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AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**COPIAGUE UNION FREE
SCHOOL DISTRICT**

and
**CSEA Local 1000 AFSCME,
AFL-CIO**

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Copiague UFSD Supervisory Services Unit #8310-03
Suffolk County Educational Local 870

July 1, 2008 - June 30, 2013

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ARTICLE 5
PROMOTIONS/WORK ASSIGNMENTS

A. **Promotions:** Employees covered by this Agreement shall be given first consideration for vacancies that become available within the unit, provided they meet Civil Service qualifications for the positions for which they are applying.

B. **Work Assignments:** For employees covered by this Agreement who express interest in changing assignments or starting times when a vacancy becomes available within their current Civil Service title, seniority will be taken into consideration, but will not be the sole determining factor. Other factors such as prior job performance, attendance, leadership qualities, and special skills or training will also be considered. The judgment of the Superintendent of Schools will be conclusive in this regard.

ARTICLE 6
UNION SECURITY

No present or future employees in the Supervisory Services Union shall be compelled to join any Union.

Upon receipt of written authorization from present employees, the Employer will deduct from the wages of such employees an amount designated by the Union for membership dues in the Union and remit same to the Union at such time or times as are mutually agreed upon.

ARTICLE 7
ACCESS TO PREMISES

A duly authorized representative of the Union shall be permitted to visit any property of the Employer during normal working hours for the purpose of conferring with representatives of the Employer and with employees, provided that same does not interfere with normal operations and work schedules. However, such representative must upon entering school property first report to the office of the building principal. The representative must sign in, state the official business and sign out upon leaving.

ARTICLE 8
HOURS OF WORK

A. The normal work week, Monday through Friday, shall be forty (40) hours, eight (8) hours per day. Every hour or fraction thereof worked in excess of 40 hours per week or 8 hours per day shall be paid for in an amount equivalent to one and one-half of the applicable prorated hourly wage.

B. All overtime in the District will be on a rotating seniority basis. Employees will be awarded overtime according to their seniority standing in the District. Once overtime has been awarded, the employee will not receive overtime until every employee on the list has either refused or the list has been exhausted. This makes all employees eligible for overtime again. Those employees that refuse overtime must sign an Overtime Rejection Form, indicating their refusal and

that reinstatement to the overtime list would require a letter to the Business Office stating their desire for reinstatement. They will then be put in their proper place on the seniority list one (1) week after their written statement has been received by the Business Office.

C. An employee's shift may be changed by the employer at its discretion for a period not to exceed two hours and an employee affected by such change shall be paid at the regular hourly rate.

The employer shall also have the right to make a shift change for any period of time provided said change is made on a permanent basis.

ARTICLE 9
RECALL

A. In the event an employee is recalled from home to report to work at times either prior to or after his regularly scheduled hours, the employee shall be paid time and one-half for all recall work and shall be guaranteed a minimum of two (2) hours work time.

B. In the event an employee is recalled from home to report to work on those certain holidays on which the employee is not scheduled to work and which are specified below, the employee shall be paid double for all recall work:

Independence Day	Day before Christmas	New Year's Day
Labor Day	Christmas Day	Memorial Day
Thanksgiving Day		

ARTICLE 10
SNOW REMOVAL

Snow removal is a necessary part of custodial work. Such services must be performed by the employees as and when required as part of their basic salaries.

ARTICLE 11
HOLIDAYS

A. Subject to Section B of this Article 10, employees will have the following holidays:

Independence Day	Thanksgiving Day	Martin Luther King, Jr. Day
Labor Day	Day after Thanksgiving	Lincoln's Birthday
Rosh Hashanah (1)	Day before Christmas	Washington's Birthday
Yom Kippur	Christmas Day	Good Friday
Columbus Day	New Year's Day	Memorial Day
Veterans' Day		

B. When any of the above holidays fall on a Sunday, it shall be observed and granted on the following Monday, and when any of the above holidays fall on a Saturday, it shall be observed and granted on the previous Friday; provided, however, that if school is in session on such Friday or

Monday, such holiday shall be added to vacation leave or be granted as soon thereafter as possible.

ARTICLE 12
SICK LEAVES & OTHER LEAVES OF ABSENCE

A. **Sick Days:** Employees may be absent for reasons of illness for up to thirteen (13) days in any school fiscal year without loss of pay. The accumulated number of sick days is unlimited, except that for employees hired after January 16, 2001, the accumulated number of unused sick days shall not exceed one hundred eighty (180) days.

B. **Personal Days:** An employee may be absent for personal reasons, other than sickness, for not more than five (5) days in any school year. Any such personal days taken by the employee shall be deducted from the thirteen allowable sick days.

The Board of Education and the employees have mutually agreed to a continuation of the removal of existing restrictions on the personal day policy for one year. It is the Association's contention that employees would use personal days with discretion and would not use these days consecutively whenever possible.

