer including, but not limited to, the right to assign work as required, require overtime, supervise as required, and to discipline, where necessary, subject to the provisions of this agreement, the Civil Service Law of the State of New York, and any other applicable statutory law governing the operations of the Mt. Sinai School District.

## **ARTICLE IV DEFINITIONS**

For the purpose of this agreement, the following definitions shall apply:

- "BOARD" means the Board of Education, Mt. Sinai U.F.S.D.
- "ASSOCIATION" means the CSEA, Inc., Local 1000, AFSCME, AFL-CIO, the Certified Union.
- "EMPLOYEE" means an individual who holds a permanent appointment from the Board of Education or who fills the same temporary position for sixty workdays.
- "NEGOTIATING UNIT" means all non-instructional employees as defined herein and as recognized by the Mt. Sinai Board of Education.
- "PRESIDENT" means the President of the Mt. Sinai Non-Instructional Unit of the Suffolk Educational Local 1000 of the Civil Services Employees Association, Inc.
- "CHIEF EXECUTIVE OFFICER" means the Superintendent of Schools (or Deputy Superintendent (or other titled administrator who is second in charge) in the Superintendent's absence).
- "ADMINISTRATOR" means the Assistant Superintendents, Building Principals, Assistant Principals, Directors, and/or his authorized representative.
- "GRIEVANCE" means any dispute between the Association or employee and the Administration with respect only to the meaning, interpretation, or application of a provision of this agreement. It should not include any matters that are reviewable under administrative Board policies established by law or the rules of the Suffolk County Civil Service Commission.
- "SENIORITY" means length of continuous service since last date of hire, on a district-wide basis, subject to Civil Service rules and regulations.

## **ARTICLE V DUES DEDUCTION**

### **SECTION 1 - Dues Deduction**

- a) The District agrees to deduct from the salaries of its full and part-time employees dues for the Civil Service Employees' Association, provided said employees individually and voluntarily authorize such deduction. CSEA, 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 CSEA, Inc. 143 Washington Avenue, Albany, NY 12210, on a payroll period basis. No other organization shall be accorded any payroll privileges without the express consent and written authorization of CSEA, Inc.
- b) Employee authorization shall be in writing on a form prescribed by the CSEA, except that such form shall contain, on its face, the following wording:

"I hereby waive all right and claim for said moneys so deducted and transmitted in accordance with this authorization, and relieve the School District and all of its Officers from any liability therefore."

### **SECTION 2 - Agency Fee Deduction**

- a) Pursuant to passage of legislation enabling the implementation of Agency Fee Deduction, the District does hereby agree that in accordance with the regular dues deduction procedures, any employee who has not voluntarily authorized membership dues deductions shall pay to the Collective Bargaining Agent (CSEA) a service charge toward the administration of this agreement.

- b) Each employee will have available membership in the Civil Service Employees' Association on the same terms and conditions available to every other member of the Association.
- c) The service charge shall not exceed the amount authorized for regular full-time members and 50% of said amount for part-time members.
- d) The Civil Service Employees' Association herewith indemnifies and saves the School District, Board of Education and its employees harmless from any and all lawsuits, actions, or procedures at law before the Courts or an administrative agency arising from this article.

## **ARTICLE VI WORK SCHEDULE**

### **SECTION 1 - Full-time 12 Month Employees - (Clerical, Custodial & Computer Techs)**

Employees hired to work a full twelve (12) month period (July 1 through June 30) and who work the regularly scheduled workday and workweek in any of the non-instructional job classifications covered by this agreement shall be considered full-time employees.

### **SECTION 2 - School Nurses**

School Nurse positions shall be in accordance with the school calendar and/or as authorized by the Superintendent of Schools and shall be for 180 workdays.

### **SECTION 3 - Aides**

Hourly paid aides shall work pursuant to the schedule promulgated by the Superintendent of Schools and shall be for a maximum of 180 workdays unless authorized by the Superintendent or designee.

### **SECTION 4 - Full-Time 10-1/2 Month Employees (Clerical)**

Ten and one half month clerical employees are to work the 180 day teachers' calendar in addition to 15 days immediately prior to the start of school and 15 days immediately following the close of school; said thirty days subject to adjustment by mutual agreement of the employee and the employee's supervising administrator; such employees shall be considered full-time employees.

### **SECTION 5 – Assignments**

Employees whose assignments will change will be notified of their new assignment *and/or hours* for the next school year by May 15. All assignments are subject to change or cancellation in the event of a reduction in force.

