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BCF | 5603

AGREEMENT

between

MIDDLE COUNTRY CENTRAL
SCHOOL DISTRICT

- and -

MIDDLE COUNTRY CENTRAL
SCHOOL DISTRICT
HEADS & CHIEFS UNIT
CSEA, INC., LOCAL 1000, AFSCME,
AFL-CIO, A UNIT OF LOCAL 870

JULY 1, 2006 TO JUNE 30, 2009

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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This Agreement entered into by the Middle Country Central School District (hereinafter referred to as the Employer) and Middle Country Central School District Heads & Chiefs Unit of CSEA, Inc., Local 1000, AFSCME, AFL-CIO, a unit of Local 870 (hereinafter referred to as the Association) has as its purpose the promotion of harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

TAYLOR LAW NOTICE

IT IS UNDERSTOOD AND 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.

PURPOSE AND INTENT

1 The Board of Education and the Association encourage to the fullest degree friendly and cooperative relations at all levels.

RECOGNITION

2. The Employer recognizes the Association as the sole and exclusive representative of all employees denoted in paragraph number 3 of this article for the purpose of establishing salaries, wages, hours and other terms and conditions of employment as well as for the processing of grievances and the administration of the agreement between the parties for the term of this agreement.

3. All supervisory employees of the Buildings and Grounds Department whose titles are Chief Custodians and Head Custodians shall be a part of and included in this bargaining unit.

ASSOCIATION SECURITY

Checkoff of Association Dues

4. The Employer agrees to deduct Association membership dues in accordance with the amount certified by the Association to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Association Dues provided by the Association and acceptable to the Employer from the pay of all employees who have executed such authorization for payroll deduction of Association Dues.

5. Any changes in the amount of Association Dues to be deducted must be certified by the Association in writing and be forwarded to the Employer.

Agency Fee

6. The District does hereby agree to an agency fee. Each employee who is not a member of the Association will pay to the collective bargaining agent each month a service charge toward the administration of this agreement and the representation of such employee, provided, however, that each employee have available to him/her membership in the Association on the same terms and conditions as are available to every other member of the Association.

The service charge shall be certified to the District by the Association.

The District shall deduct such fee in the same manner the membership dues are deducted.

The amount collected for the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used towards expenditures by the organization for activities or causes of political or ideological nature, except as incidentally related to terms and conditions of employment.

The Association shall establish appeal procedures for individuals challenging the agency fee in accordance with state and federal law.

The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this article.

The Association shall supply the District with a list of names of nonmembers at least fifteen (15) days prior to the deduction of any agency fee.

Bulletin Boards

7. The Employer agrees to provide adequate space on bulletin boards for exclusive use of the Association to post notices at each work installation. The use of such facilities must not be used for posting material of a derogatory nature and shall be confined to legitimate Association business.

Access to Premises

8. The Employer agrees to permit representatives of the Association to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not unduly interfere with the performance of duties assigned to the employees. The Employer agrees that with prior permission the Association may use school facilities for regular, special and committee meetings.

HOURS OF WORK

Regular Hours, Workday

9. Regular hours for full-time, year-round employees shall be eight (8) hours per workday.

10. Overtime for any employee shall not begin until after eight (8) hours per day or forty (40) hours per week.

Workweek

11. The workweek for the bargaining unit employees shall be forty (40) hours per week. The normal workweek shall be Monday through Friday.

Work Shift

12. The regular work shift shall consist of eight (8) hours which shall include a paid lunch period of thirty (30) minutes.

Work Schedule

13. During the months of July and August, members of the unit shall be required to work one-half (½) hour less per work shift.

Rest Periods

14. All employees who work more than four (4) hours shall be entitled to a fifteen (15) minute rest period for every such four (4) hour period.

HOLIDAYS

15. Members of the unit shall be entitled to fourteen (14) paid holidays per year. The paid holidays shall be:

- | | |
|------------------------|------------------------|
| New Year's Day | Election Day |
| Martin Luther King Day | Veterans Day |
| Presidents Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Fourth of July | Christmas Eve Day |
| Labor Day | Christmas Day |
| Columbus Day | New Years Eve Day |

Eligibility Requirements

16. The holiday schedule shall apply to full-time, twelve (12) month employees.

17. Employees shall be eligible for holiday pay under the following conditions:

(a) The employee would have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on a day off, vacation, layoff or sick leave; and

(b) The employee worked his last scheduled workday prior to the holiday, unless he is excused by the Employer and also works the first scheduled day after the holiday.

