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#### Contract Database Metadata Elements

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Union: **Middle Country School District Buildings and Grounds Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000 & 870**

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Middle Country Csd And Csea Local  
870 (Bldg & Grounds Unit)

SD  
BC 1

# AGREEMENT

by and between the

MIDDLE COUNTRY  
CENTRAL SCHOOL DISTRICT

and the

MIDDLE COUNTRY SCHOOL DISTRICT  
BUILDINGS AND GROUNDS UNIT,  
CSEA INC., LOCAL 1000,  
AFSCME, AFL-CIO,  
A UNIT OF LOCAL 870

July 1, 2001 - June 30, 2006

**RECEIVED**

DEC 08 2003

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

100

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This Agreement entered into by the Middle Country Central School District (hereinafter referred to as the Employer or District) and Middle Country School District Buildings and Grounds Unit 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 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 OF INTENT

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

#### WORK RULES

2. The District agrees that the provisions of this agreement shall supersede any work rule which may be in conflict with this agreement.

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.

#### RECOGNITION

3. The Employer recognizes the Association as the sole and exclusive representative of all employees denoted in paragraph number 4 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.
4. All employees listed in Appendix "A" shall be a part of and included in the bargaining unit.

## UNION SECURITY

### Checkoff of Union Dues

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

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

### Agency Fee

7. 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

8. 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

9. 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 committee meetings.

### HOURS OF WORK

#### Regular Hours, Workday

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

12. The normal workweek shall be Monday through Friday, with the exception of the Custodial C shift, which will be from 11:00 P.M. Monday to 7:00 A.M. Saturday for employees hired prior to July 1, 1984. Members of the unit hired on or after July 1, 1984 and volunteers may work other than a Monday through Friday workweek.

#### Work Shift

13. The regular work shift shall consist of eight (8) hours which shall include a paid lunch period of thirty (30) minutes. Certain divisions may be allowed a one-hour unpaid lunch period which shall not be counted in the eight (8) hour work shift upon mutual agreement of the Association and the Employer.

#### Work Schedule

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

15. Work schedules showing the employees' shifts, workdays and hours shall be posted on a department or building basis as appropriate.

#### Rest Periods

16. 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

17. Members of the Union shall be entitled to fifteen (15) paid holidays per year when school is not in session which shall include Independence and Labor Days. The remainder of the days shall be mutually agreed upon by the parties. Discussions as to what the remaining holidays shall be shall take place in September.

### Eligibility Requirements

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

19. 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/her last scheduled workday prior to the holiday, unless he/she is excused by the Employer and also works the first scheduled day after the holiday.

## HOLIDAY PAY

20. Eligible employees shall be paid one (1) day's pay for each of the holidays listed. Eligible employees who work on any of the listed holidays shall receive two times their regular rate of pay.

## VACATION SCHEDULE

### District-wide Vacation

21. Full-time year-round personnel shall accrue vacations according to the following schedule. However, the first two weeks of such vacation must be taken at the time of the District-wide shutdown, except that the District shall be allowed to assign a skeleton staff of employees during such period.

In the event a shutdown is mandated by the State or Federal government, the parties shall meet and negotiate the impact of such mandate.

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

### Vacation Accrual Schedule by Year of Days Earned per Month

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

### Choice of Vacation

22. Only full-time year-round employees shall be entitled to vacation benefits. Vacation periods shall be taken each year.

The Employer shall post the vacation schedule for those employees entitled to vacation beyond the shutdown, and selections shall be made on the basis of job-title seniority. Members of the unit assigned to a building shall make selections based on their job-title seniority within the building. Employees must give thirty (30) days advance notice in writing of selection of vacation beyond the shutdown.

Changes in the scheduling of vacation 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 the Employer.

### Vacation Rights

24. Any employee who is laid off, retired or 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 24 above shall be made to the employee's estate.

### Workers' Compensation

26. 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 pro-rated basis for monies received from a compensation case.

## LEAVES OF ABSENCE

### Eligibility Requirements

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



## Application for Leaves

28. Any request for a leave of absence shall be submitted in writing on the appropriate District form by the employee to his/her Supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
29. Authorization for a leave of absence shall be furnished to the employee in writing.
30. 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.
31. A request for an emergency leave of absence, not exceeding one (1) month, shall be answered by the administration as soon as possible.

## PAID LEAVE

### Bereavement Leave

32. 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.

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

### Sick Leave and Personal Leave

34. 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, three (3) 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 five (5) working 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.