## **ARTICLE VII WORKWEEK**

### **SECTION 1 - Clerical Employees**

The workweek for full-time clerical employees (12 month and 10-1/2 month) shall be Monday through Friday; consisting of an eight (8) hour workday including paid 45-minute lunch and two paid ten-minute breaks per day.

## SECTION 2 - Custodial & Computer Tech Employees

- a) For custodians hired prior to July 1, 1994 the workweek for full-time custodial employees shall be Monday through Friday, consisting of an eight (8) hour workday including 30-minute paid lunch and two paid ten-minute breaks. This schedule shall be in effect for the full twelve (12) months.
  - 1) Custodial employees hired prior to July 1, 1994 may work the workweek as stated in Section 2(b) on a voluntary basis.
- b) For custodians hired after July 1, 1994 the workweek for full-time custodial employees shall be any five consecutive days, consisting of an eight (8) hour workday including paid 30-minute lunch and two paid ten-minute breaks. This schedule shall be in effect for the full twelve (12) months.

## SECTION 3 - School Nurses

- a) The normal workday shall be 7-1/2 hours with 45 minute paid lunch and two paid ten minute breaks, except that it is expressly understood that the Superintendent of Schools may, in his discretion, alter and extend the quitting time to meet the educational and administrative needs of the District.
- b) Nurses who work weekday field trips that extend their workday beyond 8 hours shall be compensated for all hours worked beyond 8 hours (rounded to the nearest hour) at the time plus half rates. Additionally, nurses who work weekday (Monday-Friday) trips that incorporate an "overnight" shall receive, in addition to any other compensation as described herein, \$75 for each "overnight." Weekend (Saturday and Sunday) day trips will be compensated at \$125 per day. Nurses who work weekend trips that incorporate an "overnight" shall, in addition to the \$125 per day, receive \$75 for such "overnight."

## SECTION 4 - Aides

- a) The work schedule, and number of hours to be worked, for all hourly paid Aides, shall be determined by the appropriate Administrator subject to the approval of the Superintendent of Schools.
- b) Aides who are scheduled to work more than four (4) hours per day shall receive up to one (1) hour unpaid lunch (at the supervising administrator's discretion) and shall receive two paid ten-minute breaks per day.

## **ARTICLE VIII HOLIDAY WORK SCHEDULE/SUMMER WORK SCHEDULE (Full-Time Clerical Only)**

### SECTION 1 - Holiday Work Schedule

12 Month Clerical employees may opt for a reduced day (by two hours) when school is not in session from September through June at a one-time salary reduction of \$375.00.

### SECTION 2 – Full-Time 12 Month Clerical Employees Summer Work Schedule

During the months of July and August, the workday for the full-time clerical staff shall consist of six (6) hours per day of work. During this period, full-time clerical employees shall work four (4) days per week and receive their normal weekly pay. (Either they shall work Monday through Thursday or Tuesday through Friday, other arrangements must be mutually agreed upon.)

### SECTION 3 – Nurses Summer Work

Nurses shall in addition to their normal work schedule, work one extra day during the summer recess period to perform sports physicals or immunization reviews for new students and in turn receive one (1) day off with pay as compensation during the school year.

### ARTICLE IX VACATIONS

(12-Month Clerical, Custodial & Techs Only)

Twelve (12) month personnel shall receive paid vacations as follows (Eligibility shall begin on July 1<sup>st</sup> after employment and):

a) After completion of:

- One (1) year of service full-time personnel shall receive two (2) weeks paid vacation.
- Three (3) years of continuous service full-time personnel shall receive three (3) weeks paid vacation.
- Eight (8) years of continuous service full-time personnel shall receive four (4) weeks paid vacation.

Employees hired after July 1 of any year will receive on the subsequent July 1 a proration of 10 vacation days. Annually thereafter, they will receive their full allocation. For the purpose of determining when an employee reaches the next allocation of days, (10-15-20) beginning employment between July 1 & December 31 will count as a full year for vacation purposes. Working less than half a year will not count as a year.

b) Vacation may only be accrued up to a maximum of ten (10) days

### ARTICLE X HOLIDAYS

#### SECTION 1 (12 Month Clerical, Custodial and Techs)

Twelve (12) month employees shall be granted sixteen (16) paid holidays. The Superintendent of Schools shall designate holidays after consultation with the President of the Association and prior to submission to the Board of Education for their approval.