Holiday Pay

18. Eligible employees who perform no work on a holiday shall be paid one (1) day's pay for each of the holidays listed on which they perform no work.

19. Eligible employees who work on any of the holidays shall receive two times their regular rate of pay.

VACATION SCHEDULE

District-wide Vacation

20. Full-time year-round personnel shall accrue vacations according to the following schedule:

After 1 year	- 2 weeks
After 2 years	- 2 weeks, 1 day
After 3 years	- 2 weeks, 2 days
After 4 years	- 2 weeks, 3 days
After 5 years	- 3 weeks
After 6 years	- 3 weeks, 1 day
After 7 years	- 3 weeks, 2 days
After 8 years	- 3 weeks, 3 days
After 9 years	- 3 weeks, 4 days
After 10 years	- 4 weeks

Vacation Accrual Schedule by Year of Days Earned Per Month

21.	1st year earned	-	.83	days per month
	2nd year earned	-	.92	days per month
	3rd year earned	-	1.00	days per month
	4th year earned	-	1.08	days per month
	5th year earned	-	1.25	days per month
	6th year earned	-	1.33	days per month
	7th year earned	-	1.42	days per month
	8th year earned	-	1.50	days per month
	9th year earned	-	1.58	days per month
	10th year earned	-	1.66	days per month

Vacation Schedules

22. Only full-time year-round employees shall be entitled to vacation benefits. Vacation periods shall be taken each year. A minimum of two (2) weeks of an employee's vacation entitlement shall be taken during July and/or August. An effort will be made to grant vacations at the time requested by the employee. The nature of the work may make it necessary to limit the periods of vacation.

If conflicts exist in vacation selections, selections shall be made on the basis of job-title seniority.

Changes in the scheduling of vacations may be made in the event of an emergency.

Holiday During Vacation Period

23. If a paid holiday is observed during the period in which a vacation is scheduled, equivalent vacation time shall be granted at a time agreed upon by the employee and Employer.

24. Any employee who is laid off, retires or is involuntarily separated from service shall be compensated in cash for "accrued" vacation time. Such compensation shall be on a pro rata basis and shall be computed starting July 1st of each year.

25. In the case of the death of the employee, such payment under 23 above shall be made to the employee's estate.

SICK LEAVE AND PERSONAL LEAVE

26. Members of the unit hired prior to July 1, 1990, shall accumulate seventeen (17) days of sick leave per year, three (3) of which may be used for reasons other than personal illness. Members of the unit hired on or after July 1, 1990, shall accumulate twelve (12) days of sick leave per year, two (2) of which may be used for reasons other than personal illness for their first two (2) years of employment. Thereafter, such employees shall be treated the same as pre July 1, 1990 employees.

Leave shall accrue at the rate of one (1) day for each month worked up to one hundred eighty (180) days. Leave time shall be computed in multiples of a half or full day.

Requests for leave for other than personal illness must be in writing and received by the Superintendent's designee three (3) calendar days in advance of the time the employee is requesting time off. A statement expressing the purpose for the leave shall be indicated on the leave request form including the general categories of Medical, Financial, Legal or Family.

Additional personal leave may be granted upon approval by the Superintendent of Schools.

In emergency situations, the three (3) day prior approval procedures may be waived.

Members of the unit who use three (3) days or less per school year, of sick and personal leave may opt to be paid for one-half of the unused days for that year, up to a maximum of eight (8) days at the rate of fifty-five (\$55) dollars per day. The maximum payable under this formula shall be four hundred forty (\$440) dollars. The remaining unused days shall be applied to the employee's accrued leave days. Payments shall be made in the first pay period in December in the following school year. Employees shall notify the District in writing of their intention to exercise this option by the last day of the school year. To be eligible, employees must work eleven (11) months of the year.

27. An employee shall be required to furnish a doctor's certificate after three (3) consecutive days of sick leave. In cases of suspected abuse, the District may require a doctor's certificate for any absence. In such cases, prior notice shall be given to the concerned employee.

28. Sick leave may not be claimed during holidays and vacations, provided, however, that an employee may appeal to the Superintendent or his/her designee to change vacation time to sick leave where conditions warrant. The decision of the District, however, shall be final and shall not be subject to grievance.

Workers' Compensation

29. Employees will not lose pay during a compensation case when the employee is covered by earned sick leave, but must reimburse the District for that amount paid the employee by the compensation board. Sick leave may be reinstated by purchase by the employee on a prorated basis for monies received from a compensation case.