In emergency situations, the five (5) working 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 \$55.00 per day. The maximum payable under this formula shall be \$440.00. 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. 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.

35. Upon request of the administration, a doctor's certificate shall be furnished by the employee 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.

36. 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.

#### Extended Sick Leave

37. 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 any 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,<sup>1</sup> 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.

#### Jury Duty

38. 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 on jury duty.

#### UNPAID LEAVES

##### Reasonable Purpose

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

##### Education Leave

40. 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.

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<sup>1</sup> For the purpose of this subdivision, the words "a minimum of twenty-five (25) calendar days" as set forth in 37 (A) and (C) above shall be replaced with "more than ten (10) calendar days but less than twenty-five (25) calendar days."

## WAGES

41. Effective July 1, 2001 – Each step of the salary schedule in effect as of June 30, 2001 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, 2001.

Effective July 1, 2002 – Each step of the salary schedule in effect as of June 30, 2002 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, 2002.

Effective July 1, 2003 – Each step of the salary schedule in effect as of June 30, 2003 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, 2003.

Effective July 1, 2004 – Each step of the salary schedule in effect as of June 30, 2004 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, 2004.

Effective July 1, 2005 – Each step of the salary schedule in effect as of June 30, 2005 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, 2005.

Employees shall be paid according to the attached Appendix "A".

### Pay Period

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

### Shift Differentials

43. In addition to the established wage rates, the Employer shall pay an hourly premium of \$ .50 to employees for hours worked beyond 3:00 p.m., provided the employees work four (4) or more hours during that shift.

### Longevity Service Pay

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

### Years of Service

10	\$200
13	225
18	325
20	375

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

45. Part-time employees who work more than twenty (20) hours per week and earn a minimum of \$5,000 per year shall be entitled to pro-rated benefits during the term of the contract.

### 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.

### Reclassification

47. Those two members of the unit receiving an additional \$200 as groundsman serving as heavy equipment operators shall continue to receive the \$200 until they change title or leave the District. No other employees shall receive this stipend.

## INSURANCE

### Life Insurance

48. 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 shall not exceed \$45 per year.

### Dental Insurance

49. The District shall contribute for the 2001-02 school year up to a maximum of \$412.08 for each participating member of the unit toward the CSEA Sunshine Dental Plan. The maximum annual contribution rate shall be increased to \$414.36 effective July 1, 2002, and the maximum annual contribution rate shall be increased to \$416.76 effective July 1, 2003. The District will, for the 2004-05 school year, increase its annual contribution toward the dental plan for the year for each participant by no more than \$2.40 over that contributed by the District for 2003-2004. The District will, for the 2005-2006 school year, increase its annual contribution toward the dental plan for that year for each participant by no more than \$2.40 over that contributed by the District for 2004-2005.

## Health Insurance

50. The following Health Insurance plans are the "base" plans:

**EMPIRE UNITED HEALTHCARE** (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.

All unit employees who choose to enroll in a "base" plan will contribute five (5%) percent 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 will contribute five (5%) percent of the premiums of their former "base" plan. In addition such unit members shall pay one hundred (100%) percent of the difference in premiums between their former "base" plan and their voluntary 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 are less than those of their former "base" plan will contribute five (5%) percent of the premiums of the 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 will contribute five (5%) percent of the premiums of the voluntary plan. In addition, such unit members shall pay one hundred (100%) percent 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 those of the most expensive applicable "base" plan will contribute five (5%) percent 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.

The term "applicable" shall mean the appropriate corresponding level of coverage, either individual or family, for which the unit member is eligible.

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

51. The Employer shall provide the 75-i retirement plan for all qualified unit members who are members of the New York State Retirement System.

### Terminal Allowance

52. 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 one hundred eighty (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

53. 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.

54. Overtime pay shall be paid at one-and-one-half (1-1/2) times the regular hourly rate of the employee performing the overtime.

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 (Buildings and Grounds) 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.

### Distribution

58. Overtime shall be divided as equitably as possible among all employees of a job classification unless such overtime work requires special skill or job classification which does not lend itself to equitable treatment of all employees in that division.

59. Rotation of overtime hours shall be established by a list and conspicuously posted by all departments. Refusal to work overtime shall automatically place the employee refusing overtime at the bottom of the list.