#### SECTION 2 (12 Month Clerical, Custodial and Techs)

Four (4) holidays as indicated in Section 1 above shall be considered floating holidays. Floating holidays shall be subject to the approval of the immediate supervisor and the Superintendent of Schools.

- a) Two (2) of the floating holidays must be held until after April 1. In the event of emergency closings (Article XX, Section 3) staff members will use these days first to account for the emergency closing day. If there are additional floating holidays left after April 1, the staff is encouraged to use those days in concert with days owed to the professional staff.
- b) Secretaries must use floating holidays on snow days or next two (2) days taken.



### SECTION 3 (Aides only)

School Aides shall receive six (6) paid holidays a year. Two (2) holidays shall be Thanksgiving Day and the Friday following Thanksgiving. Two (2) holidays shall be considered floating holidays and must be taken on days coinciding with the final two Superintendent's Conference Days. The remaining two (2) holidays must be used for snow days or paid at the end of the year.

## ARTICLE XI SICK LEAVE

### SECTION 1 - 12 Month Clerical, Custodial & Computer Techs Only

Sick leave, with pay, is granted at the rate of eleven (11) sick days a year, cumulative to 275 days for full-time employees. Said time to be credited upon employment and prorated based on date of hire.

### SECTION 2 - 10-1/2 Month Clerical Employees

Sick leave, with pay, is granted at the rate of nine (9) sick days a year, cumulative to 275 days. Said time to be credited upon employment and prorated based on date of hire.

### SECTION 3 - School Nurses

Sick leave, with pay, shall be granted at the rate of nine (9) sick days per year, cumulative to 275 days. Said time to be credited upon employment and prorated based on date of hire.

### SECTION 4 - Aides

Aides who work six or more hours per day during the 180-day school calendar year shall be granted six (6) sick days per year cumulative to a maximum of two hundred seventy-five (275) days. Said time to be credited upon employment and prorated based on date of hire.

Aides who work less than six (6) hours per day shall be granted three (3) sick days per year cumulative to a maximum of two hundred seventy five (275) days. Said time to be credited upon employment and prorated based on date of hire.

### SECTION 5 - Supplemental Sick Leave (Clerical, Custodial, Computer Tech. & Nurses)

Supplemental sick leave may be granted at the request of an employee who is unable to perform his/her duties as a result of a serious illness and/or accident and upon submission of medical certification from a physician to the Superintendent of Schools in accordance with the following provisions:

- a) the employee must first exhaust all his/her accumulated sick leave, vacation time, personal leave or any compensatory time.
- b) the employee shall receive half (1/2) pay for as many payroll periods as the number of years of employment service to the District.
- c) the Board of Education reserves its right during any period of convalescence to have the employee examined by the Board's doctor.

## SECTION 6 – Sick Leave Bank

The District shall allow the Mt. Sinai Non-Instructional Unit of CSEA to establish, maintain, and administer a voluntary sick leave bank. Such sick leave bank shall contain a maximum of 200 sick leave days. Employees' contributions to the sick leave bank from such employees' accrued sick leave entitlements shall be limited to a maximum of four unused accumulated sick leave days per employee. All additional employee donations of sick leave shall be deducted from future employee sick leave allocations.

## ARTICLE XII PERSONAL LEAVE

### SECTION I

Twelve (12) month employees (clerical, custodial and computer techs) of the District may have five (5) personal leave days.

### SECTION 2

School Nurses and School Aides who work six or more hours per day during the 180 day school calendar year (including those school aides currently receiving personal leave benefits) may be granted three (3) personal leave days.

### SECTION 3

Ten and one half (10-1/2) month employees of the District may be granted four (4) personal leave days.

### SECTION 4

Unused personal leave days shall be added to the total accumulated sick leave to be used thereafter for sick leave.

### SECTION 5

Application for personal leave is to be governed by those provisions negotiated within the terms of the Mt. Sinai Teachers' Association contract; said language subject to modification during the term of this agreement. The language as it would currently apply to the non-instructional unit is as follows:

- a) Leave days may be allowed without loss of pay for personal reasons where matters cannot be attended to outside the normal school day. Personal leave days that extend weekends, holidays, and vacations or are more than one consecutive day must:
  - 1) be requested at least two (2) school days prior to the day(s) requested (will be waived in cases of emergency). Response will be given one (1) school day later for request made within the week of said date or approval can be assumed. Those days requested that are received prior to the week before will receive a response at least a week before said requested leave days.
  - 2) be fully explained on a District form.
  - 3) be approved by the Superintendent or his/her designee.
- b) All personal leave days not referred to in "a" above need no explanation and no approval.
- c) Personal leave days will be accumulated as part of sick days.