LEAVES OF ABSENCE

Eligibility Requirements

30. Employees may be eligible for leaves of absence after three (3) consecutive years when approved by the Board of Education; and in all cases such leaves shall comply with the rules and regulations of the Suffolk County Civil Service Commission.

Application for Leaves

31. Any request for a leave of absence shall be submitted in writing on the appropriate District form by the employee to his supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

32. Authorization for a leave of absence shall be furnished to the employee in writing.

33. Any request for a leave of absence shall be answered within a thirty (30) day period when possible, but in no event more than a forty-five (45) day period.

34. A request for an emergency leave of absence, not exceeding one (1) month, shall be answered by the administration as soon as possible.

PAID LEAVES

Bereavement Leave

35. Bereavement leave shall consist of three (3) consecutive workdays or three (3) aggregate. Bereavement leave shall be allowed for the following deaths: mother, father, sister, brother, husband, wife, mother-in-law, father-in-law, half-brother, half-sister, children and step-children, grandmother, grandfather, grandchildren, foster mother, foster father. Other reasons for bereavement leave not mentioned may be granted upon approval of the Superintendent of Schools. Bereavement leave shall not be deducted from sick leave or vacation time.

36. Additional bereavement days may be allowed at the discretion of the Superintendent.

Jury Duty

37. The District shall pay employees on jury duty the difference between their regular salary and their jury duty compensation. This shall be accomplished by employees returning their jury duty fees to the District except for travel expense and mileage.

Employees shall request that they be "on call" when required to serve jury duty.

UNPAID LEAVES

Reasonable Purpose

38. Leaves of absence without pay and not to exceed one (1) year may be granted at the Board's discretion.

Education Leave

39. After completing one (1) year of service, any employee, upon request, may be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but may be extended or renewed upon Board approval, at the request of the employee.

40. No more than one (1) leave of absence every three (3) years shall be granted under this provision.

WAGES

41. Effective July 1, 2006, each step of the salary schedule in effect as of June 30, 2006 shall be increased by three and one-half (3.5%) percent. Those employees who are eligible shall move one step on the salary schedule effective July 1, 2006.

Effective July 1, 2007, each step of the salary schedule in effect as of June 30, 2007 shall be increased by three and one-half (3.5%) percent. Those employees who are eligible shall move one step on the salary schedule effective July 1, 2007.

Effective July 1, 2008, each step of the salary schedule in effect as of June 30, 2008 shall be increased by three and one-half (3.5%) percent. Those employees who are eligible shall move one step on the salary schedule effective July 1, 2008.

Employees shall be paid according to the attached Appendices "A" through "C".

42. Employees hired on the beginning salary shall move to Step 1 upon appointment to permanent status.

Pay Period

43. The salaries and wages of employees shall be paid as per the payday calendar. In the event that a payday is a holiday, the preceding day shall normally be the payday.

Shift Differentials

44. In addition to the established wage rates, the Employer shall pay an hourly premium of \$0.40 to employees for hours worked on regularly scheduled shifts between 3:00 P.M. and 7:00 A.M., provided the employee works four (4) or more hours during that period.

Longevity Service Pay

45. (a) Employees who have completed the following years of service shall receive the indicated longevity increase:

Years of Service	-	Increment
10	-	\$200
13	-	\$225
18	-	\$450
20	-	\$600

(b) June 30 shall be the anniversary date for longevity purposes. Eligible employees will be paid their longevity in a lump sum separate check.

New Classifications

46. If the Employer creates a new classification within the bargaining unit, the Association shall have the right, during the term of this agreement, to negotiate the wage rate for that classification if it does not agree with the rate determined by the Employer.

INSURANCE

Life

47. Effective upon ratification of this Agreement, the Employer shall pay the premium on a \$25,000 term life insurance policy for all full-time employees in the unit provided however, the District's annual premium per employee shall not exceed \$45 per year.

48. Insurance deductions for CSEA will be allowed if found feasible based on computer specifications and the desires of the membership.

Dental

49. The District shall contribute up to a maximum of \$475.00 per year effective July 1, 2006 per participating member of the Unit toward the CSEA Sunrise Dental Plan. The maximum annual contribution shall be increased to \$500.00 effective July 1, 2007, and to \$525.00 effective July 1, 2008.