The Board of Education will review the use of personal days for the 2008-2013 school years with the Association. The Board of Education may reinstate the restrictions contained in the 1968-70 contract. This reinstatement is not negotiable.

C. **Extended Sick Leave at Full Pay:** In the event an employee suffers a continuous illness or extended disability which prohibits his working for a period in excess of his accumulated sick day allowance, he shall be entitled to an additional twenty (20) days absence without loss of pay. A request in writing, supported by a M.D. certificate indicating the nature of illness and/or disability and the probable date of return to duty, shall be presented. A medical examination performed by the School Physician may be required if the Superintendent of Schools deems it necessary. Any employee taking advantage of this extended sick leave allowance must replace the number of days used by him in the following manner:

1. At the end of each school fiscal year, the number of unused sick days remaining will not accumulate but will be used to replace the number of days used for extended sick leave purposes as herein provided. The Board of Education shall require the repayment of sick leave days used under the extended sick leave privilege as follows:

The first year after the use of extended sick leave privilege a repayment of not less than four (4) days must be made. An automatic salary deduction shall be made for any of the required repayment days not repaid from accumulated sick days. Such repayment is to be based on the salary in the year of illness. The same policy shall be in effect for the second, third and fourth year. All days used under this extended sick leave policy must be repaid by the end of the fifth year. Under no circumstances may sick leave days be borrowed from future accumulation of sick days to satisfy obligations under this policy.

2. If the employee leaves the District before all of the days used in the extended sick

leave, as aforesaid, are replaced, the Board shall deduct from the employee's pay vouchers a sum equal to the employee's regular salary for the days not so replaced as aforesaid. In the event the sum owed is not fully recouped by the District from the employee's pay vouchers, the employee shall be responsible to repay the District directly the monies owed hereunder.

D. Extended Sick Leave at Two-Thirds Pay: In the event an employee suffers a continuous illness or extended disability prohibiting his return to duty after the expiration of his sick days, accumulated sick days, and extended sick leave of twenty (20) days, as herein provided, he shall nevertheless be entitled to receive two-thirds of his pay for a number of such additional days as he may be absent, depending upon his length of service within the District as hereinafter provided:

Years of Service	Number of Days Entitled at Two-Thirds Pay	Years of Service	Number of Days Entitled at Two-Thirds Pay
3 or less	0	8	40
4	15	9	45
5	25	10	50
6	30	11	55
7	35	12 or more	60

Any employee taking advantage of this extended sick leave at two-thirds pay must replace the full number of days (1-60 days) thereof used by the employee. The employee may replace the number of days thereof used in the following manner:

1. At the end of each school fiscal year, the number of unused sick days remaining will not accumulate but will be used to replace the number of days used for extended sick leave purposes as herein provided. The Board of Education shall require the repayment of sick leave days used under the extended sick leave privilege as follows:

The first year after the use of the extended sick leave privilege, a repayment of not less than six (6) days must be made. An automatic salary deduction shall be made for any of the required repayment days not repaid from accumulated sick days. Such repayment to be based on the salary in the year of illness. The same policy shall be in effect for each of the subsequent years after the use of extended sick leave until the days are all paid back in full. Under no circumstances may sick leave days be borrowed from future accumulation of sick days to satisfy obligations under this policy.

2. If the full-time employee leaves the District before all of the days used in the extended sick leave, as aforesaid, are replaced, the Board shall deduct from the employee's pay vouchers a sum equal to the employee's regular salary for the days not so replaced as aforesaid. In the event the sum owed is not fully recouped by the District from the employee's pay vouchers, the employee shall be responsible to repay the District directly the monies owed hereunder.

E. Employees who take advantage of the extended sick leave provisions under C and D of the Sick Leave Policy, requiring the repayment of borrowed sick days, shall not be entitled to the benefit of such extended sick leave again until all the borrowed days have been repaid.

ARTICLE 13
INSURANCE

A. The Board of Education will provide at no cost to the enrolled employee the New York State Health Insurance Plan presently in force in the school district. The District has the right to change insurance carrier provided the consent of the Union is obtained. New hires shall contribute fifteen (15%) percent of the individual and family premium cost of health insurance.

Waiver: Full-time unit members who are enrolled participants in the District's health insurance plan as of May 10, 1996 may opt to waive participation in said plan by submission of a waiver of coverage, in a form designated by the District, on or before June 15 of the previous school year. The unit member shall be paid on an annual basis the sum of \$1500 for family coverage or \$750 for individual coverage. Said payment, or prorata amount if the unit member does not exercise the option for the full year, shall be made in the last payroll in June, to the extent practical. No other unit members, including new hires, shall be eligible for this waiver option.