**ARTICLE XIII  
BEREAVEMENT LEAVE**

Upon notifying the Superintendent of Schools, the employee shall be granted no more than five (5) consecutive days leave of absence, each occurrence, with pay from scheduled work upon the death of employee's husband, wife, child, parents, parents-in-law, grandparents, grandparents-in-law, brother, brother-in-law, sister, sister-in-law, and grandchildren. This shall not be considered part of sick time or personal leave time.

**ARTICLE XIV  
CHILD CARE LEAVE**

After three (3) years of continuous employment, employees shall be granted child care leave without pay for up to one (1) year for the birth/adoption of a child. At the expiration of such leave, he/she shall be returned to his/her position or an equivalent position at the level of benefits he/she had when the leave began, providing such position exists.

**ARTICLE XV  
LEAVE OF ABSENCE**

The Board of Education may grant a leave of absence for employees who have completed three (3) years of service in the district without pay not to exceed one (1) year to any employee requesting such leave in accordance with the following:

- a) The employee must first state the reason for such leave to the Superintendent of Schools.
- b) The Superintendent of Schools then will forward to the Board of Education his/her recommendation for approval or disapproval.

**ARTICLE XVI  
INJURY ON JOB**

**SECTION 1**

If a full-time clerical, custodial, nurse, computer tech or regularly scheduled aide is injured in the performance of his/her duties and the employee elects to file for workmen's compensation and providing that all of the employee's time and leave benefits are exhausted, the employee shall receive from the district the differential between his/her compensation allotment and what the employee would have normally earned if such job related accident had not occurred up to a maximum of one (1) year.

**SECTION 2**

The employee shall, upon certification by a physician, be guaranteed his/her job, provided that such employee notified the Superintendent of Schools within two (2) weeks after certification by a physician that the employee is able to return to work.

**SECTION 3**

The Board reserves the right during any period of convalescence to have the employee examined by the Board's doctor.

**ARTICLE XVII**  
**UNIFORMS**  
**(CUSTODIANS & NURSES)**

**SECTION 1**

The District shall furnish all custodial employees three (3) uniforms (Groundskeepers will also receive winter uniforms), one of which shall be worn at all times. The employee will be responsible for proper maintenance of said uniforms and to report any need of replacement to the respective supervisor. Every effort will be made to supply uniforms on/or about July 30th. Uniforms will be replaced when damaged or worn, upon return to the district.

Custodial employees not wearing their uniforms during their regular assignment will be provided with one verbal and one written warning. After said warnings if an instance arises where the custodian is not in uniform, without an acceptable reason, the custodian will be dismissed from the job site at a loss of pay (minimum of two hours) until such time as the custodian returns in uniform.

Nurses will be given an annual uniform allowance of \$200. Nurses may purchase their own uniforms up to the allowable amount provided a purchase order preceded the purchase. Said amount to be reimbursed to the nurse upon receipt of a uniform purchase receipt.

**SECTION 2**

All employees who resign and/or terminate for any reason whatsoever, shall be required to return their assigned uniforms to their respective supervisor.

**SECTION 3**

The District shall make available foul weather gear for use by employees who are directed to work in inclement weather. Such foul weather gear shall not be removed from the school grounds by the employee unless authorized to do so by his/her supervisor.

**ARTICLE XVIII**  
**NEW POSITIONS & VACANCIES**

**SECTION 1**

All new positions and vacancies will be posted throughout the school district and all present employees shall be given first consideration based on qualifications and seniority, and a copy forwarded to the President of the Association in accordance with the specifications established by the Suffolk County Civil Service Commission.

**SECTION 2**

Any qualified employee may notify the district office, in writing, of his/her interest in such position before any consideration is given to recruiting from other than those employed in the district. Candidates will be given a general letter notifying them of the selection.

**SECTION 3 – Layoffs**

Layoffs for non-competitive and labor class will follow seniority within title unless for cause. Employees will be provided notice of impending layoffs within 20 workdays following the last annual budget vote.