Extended Sick Leave

50. Members of the unit with three (3) or more years of service shall be eligible for extended sick leave beyond their accrued sick leave equivalent to twice the amount of accrued sick leave at the time of commencement of the extended illness with a minimum of ninety (90) working days and a maximum of one (1) school year, provided they meet the following eligibility requirements:

- A. A signed physician's note must be supplied by the employee to the Personnel Office attesting to the fact that the employee is under a doctor's care and will be unable to report to work because of health reasons for a minimum of twenty-five (25) calendar days.
- B. Only employee illness which confines the employee to a hospital or his/her home will qualify (aside from office calls to his/her physician).
- C. The District's doctor must agree that the illness referred to in "B" requires confinement to home or hospital and that the employee will be unable to report to work because of health reasons for a minimum of twenty-five (25) calendar days.
- D. In the event of a dispute between the District's doctor and the employee's doctor, they shall agree on a third doctor whose opinion shall be binding. The cost of the third doctor shall be paid by the District.
- In the event the doctors are unable to agree upon a third doctor, the employee may grieve the District's denial under the grievance procedure commencing at the Board of Education level.
- E. Extended Sick Leave may not be used for Workers' Compensation cases.
- F. Extended Sick Leave may be used only for the employee's personal illness.
- G. In the event the District alleges an abuse by an employee on Extended Sick Leave, a committee composed of two (2) representatives of the Union and two (2) representatives of the Superintendent and a fifth party mutually selected by the parties shall hear and adjudicate such alleged abuse. In the event the parties are unable to agree, the fifth party shall be selected from a list submitted by the American Arbitration Association.
- H. Employees shall use their accrued sick leave prior to becoming eligible for Extended Sick Leave.
- I. Upon return from such leave, the employee shall have his/her accumulated sick leave credited with one-third (1/3) of the number of accumulated days at the time of the commencement of the extended illness.
- J. In the event an employee has exhausted his/her sick leave, and has an extended illness for more than ten (10) calendar days but less than twenty-five (25) calendar days, such employee may be placed on Extended Sick Leave provided he/she complies with all the other requirements listed above, and provided further:

- 1) that upon return from such leave, the employee shall have deducted from his/her "future" sick leave the days advanced by the District; and
- 2) the employee agrees that in the event he/she leaves the employ of the District prior to paying back the advanced days, he/she shall authorize the District to deduct from his/her final paychecks the amounts advanced by the District.

Health

51. The following health insurance plans are the "base" plans:

EMPIRE UNITED HEALTH CARE (Empire core Plus Enhancements – formerly Metrahealth, Empire Metropolitan, Statewide Plan)

EMPIRE CHOICE (formerly Empire Healthcare, Empire Healthnet, Empire C.H.P.S.)

AETNA US HEALTHCARE (formerly US Healthcare).

Health Insurance Plan of Greater New York (HIP)

After prior consultation with the Association, the District may offer voluntary health insurance plans in addition to the "base" plans.

The District agrees to pay the full premium for the "base plans" as defined above provided to District employees for those unit employees who choose to enroll (1).

Effective July 1, 2006, all unit members who chose to enroll in a "base plan" will contribute 5.5% of the health insurance premium of said "base plan". Effective July 1, 2007, all unit members who chose to enroll in a "base plan" will contribute 6% of the health insurance premium of said "base plan". Effective July 1, 2008, all unit members who chose to enroll in a "base plan" will contribute 6.5% of the health insurance premium of said "base plan".

Unit members currently enrolled in a "base plan", and Unit members who were formerly enrolled in a "base plan" but who currently are receiving payments for declining such coverage, who opt to enroll in a voluntary plan whose premiums exceed those of their former "base plan", effective July 1, 2006 shall contribute 5.5% of said premiums. Effective July 1, 2007, such Unit members shall contribute 6% of said premiums. Effective July 1, 2008, such Unit members shall contribute 6.5% of said premiums. In addition, such Unit members shall pay 100% of the difference in premiums between their former "base plan" and their voluntary plan.

Unit members who previously opted, upon commencement of employment, for the declination outlined below and who later enroll in a voluntary plan whose premiums exceed those of the most expensive applicable "base plan", effective July 1,

2006, shall contribute 5.5% of the premiums of the voluntary plan. Effective July 1, 2007, such Unit members shall contribute 6% of said premiums. Effective July 1, 2008, such Unit members shall contribute 6.5% of said premiums. In addition, such Unit members shall pay a 100% of the difference in premiums between the most expensive applicable "base plan" and their voluntary plan. These rates and rules shall also be applicable to new hires who chose a voluntary plan whose premiums exceed those of the most expensive applicable "base plan".