60. Overtime work shall be offered on a seniority list basis. There shall be no discrimination against any employee who declines to work overtime. When the list is exhausted, and no one has offered to perform the duty, the person on top of the list must perform the overtime work. This provision shall require the supervisor to make a reasonable effort to contact unit members to offer overtime.

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

### Call-in Time

62. Full-time 12-month employees who are called in to work after ending or before starting their regularly scheduled shift 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.

### SENIORITY

63. 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

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

### Seniority Lists

65. Every twelve (12) months, the Employer shall supply the Association seniority lists showing the continuous services of each employee. Such list 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

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

### Job Title (Classification) Seniority

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

### Building Seniority

68. Shall commence at the date of first workday in a building and continues only if the employee continuously works within the building in his job title.

69. Building seniority shall only be applied for selection of vacation, shifts and choice of job assignments in the building.

## Division Seniority

70. 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

71. When a promotional vacancy<sup>2</sup> exists, 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 School 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. Among the factors to be considered in making a promotional appointment are the employee-bidder's qualifications, education, experience, and seniority, although no single factor shall be controlling. The employee-bidder selected by the District shall be assigned the opening and moved to the job, and shall be given a trial period of up to sixty (60) workdays in which to demonstrate the ability to satisfactorily meet the standards and perform the duties of the job. After sixty (60) days in the new position, an employee shall lose all previous building seniority, however, involuntary transfers shall hold their previous building seniority for one year.

(c) In the event that the successful bidder is deemed unsatisfactory, or if he/she elects to reject the job during the first twenty (20) workdays after assignment, he/she shall be restored to the job from which he had originally bid and shall retain all seniority rights held under such job. Employees so promoted shall remain in that position if judged capable by that divisional supervisor.

### Temporary Assignments

72. 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 his 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.

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<sup>2</sup>Promotional vacancies do not include Custodial Worker, Custodial Worker II, Head Grounds Person, Driver/Messenger or Grounds Person.

### Layoff

73. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off by title. Layoffs shall be made based on the inverse order of their seniority in the District. In the event the Employer plans to lay off employees for any reason, the Employer shall meet with the Association to review such anticipated layoff at least thirty (30) days prior to such layoff.

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

75. Employees to be laid off will have at least fourteen (14) calendar days notice of layoff.

76. Employees who have been laid off shall be entitled to fill other vacancies in the District at the time of their layoff, provided they are qualified for the position. Employees shall be deemed qualified only if they have formerly held the position in the District in the past.

### Demotions

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

78. Demotions shall be made for just cause or in the exercise of the management's rights provision contained elsewhere in this contract.

### Recall

79. Employees shall be recalled from layoff in reverse order of their layoff.

80. When the working force is increased after a layoff, employees will be recalled according to title seniority. Notice of recall shall be sent to the employee at his/her last known address by registered mail. If any employee fails to report to work within three (3) days from the date of mailing of notice of recall, he/she shall be considered as resigning his/her position. Recall rights for an employee shall expire one (1) year from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his/her last known address by registered or certified mail.

81. No new employees shall be hired to fill reinstated positions until all employees on layoff status desiring to return to work have been recalled.

### Transfers

82. The Employer reserves the right to transfer employees according to the needs of the district, subject to the job classification seniority rights of the employee.

83. Employees desiring a transfer shall have the right to request a transfer on the appropriate form when positions are vacated or created. All requests for transfers are subject to the Employer's approval. Among the factors to be considered in making a transfer are the employee-bidder's qualifications, education, experience and seniority, although no single factor shall be controlling.

84. In cases of involuntary job transfers, the person with the least job title seniority in the building, if assigned to a building, will be picked for transfer unless there is a reason to transfer another individual based on the needs of the District.

#### Shift Preference

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

#### SAVINGS CLAUSE

86. 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 directly specified in the decision.

#### DISCIPLINE AND DISCHARGE

87. All employees covered under this agreement who have been within the unit prior to December 1, 2001, and have three or more years of service shall be afforded procedures identical to those applicable to employees covered by Section 75 of the Civil Service Law in all matters involving discipline and discharge. Employees with less than three years of service, as of December 1, 2001, and all subsequent hires, shall be entitled to a conference with the Superintendent or his/her designee, the employee's immediate supervisor and a union representative prior to any suspension or discharge for just cause. Alleged violations of the provision shall be subject to the grievance procedure.

88. 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.

89. The disciplined employee, upon request, will be allowed to discuss his/her 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.

90. The employee shall have the right to be represented by the Association in case of a formal discipline or discharge hearing.