**ARTICLE XIX  
OVERTIME & NIGHT SHIFT DIFFERENTIAL**

**SECTION 1**

Overtime work, when approved by the Superintendent of Schools and/or his/her designee, shall be paid on a time and one-half basis for any time worked in excess of forty (40) hours per week.

**SECTION 2**

Double time will be paid for work performed on a legal holiday or Sunday (except when Sunday is part of the employee's normal workweek).

**SECTION 3**

**Night Shift Differential**

- a) Employees scheduled to perform work after 6:00 p.m. and before 6:00 a.m. shall only receive the differential per hour for those hours actually worked beyond 6:00 p.m. or before 6:00 a.m. and shall receive a night differential of \$2.25 per hour effective July 1, 2006.
- b) Those night shift employees who work a day schedule during the term September 1 to June 30 will also be given the so-called differential.
- c) Night shift differential will be calculated and included as part of the employee's pay in their regular paycheck from September through June. If an employee changes shifts requiring an adjustment, said adjustment will be made.

**SECTION 4**

Custodians performing building checks on Saturdays, Sundays or holidays (with authorization by a supervisor) shall be paid for one hour of work at time and a half of the regular day's prorated rate.

**SECTION 5**

The District may elect not to count sick leave as time worked only for the purposes of custodial overtime compensation if a custodial employee has utilized within a contract year, sick leave without a doctor's note for over four (4) occasions on a Monday or over four (4) occasions on a Friday.

**ARTICLE XX  
EMERGENCY CLOSINGS**

**SECTION 1**

All custodians must report for work on emergency closing days unless otherwise notified by their supervisor.

**SECTION 2**

In cases of emergency as determined by the Superintendent, employees receiving night differential will not lose their differential for working the day shift.

### SECTION 3

Clerical staff will not report to work on emergency closing days and will be allowed to charge the day as a floating holiday, sick, personal, vacation, or elect no pay for each day closed.

### SECTION 4

Hourly paid school aides who report to work and who are then released due to an emergency school closing will receive a full, regular day's pay for the day in which the hourly school aide is released.

## **ARTICLE XXI MILEAGE**

Twenty-five (.25) per mile will be paid to all employees when they are directed by their supervisor to use their individual vehicles for district business.

## **ARTICLE XXII PAY PERIODS**

### SECTION 1 - Clerical, Custodial, Techs and School Nurses only

All employees shall be paid in accordance with the bi-weekly payroll procedures established by the Board of Education. In the event a holiday takes place on a scheduled payday and provided that the paychecks are available at the school, the employees shall receive their paychecks the day before such holiday.

### SECTION 2 - Aides

All employees shall be paid in accordance with the bi-weekly payroll procedures established by the Board of Education. In the event a holiday takes place on a scheduled payday and provided that the paychecks are available at the school, the employees shall receive their paychecks the day before such holiday. Time cards will be the responsibility of the appropriate administrator. Pay periods for the Aides will run two (2) weeks behind due to the hourly rate of pay.

## **ARTICLE XXIII CONFERENCES, SEMINARS, SKILL/TRAINING STIPENDS**

### SECTION 1

In the event the district administration directs an employee to attend a conference and/or seminar beneficial to the educational needs of the district, the employee shall suffer no loss of pay, time or leave benefits. All reasonable expenses incurred by the employee that have prior written approval of the district administration such as registration fees, transportation, meals and lodging, shall be reimbursed by the district after submission of receipt expenditures.

### SECTION 2

a) Any non-instructional employee who takes course work at their supervisor's request to improve such employee's skills or receives certification that will allow such employee to perform a service to the District's benefit and/or save the District money shall receive a \$500 annual stipend added to their salary if asked to perform said service (for as long as they maintain that certification and perform the service for the District).

c) For employees hired prior to July 1, 1994, the Board of Education will contribute 50% of the health insurance premium for retirees (and their families if applicable) of the school district. For employees hired after July 1, 1994, the Board of Education will contribute 50% of the health insurance premium for retirees (and their families if applicable) of the school district following ten (10) years of service in the district.

d) Non-instructional employees who are eligible to receive fifty percent (50%) paid health insurance at retirement will receive an increase of ten percent (10%) to sixty percent (60%) provided they retire with ninety percent (90% [no rounding]) of their cumulative sick/personal day allocation at the time of their retirement (i.e. an employee working for the district for 10 years who was given 10 sick days and 5 personnel days each year [for a total of 150 days] would be eligible for the additional 10% if they had 135 days of accrued sick time at the time of their retirement.).