Unit members who previously opted, upon commencement of employment, for the declination outlined below and who later enroll in a voluntary plan whose premiums are less than the most expensive applicable "base plan", effective July 1, 2006, shall contribute 5.5% of the premiums of the voluntary plan. Effective July 1, 2007, such Unit members shall contribute 6% of the premiums of the voluntary plan. Effective July 1, 2008, such Unit members shall contribute 6.5% of the premiums of the voluntary plan. These rates and rules shall also be applicable to new hires who chose a voluntary plan whose premiums are less than those of the most expensive applicable "base plan".

Unit members may only change plans in accordance with plan policy.

Unit employees who are eligible to receive health insurance coverage through the District may opt not to be covered by the District. Unit employees who elect not to be covered for health insurance by the District shall be entitled to receive \$1500 provided the employee remains uncovered by the District for a period of twelve (12) consecutive months.

Unit employees shall advise the District of their desire not to be covered no later than December 1st and coverage shall cease as of January 1st. Payments shall be made during the first pay period of the following January provided the declination has been in effect from the preceding January.

The declination of Health Insurance shall remain in force annually thereafter unless the employee(s) who have declined such coverage for a given year wish to re-enroll in the Health Insurance Program for the following year. Said employee(s) shall notify the District of such change no later than November 1st preceding the year in which they wish to reenter the plan. Such coverage shall take effect on January 1st.

Unit employees hired on or after January 1st may advise the District of their desire not to be covered by Health Insurance at any time in their first calendar year. Such employees shall receive a pro rata share of the \$1,500 provided the employee remains uncovered by the District through December of that same calendar year. Thereafter, they shall be treated the same as all other unit employees declining coverage.

Individuals making this election shall submit sworn statements to the District indicating they have health insurance coverage under another plan.

Nothing contained herein shall preclude a member of the unit from applying to reenter the District's plan at any time for reasons consistent with the rules of the District's flexible benefit plan and applicable law. In the event a unit employee reenters the plan within the first twelve (12) months, no payment shall be made. In the event a unit employee resumes health insurance coverage after the first twelve (12) months of declined coverage, but prior to the due date for their annual payments, no payments shall be made for the year in which the unit employee's declination was for less than twelve (12) months.

Unit employees shall be entitled to reenter the District's Health Insurance Plan to ensure coverage upon retirement provided they pay the required contribution toward the cost of such insurance in retirement.

In the event a member seeks to reenter the District's Plan, the District shall request that the Plan waive any applicable waiting period.

In accordance with the rules and regulations of the Empire Plan, a unit employee who is employed by the District and whose spouse is employed by the District shall not be entitled to family coverage provided by the District, unless the maintenance of such plan is required to comply with a court order, judgment or legal separation.

With respect to those unit employees whose spouses are employed by the District, the employees will have the option of determining which spouse shall be covered by the District's Family Plan.

Nevertheless, a unit employee who thereafter becomes no longer covered by his/her spouse's said coverage (e.g., death, divorce, loss of job, loss of coverage, etc.) shall be entitled to immediate reinstatement without any restrictions, without any cost to the individual and pre-existing conditions shall not in any way preclude full coverage.

Unit employees who lose coverage shall notify the District as soon as reasonably possible of their intent to re-enroll in the District's health insurance plan. Such reinstatement shall be immediate upon notice to the District.

In any event the spouse who is no longer entitled to the family coverage has the option of individual coverage or a \$1500 payment. Such payment will be made during the first pay period of the following January.

The District has instituted a flexible benefits plan pursuant to Internal Revenue Code Section 125 in which unit employees are eligible to participate in accordance with the rules of the plan.

RETIREMENT PLAN

52. The Employer shall provide the 75-i retirement plan for all qualified unit members as soon as practicable following the signing of the Agreement.

TERMINAL ALLOWANCE

53. Notice of retirement shall be given to the District by February 1st of the school year preceding payment hereunder and shall be at least ninety (90) days prior to retirement. Provided such notice is given, the retiree shall receive a per diem rate of compensation of two (2) days' pay for every five (5) days of accumulated, unused sick leave up to a maximum of 180 days of unused sick leave.

Payment shall be made in the first pay period of July for those retiring prior to the July 1st following their notice, and in the first pay period following retirement for those retiring after July 1st following their notice.

Where emergency medical reasons warrant, ninety (90) days' notice of retirement shall be acceptable.