B. The Board of Education will provide a \$25,000 Life Insurance Policy upon execution of this Agreement for each full-time employee covered by this contract. Once the unit member reaches the age of 70, the face value of the life insurance shall be reduced in accordance with the carrier's rules and procedures. There will be a thirty-five (35%) percent reduction in the face value of the policy for persons who attain the age of 70 and an additional thirty-five (35%) percent reduction for persons who attain the age of 75.

C. Effective July 1, 2008, the District shall provide a sum annually not to exceed \$450 per employee covered under this Agreement for a dental insurance plan covering the individual employee only. Effective July 1, 2009, the annual District contribution shall increase to \$500. Effective July 1, 2010, the annual District contribution shall increase to \$550. Effective July 1, 2011, the annual District contribution shall increase to \$600. Effective July 1, 2012, the annual District contribution shall increase to \$650.

The Supervisory Services Unit, as a whole, may elect to participate in the CSEA-EBF Dutchess County Family Plan for dental coverage provided the Unit President notifies the District of the Unit's election to do so. The District's annual contribution to the CSEA-EBF Dutchess County Family Plan shall not exceed the contribution as outlined in the preceding paragraph, or applicable prorated amount if the Unit enrolls after July 1 of the contract year. The District has the right to change insurance carriers as long as the benefits are similar.

D. The Board of Education shall provide at no cost to the enrolled employee, a Long Term Disability Insurance Policy. The plan so provided shall be selected by the Board of Education and shall provide that the Board may require an otherwise eligible employee to apply for benefits thereunder.

ARTICLE 14
UNIFORMS

Employees may be required by the Superintendent of Schools to wear work uniforms at all times when they are on duty. In the event the Superintendent of Schools requires employees to wear such uniforms, the school district shall provide appropriate summer weight and winter weight

uniforms. The selection of the required uniforms shall be made by the Superintendent of Buildings and Grounds after consultation with the Union President.

ARTICLE 15
IDENTIFICATION TAGS

Unless alternate identification is provided and required by the District, all unit members shall be required to wear one district-issued identification tag at all times while on duty; the tag to be determined by the District.

ARTICLE 16
VACATIONS

A. Employees will receive one (1) week paid vacation after six (6) months of employment. Such employee shall receive one (1) additional week paid vacation after one full year of employment. Such employee shall receive two (2) weeks paid vacation per year thereafter until the completion of five (5) full years of service.

B. New employees with ten (10) or more months of service in the school district will receive two (2) weeks paid vacation at the end of the school year.

C. Employees will receive three (3) weeks paid vacation per year after five (5) full years of service. Employees shall receive three (3) weeks plus one (1) day paid vacation per year after six (6) full years of service. Employees shall receive three (3) weeks plus two (2) days paid vacation per year after seven (7) full years of service. Employees shall receive three (3) weeks plus three (3) days paid vacation per year after eight (8) full years of service. Employees shall receive three (3) weeks plus four (4) days per year after nine (9) full years of service. Employees shall receive four (4) weeks paid vacation per year after ten (10) full years of service. This schedule will not affect any employee currently receiving four weeks paid vacation.

ARTICLE 17
DEATH IN THE FAMILY

In the event of a death in the immediate family, an employee is allowed a maximum of five (5) days absence. These days are in addition to the sick leave policy and are not deducted from accumulated days. The immediate family includes the employee's spouse, children, mother and father, sister and brother. A substitute parent shall be considered a member of the immediate family if the employee has lived with this person for twelve (12) consecutive months. In the event of a death of a relation, an employee is allowed a maximum of three (3) days absence and these days are in addition to sick leave and are not deducted from accumulated days. Relations are defined as employee's mother-in-law, father-in-law, grandparents and grandchildren.

FORMAL STATE

- First Level** The employee shall present the grievance in writing to the Plant Facilities Administrator. A meeting with the aggrieved, immediate supervisor, Plant Facilities Administrator, and representative of the aggrieved shall be held. Failure to resolve the grievance at this level will result in proceeding to Level Two.
- Second Level** Within five (5) school days of the latter meeting, the aggrieved shall submit the grievance in writing to the Personnel Administrator. Within five (5) school days, the Personnel Administrator will hold a meeting with the aggrieved and anyone the aggrieved requests to represent him.
- Third Level** Within five (5) school days of the completion of the discussions at the Second Level, the aggrieved shall submit the grievance in writing to the Superintendent of Schools. The Superintendent of Schools shall hold a meeting within five (5) school days with the Personnel Administrator, the representative of the aggrieved, and the aggrieved.
- Fourth Level** Within five (5) school days of the completion of the discussions at the Third Level, the aggrieved shall submit in writing, through the Superintendent of Schools, a request for a meeting with the Board of Education and the Superintendent of Schools. The Board of Education shall call such a meeting within fifteen (15) school days of the receipt of such request by the Superintendent of Schools and shall reach a decision within fifteen (15) school days of the first meeting. The aggrieved and the representative of the aggrieved shall be present.
- Fifth Level** In the event the grievance is not resolved, the dispute shall be submitted through final and binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. In such case, the cost of such arbitration shall be borne equally between the parties to the dispute.