#### SECTION 2 - Dental Insurance

Dental insurance benefit provisions are to be those negotiated within the terms of the Mt. Sinai Teachers' Agreement. While said language is subject to modification during the term of this agreement, in no case shall the yearly district contribution per non-instructional employee (with benefits) be less than the following:

For 2006-2007 \$575 per employee

For 2007-2008 \$600 per employee

For 2008-2009 \$625 per employee

Said language is subject to modification during the term of this agreement.

#### SECTION 3 - Retirement

The district shall assume the entire payment to the New York State Employee's Retirement System, 75C, currently in effect, in accordance with the current rules and requirements of the retirement system.

Those Tier 1 and Tier 2 employees eligible to enter 75I will be allowed to do so at an expense to the District of 8/10ths of 1%. The employee will incur additional cost.

The district shall adopt 41j of the Retirement and Social Security System to enable each member to participate in that program.

#### SECTION 4 - Severance

Non-instructional employees who sever their relationship with the Mt. Sinai School District can have their full time experience in Mt. Sinai applied to severance compensation provided that:

- a) Said employees have completed at least five (5) years full time in Mt. Sinai. (For the purpose of eligibility of health insurance at retirement, an employee's time in military service shall be added to the time they have accrued working in the District.)
- b) Said employees have accumulated a minimum of fifty (50) sick days (secretaries, techs and custodians), forty (40) sick days (nurses) and thirty (30) sick days (aides) at the time of severing their relationship.
- c) All employees sever their relationship with the district in good standing.

Non-instructional employees who meet all three conditions at the time of severing their relationship shall be compensated by applying the daily rate of pay, times the number of accumulated sick days as per the following schedule:

b). Computer Technicians and Network and Systems Specialists who have obtained a Bachelors Degree or who have attained a Certification in Microsoft Networking and elect to receive the following stipend(s) shall complete, if practicable, on average a minimum of five service calls per day (assuming a backlog). Complete is defined as satisfying the original request and providing a solution to the trouble. When less than five calls are required an average three hour turnaround time, if practicable, will satisfy this provision:

Bachelors Degree	\$3500 yearly
Microsoft Networking Certification	\$5000 yearly

## **ARTICLE XXIV PHYSICAL EXAMINATIONS**

### **SECTION 1**

Each employee shall be required, as a prerequisite for employment, to undergo a physical examination. Such examination shall be reported to the Superintendent of Schools on a form provided by the District.

### **SECTION 2**

The District, at its expense, shall make the necessary arrangements for the employee to be examined by the District Physician whenever the District deems such examination to be necessary.

## **ARTICLE XXV INSURANCE**

Clerical, Custodial, Computer Techs, Nurses and  
Aides regularly scheduled to work more than 6 hours per day and Aides currently covered  
(Part-time clerical, custodial, computer techs and nurses who work more than 50% shall receive health insurance  
benefits on a prorated basis)

### **Section 1 - Health Insurance**

a) The School District shall pay 100% of Health Insurance for an employee and his/her immediate family for employees employed by the district prior to July 1, 1994.

1) The health insurance program of benefits will be those provided for New York State employees (commonly know as the Empire Program, Core plus Enhancements) in any given year regardless of the insurance carrier (self insured, state managed or private insurance firm).

2) For those initiating employment after July 1, 1994, the school district shall pay 92% of the premium (individual and family).

b) Should an employee elect not to be covered under the district's health plan, the employee shall be entitled to payment of \$1,500 Family or \$750 Individual, in lieu of accepting the health insurance benefits. Written notification by employee must be received in the Business Office no later than April 1 prior to the school year during which benefits are to be declined. For employees not currently employed, such election shall be made at time of employment. Health benefits will be reinstated as per insurance carrier regulations, following evidence of insurability. Employees having a pre-existing condition will not receive benefits for that condition as per the insurance carrier's regulations. Employees electing not to participate in the health insurance program will be compensated at the end of the school year in which they elect not to participate.



Completion of:

5-12 years  
13-20 years  
20+ years

1 day's pay for each:

4 days accumulated  
3 days accumulated  
2 days accumulated

**SECTION 5 - Disability Insurance**

The Mount Sinai UFSD shall provide all bargaining unit members with NYS Disability Insurance. Bargaining unit members shall pay 60 cents per week per employee toward the cost of this benefit.