REPORTING TIME - OVERTIME

Premium Rates of Pay

54. Overtime shall be interpreted as that time spent by any employee above and beyond the normal hours per day performed by the regular employee of the division and approved by policy of the Board of Education.

55. All work performed on Sunday and holidays shall be paid at a rate double the regular hourly rate of the employee performing the overtime.

56. Overtime shall be kept to a minimum and shall be construed as additional service under exceptional conditions.

57. Authorization of overtime shall be the responsibility of the supervisor of each department and shall not be delegated. Prior approval or disapproval is the responsibility of the Superintendent's designee. No overtime will be performed without specific approval.

58. Approved overtime work shall be paid to the employee earning it at the rate of time and one-half of the employee's current rate of pay.

Distribution

59. No employee shall have his work schedule or day off changed for the purpose of avoiding overtime.

Call-In-Time

60. Full-time, 12-month employees who are called in to work after ending or before starting their regularly scheduled shifts shall be paid at the rate of time and one-half (1-1/2) for a minimum of three (3) hours, except that the employee called in less than

three (3) hours prior to the start of the shift shall receive such rate only to the beginning of that shift and for the actual hours worked after such shift.

61. (a) The District shall have the right to utilize non bargaining unit district employees who are regularly scheduled to work on Saturdays to open, close and monitor district buildings on Saturdays, during scheduled activities, i.e. non emergencies, rather than utilize members of this bargaining unit.

If the District determines that employees are required to work in addition to those non bargaining unit employees, members of this unit will be given the opportunity to be called in before any non bargaining unit employees. Such call-in of additional employees will be at the discretion of the building principal or the Superintendent's designee.

(b) On Sundays, holidays and other days when school is closed, except Saturdays, between 6:00 a.m. and 6:00 p.m. the District shall utilize a Head or Chief to open and close the building for activities scheduled in advance. In such cases, regardless of any other provision of the contract, the Head and/or Chief may be required to work for longer than three (3) hours, and in all cases, is required to perform assigned or other work for the entire time in the building.

When a Head or Chief is called in on an emergency basis as opposed to scheduled purposes, the normal call-in provision shall apply.

SENIORITY

Definition

62. Seniority means an employee's length of continuous service with the Employer since the date of probationary appointment per School Board minutes and is defined as District-Wide Seniority.

Probationary Employees

63. When new employees complete their probationary period they shall be entered on the seniority lists.

Seniority Lists

64. Every twelve (12) months, the Employer shall supply the Association seniority lists showing the continuous service of each employee. Such lists shall indicate the employees' names, dates of probationary appointments and job titles and date of permanent appointment to their job title.

Breaks in Continuous Service

65. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause or retirement.

Job Title (Classification) Seniority

66. Shall commence at the date of permanent appointment to a job classification and continue only if the employee continuously works within the job title.

Division Seniority

67. Shall mean the length of continuous service an employee has within a division and commences on the date the employee begins work in the division.

WORK FORCE CHANGES

Promotions and New Jobs

68. When a promotional or new job vacancy exists for the position of Head Custodian or Chief Custodian, it shall be posted as a promotional opportunity in all schools and departments and shall be filled through the following:

- (a) Notice of the vacancy shall be posted in all buildings of the District and adequate time shall be allowed for application (five (5) working days) for interested qualified employees to apply in writing to the school administration.
- (b) The posted notice shall set forth the job title, shift, location and prerequisite qualifications for the job.
- (c) The District shall select the applicant from the list of individuals deemed eligible for permanent appointment by the Suffolk County Civil Service Department. The selected individual shall be appointed to a probationary period in accordance with Civil Service Law. If the individual does not pass his/her probationary period, he/she shall be restored to the job from which he/she originally bid and retain all seniority rights he/she held in that position.

Temporary Assignments

69. If an employee is temporarily placed in a lower classification than that in which he is regularly assigned, no reduction in pay will be effected. If an employee is temporarily placed in a higher classification than that in which he is regularly assigned, the affected employee shall be paid at the rate of the higher classification for all time

spent on this assignment. However, if due to austerity, an employee is placed in a lower classification temporarily, the Board reserves the right to make adequate wage adjustments.

70. The Employer shall forward a list of employees being laid off to the Association Secretary on the same date that the notices are issued to the employees.

71. Employees to be laid off will have at least fourteen (14) calendar days notice of layoff. In cases where there is a tie in seniority, layoffs shall be determined by a lottery.