A grievance will be deemed to have been waived unless presented within thirty (30) school days after the event or events on which the grievance is based is known or reasonably should have been known by the aggrieved party.

ARTICLE 27 MISCELLANEOUS

A. This Agreement sets forth the entire agreement between the parties and the same shall not be changed, altered or modified except by written instrument signed by both parties.

B. Pursuant to the provisions of subdivision 3(b) of Section 207 of the Civil Service Law, the Civil Service Employees Association, Inc. hereby affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

C. In the event any part of this Agreement is determined to be unenforceable as being contrary to law, the remainder of this Agreement shall survive and continue in effect. Copies of this contract will be made available by the Board of Education and a copy distributed to each employee now employed or hereafter employed by the school district.

D. The Association shall notify the Board of Education at least six (6) months prior to the expiration of this contract of its intention to negotiate for a new contract and negotiations shall commence within two weeks thereafter.

E. 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.

COPIAGUE UNION FREE SCHOOL DISTRICT

By: Charles G. Fung
Superintendent of Schools

Beany E. [Signature]
President, Board of Education

SUPERVISORY SERVICES UNIT

By: Michael J. Magraro
President
CSEA Inc., Local 1000 AFSCME AFL-CIO

Joni Saucio
CSEA Labor Relations Specialist

EXHIBIT A
2008-2009 Salary Placement Chart

<u>Step</u>	<u>Head Custodian</u>	<u>Chief Custodian - MS</u>	<u>Chief Custodian - HS</u>
1	50,123	55,033	56,930
2	51,970	56,539	58,489
3	53,817	58,046	60,048
4	55,664	59,553	61,607
5	57,511	61,061	63,165
6	59,358	62,566	64,724
7	61,208	64,099	66,268
8	63,057	65,631	67,811
9	64,907	67,164	69,355
10	66,756	68,697	70,898
11	68,091	70,071	72,316

EXHIBIT B
2009-2010 Salary Placement Chart

<u>Step</u>	<u>Head Custodian</u>	<u>Chief Custodian - MS</u>	<u>Chief Custodian - HS</u>
1	51,752	56,821	58,780
2	53,659	58,377	60,390
3	55,566	59,933	62,000
4	57,473	61,488	63,609
5	59,380	63,045	65,218
6	61,287	64,600	66,828
7	63,197	66,183	68,421
8	65,106	67,764	70,015
9	67,016	69,347	71,609
10	68,925	70,930	73,202
11	70,304	72,349	74,666
12	71,710	73,796	76,160

EXHIBIT C
2010-2011 Salary Placement Chart

<u>Step</u>	<u>Head Custodian</u>	<u>Chief Custodian - MS</u>	<u>Chief Custodian - HS</u>
1	53,434	58,668	60,691
2	55,403	60,274	62,353
3	57,372	61,880	64,015
4	59,341	63,487	65,676
5	61,310	65,094	67,337
6	63,278	66,699	69,000
7	65,251	68,334	70,645
8	67,222	69,967	72,290
9	69,194	71,601	73,936
10	71,165	73,235	75,581
11	72,589	74,700	77,093
12	74,041	76,194	78,635
13	75,521	77,718	80,208

EXHIBIT D
2011-2012 Salary Placement Chart

<u>Step</u>	<u>Head Custodian</u>	<u>Chief Custodian - MS</u>	<u>Chief Custodian - HS</u>
1	55,037	60,428	62,511
2	57,065	62,082	64,223
3	59,093	63,737	65,935
4	61,121	65,391	67,646
5	63,149	67,047	69,357
6	65,177	68,700	71,070
7	67,208	70,384	72,764
8	69,239	72,066	74,459
9	71,270	73,749	76,154
10	73,300	75,432	77,849
11	74,766	76,941	79,406
12	76,262	78,480	80,994
13	77,787	80,049	82,614
14	79,343	81,650	84,266

EXHIBIT E
2012-2013 Salary Placement Chart

<u>Step</u>	<u>Head Custodian</u>	<u>Chief Custodian - MS</u>	<u>Chief Custodian - HS</u>
1	56,688	62,241	64,387
2	58,777	63,945	66,150
3	60,866	65,649	67,914
4	62,954	67,353	69,676
5	65,043	69,058	71,438
6	67,132	70,761	73,202
7	69,225	72,495	74,947
8	71,316	74,228	76,693
9	73,408	75,961	78,439
10	75,499	77,695	80,184
11	77,009	79,249	81,788
12	78,550	80,834	83,424
13	80,121	82,451	85,092
14	81,723	84,100	86,794
15	83,358	85,782	88,530