**ARTICLE XXVI  
GRIEVANCE PROCEDURE**

STEP 1 - Individuals shall have the right to discuss with the supervisor and/or the administrator any matter that the individual feels is a grievance pertaining to his/her contract in the presence of one other Association member. Where groups or individuals of the Association feel they have a grievance, they will follow the same procedure outlined for an individual being represented by only three (3) members.

STEP 2 - If the individual feels his/her grievance has not been adequately dealt with, he/she may request a meeting with the Superintendent of Schools within five (5) days. At this meeting the individual may be represented by no more than two (2) other persons besides himself/herself.

STEP 3 - If the grievance has not been settled to the satisfaction of the individual after Step 2 above, the individual may petition, in writing, for a meeting with the Board of Education. The written petition must be made within ten (10) days following the receipt of an answer at Step 2. The individual may have two (2) more persons attend the meeting with the Board of Education. This meeting shall be held without the public in attendance and the Board of Education shall be required to render a decision in writing within ten (10) days after the meeting.

**ARTICLE XXVII  
SALARIES**

**SECTION 1**

All employees shall be placed on the 2006-2007 salary schedule retroactive to July 1, 2006. Such placement shall be effectuated utilizing the salary schedule applicable to the employee's job title. The salary schedule will be recomputed using the February 1<sup>st</sup> 2006 salary by taking 3.0% of the cumulative salaries paid and dividing that sum by the FTE employees. Resultant figure will be added to each cell of the schedule. Thereafter placement on the salary schedule will dictate the percentage increase. The same calculation will be made in February 2007 and February 2008 using the 3.00% figure cumulative salaries paid and dividing that sum by the FTE employees. Resultant figure will be added to each cell of the schedule.

**SECTION 2 (Aides Only)**

To determine the new salary schedule for the aides, the hourly wages as of February 1 for the aides will be added. The sum will be divided by the FTE aides and an average hourly wage will be established. The hourly average will be multiplied by 3.00% and resultant figure will be added to each cell of the salary schedule in each year of the contract.

**SECTION 3**

Salary steps shall be payable each July 1st.

**SECTION 4**

Each employee will move one vertical step on the salary schedule for each satisfactory year on the job (mid year hires must work a minimum of 6 months to move to the next step) with the following exception.

a) All non-instructional employees not performing up to their supervisor's expectations will be given a written mid year evaluation outlining the deficiencies and expectations for improvement. An employee shall have a minimum of four (4) months to show improvement in his/her performance. If improvement is still not satisfactory, the employee will be held on step for one (1) year. If improvement is shown, the subsequent year the employee will be able to move to the appropriate step as if he/she had not received an unsatisfactory evaluation. If improvement is not shown in the subsequent year, the employee will lose the step movement for that prior year forever. In the event the District withholds a step increment, the CSEA shall have the right to file a grievance pursuant to Article XXVI. After Step 2, the CSEA may proceed to advisory arbitration in accordance with the rules of the New York State Public Employees Relations Board, Advisory Arbitration applies only to Article XXVII, Section 4 of this contract agreement.

**ARTICLE XXVIII  
LONGEVITY**

The contract shall contain the following longevity formulas that shall be effective on 7/1/06:

<u>July 1 after completion of:</u>	<u>Full Time Employees</u>	<u>Aides</u>
10 years of service	\$500	15 cents/hr
15 years of service	\$600	15 cents/hr
20 years of service	\$800	15 cents/hr
25 years of service	\$900	20 cents/hr

**ARTICLE XXIX  
LABOR MANAGEMENT COMMITTEE**

In order to promote harmonious labor-management relations between the District and the Association, the following shall apply:

**SECTION 1- Meetings**

The President of the Association and the Superintendent of Schools shall meet once a month, if necessary, to confer informally on matters relating to the terms and conditions of the Collective Bargaining Agreement which affects the students, the district and the employees.

**SECTION 2 - Additional Personnel**

The President of the Association and the Superintendent of Schools both reserve the right to invite additional district personnel who they shall determine may contribute to the matter under discussion at such meeting.

**ARTICLE XXX  
MISCELLANEOUS**

**SECTION 1**

As required by Section 204-a of the Civil Service Law, the following is added to this agreement:

"It is agreed by and between the parties that any provision of the 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."

**SECTION 2**

Negotiations for a successor agreement shall begin on or about January 2, 2009.

**ARTICLE XXXI  
DURATION**

This agreement shall commence July 1, 2006 and continue in effect up to and including June 30, 2009.