Demotions

72. The term demotion as used in this provision means the involuntary assignment of an employee to a lower rated job classification.

73. Demotions shall be made for just cause or in the exercise of the provisions of the Civil Service law, or other provisions contained elsewhere in this contract.

Transfers

74. The District reserves the right to transfer employees according to the needs of the District subject to job classification.

In making such determination, the District shall consider the seniority of the employee as one of the criteria utilized to make its decision. An employee who disagrees with the District's decision to transfer him/her, shall be given the opportunity to meet with the Building Principal(s) involved and Assistant Superintendent for Personnel, at which time the employee will be notified of the reasons for the transfer. In the event that the employee objects to the transfer after such meeting, upon written request of the employee, the Union will be notified and the Superintendent of Schools will meet with the Union President and employee. After the meeting with the Superintendent, the employee shall be provided with the reasons for transfer in writing if he/she makes written request for such reasons. Transfer of an employee(s) after completion of this notification procedure shall be made at the discretion of the District. The determination of the District shall not be arbitrary or capricious.

Employees who so desire have the right to request a transfer by making written application to the Assistant Superintendent of Personnel or other designated administrator. Such requests may be granted at the discretion of the District.

Shift Preference

75. Shift preference will be granted where applicable on the basis of seniority within the same classification where a vacancy exists.

SAVINGS CLAUSE

76. Should any section or portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall only apply to the specific section or portion thereof directly specified in the decision.

DISCIPLINE AND DISCHARGE

77. Before a discharge or disciplinary action is imposed on an employee, the Employer shall notify the employee, Association President and Association Steward in writing of the charges.

78. The disciplined employee, upon request, will be allowed to discuss his discharge or discipline with his steward or other authorized Association representative. The Employer will make an area available to the employee for private discussion prior to the employee being required to leave the premises.

79. Upon written request an employee may summon the Association Steward in cases of reprimand.

SETTLEMENTS OF DISPUTES

Grievances

80. Any grievance or dispute which may arise between the parties with respect to the applicable meaning or interpretation of this agreement shall be settled in the following manner:

Step 1 - The Association Steward shall take up the grievance with the immediate supervisor of the employee or employees involved within ten (10) days of its occurrence. If, at that time an Association Steward is unaware of the grievance, he shall take it up within ten (10) days of his/her knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within three (3) working days. The employee shall receive a written response to a grievance at Step 1, if the grievance is submitted in writing on the appropriate form.

Step 2 - If the grievance has not been settled, it shall be presented in writing by the Association Steward to the Superintendent's designee within seven (7) workdays after the supervisor's response is due. The Superintendent's designee shall respond to the Association Steward in writing within five (5) working days.

Step 3 - If the grievance remains unadjusted, it shall be presented by the Association Steward or other Association representative to the Board of Education in writing within seven (7) working days after the response of the Department Head is due. The Board of Education shall respond in writing to the Association Steward or other representative within twenty (20) working days.

Step 4 - (a) If the grievance is still unsettled, the Association may, within fifteen (15) days after the reply of the Board of Education is due, by written notice to the Board, request arbitration.

(b) The failure of the Association Steward or other representative to meet the time limits of any step shall bar further processing of the grievance and arbitration.

(c) Nothing in this grievance procedure shall prevent any employee from initiating and processing a grievance, but only the Association can request arbitration.

Arbitration Procedure

81. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Association within seven (7) workdays after notice has been given. If the parties fail to select an arbitrator, the Arbitrator shall be selected pursuant to the rules of the American Arbitration Association.

82. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

83. No arbitrator shall have any power to amend, modify or delete any provisions of this agreement.

84. The expenses for the Arbitrator's services and the filing fees, if any, shall be shared equally by the District and the Association.

Processing Grievances During Working Hours

85. The Unit President and Shop Stewards shall be granted a reasonable amount of time off with pay, within the discretion of the District, for the purpose of processing grievances.

86. Time limits contained herein may be extended by mutual agreement in writing.

STRIKES

87. No strikes of any kind shall be caused or sanctioned by the Association.

SNOW DAY POLICY

88. Unit personnel will report to work when schools are closed due to inclement weather unless excused by the supervisors.

89. All sick leave policy and administrative regulations relating to it are in effect during emergency school closings due to inclement weather.

90. All personnel who are required to work during emergency school closings but are experiencing transportation difficulty are to call the central switchboard and report the conditions which prevent them from reporting. If possible, a District vehicle will be sent to pick up all personnel whose services, in the opinion of the Superintendent or his designee, are absolutely essential for the safety, welfare, protection and operation of the District. Personnel complying with this Section shall not suffer loss of pay. Personnel who do not comply with this Section cannot claim pay for the time lost except that an emergency personal day can be claimed by such employees provided all personal leave days have not been previously used.

GENERAL PROVISIONS

Disabled Employees in Jobs Dangerous to Health

91. The Employer shall make every effort to place employees who, through physical disability, or who have become partially disabled and diagnosed as such by the School Physician, in suitable positions if available. In no case shall the placement of an employee become detrimental or overburdensome to his fellow employees' work load. If no such position exists or if by placement in a position the employee is found to be or is identified as a burden to his fellow workers, he shall be required to ask for a medical leave of absence.

Promotion Pay

92. When an employee is promoted, he shall be placed on the appropriate salary step of his new classification so as to cause a minimum increase remuneration of \$300.

Assignment Outside of Workday

93. The establishment of personnel assignment outside of the regular working day is the prerogative of management and shall be continued under its present fair practice for all departments and employees.

Work Rules

94. The District reserves the right to promulgate and enforce work rules related to the employees' working relationship with the District, provided such work rules do not conflict with a specific provision of this agreement. The Association agrees that the District shall have the right to alter any "terms and conditions of employment" not specifically covered herein after prior notification and discussion with the Association.

The Employer agrees that the provisions of this agreement shall supersede any work rules which may be in conflict with this agreement.

Courses

95. The Employer shall reimburse the employee the tuition for one (1), successfully completed, job-related course per year which has received prior approval of the Superintendent. Such courses shall be taken outside of the Employer's regular work hours. The maximum reimbursement will be \$50 per course.

Labor-Management Joint Committee

96. This unit shall have representatives on the joint Labor- Management Committee.

Uniform Allowance

97. The District shall make available six (6) sets of foul weather gear. The Chief or Head of the particular building shall be responsible for handing out such equipment and seeing that it is returned and secured in the building.

TERMINATION AND MODIFICATION

98. This agreement shall be effective as of the first day of July 2006 and shall remain in full force and effect until the thirtieth day of June 2006. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than one hundred fifty (150) days prior to the termination date; this agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

99. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT HEADS & CHIEFS UNIT OF CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO, A UNIT OF LOCAL 870

[Signature]
Unit President

6/16/06
(Date)

Rigo Predonzan
Rigo Predonzan
Labor Relations Specialist

6/16/06
(Date)

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT

[Signature]
Dr. Leonard Adler
Superintendent of Schools

5-22-06
(Date)

[Signature]
Karen Lessler
President, Board of Education

(Date)

**Middle Country Central School District
Heads & Chiefs Unit
Appendix A**

2006-2007

	<u>Chief</u>	<u>Head</u>
Step 1*	\$44,136	\$43,537
Step 2	\$44,987	\$44,066
Step 3	\$45,734	\$44,853
Step 4	\$46,506	\$45,381
Step 5	\$47,165	\$45,906
Step 6	\$48,179	\$46,304

* There shall be a probationary rate in effect for the first six months of employment which shall be \$600 less than Step 1.

** Employees hired before January 1 will move a step the next July 1. Employees hired after January 1 will move a step the July 1 of the following year.

**Middle Country Central School District
Heads & Chiefs Unit
Appendix B**

2007-2008

	<u>Chief</u>	<u>Head</u>
Step 1*	\$45,680	\$45,061
Step 2	\$46,562	\$45,609
Step 3	\$47,334	\$46,423
Step 4	\$48,134	\$46,969
Step 5	\$48,816	\$47,513
Step 6	\$49,865	\$47,925

* There shall be a probationary rate in effect for the first six months of employment which shall be \$600 less than Step 1.

** Employees hired before January 1 will move a step the next July 1. Employees hired after January 1 will move a step the July 1 of the following year.

**Middle Country Central School District
Heads & Chiefs Unit
Appendix C**

2008-2009

	<u>Chief</u>	<u>Head</u>
Step 1*	\$47,279	\$46,638
Step 2	\$48,192	\$47,205
Step 3	\$48,991	\$48,048
Step 4	\$49,819	\$48,613
Step 5	\$50,525	\$49,176
Step 6	\$51,611	\$49,602

* There shall be a probationary rate in effect for the first six months of employment which shall be \$600 less than Step 1.

** Employees hired before January 1 will move a step the next July 1. Employees hired after January 1 will move a step the July 1 of the following year.