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

## SETTLEMENTS OF DISPUTES

### Grievances

92. 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 still 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 resolve of the Department Head is due. The Board of Education shall respond in writing to the Association Steward or other representative within five (5) 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 representatives 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

93. 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.
94. 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.
95. No arbitrator shall have any power to amend, modify or delete any provisions of this agreement.
96. The expenses for the Arbitrator's services and the filing fees, if any, shall be shared by the District and the Association. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

### Processing Grievances During Working Hours

97. 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.
98. Time limits contained herein may be extended by mutual agreement in writing.

### STRIKES

99. No strike of any kind shall be caused or sanctioned by the Association.

### INCCREMENT WEATHER AND EMERGENCY POLICY

100. All personnel will report to work when schools are closed due to inclement weather.
101. All sick leave policy and administrative regulations relating to it are in effect during emergency school closings due to inclement weather.
102. All personnel who are required to work during emergency school closings but are experiencing transportation difficulty due to impassible roads, and are essential to the operation and protection of the District, are to call their supervisor and report the conditions which prevent them for reporting. If possible, a District vehicle will be sent to pick up all personnel whose services, in the opinion of the Superintendent or his/her 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

### Uniform Allowance

103. Members of the bargaining unit who work for four (4) hours or more shall receive two (2) uniforms per year purchased by the District prior to September 1st.

104. Foul weather gear shall be made available in certain buildings as distributed by the Chiefs and Heads.

105. Grounds employees only shall be provided with the following uniforms:

a. Winter jacket to be provided for the 1994-95 school year and every three (3) years thereafter, e.g. for the 1997-98 school year.

b. A pair of steel-toed workshoes to be selected by the District each year.

c. Employees may elect to receive two (2) long sleeve shirts each year instead of the two (2) short sleeve shirts presently provided by the District.

### Disabled Employees in Jobs Dangerous to Health

106. 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 position 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

107. 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 \$300.00.

### Assignment Outside of Workday

108. 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.



### Labor-Management Committee

109. There shall be a Labor-Management Committee that will meet monthly to consider mutual problems regarding terms and conditions of employment. The party requesting the meeting shall submit an agenda to the other party at least five (5) workdays in advance of the meeting. The monthly meeting may be cancelled by mutual agreement of the parties.

### Medical Tests

110. All employees who are required by the District, N.Y.S. Education Department, or other Department, or by local or state law to have regular tests conducted by a medical doctor or special tests ordered by the school doctor in order to continue working, shall be compensated for any cost of the test less any amount reimbursable under the applicable insurance coverage.

### TERMINATION AND MODIFICATION

111. This agreement shall be effective as of the first day of July, 2001 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.

112. 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.

### SUBCONTRACTING

113. During the term of this Agreement, the District may subcontract bargaining unit work, provided the subcontract does not result in the layoff of a member of the bargaining unit hired prior to July 1, 1981.

If subcontracting is pursued in a particular building, the District may make the necessary transfers from the affected buildings regardless of any other section in this Agreement. Under such conditions, however, the transferred employee shall be transferred but shall retain his/her shift, provided he/she is not the least senior employee within the classification. Where necessary, the employee may bump a less senior employee to another shift within the building to which he/she is transferred.

MIDDLE COUNTRY SCHOOL  
DISTRICT BUILDINGS AND  
GROUNDS UNIT CSEA, INC.  
LOCAL 1000, AFSCME,  
AFL-CIO, A UNIT OF LOCAL 870

Robert W. Hecker 10/14/02  
(Date)  
President

MIDDLE COUNTRY CENTRAL  
SCHOOL DISTRICT

Connie Lorthridge 10/29/02  
(Date)  
Connie Lorthridge, Ed. D.  
Superintendent of Schools

CSEA, INC. LOCAL 1000

Toni Soucie 10/3/02  
(Date)  
Toni Soucie  
Labor Relations Specialist

**Middle Country Central School District  
Buildings & Grounds Unit  
Appendix A**

**2002-2003**

	<b>Step 1*</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>Custodial Worker **</b>	\$ 28,321	\$ 34,101	\$ 34,799	\$ 35,267	\$ 35,734	\$ 36,087
<b>Driver Messenger**</b>						
<b>Custodial Worker II**</b>						
<b>Groundsperson**</b>	\$ 30,188	\$ 35,855	\$ 36,428	\$ 36,789	\$ 37,133	\$ 37,486
<b>Head Groundsperson**/***</b>	\$ 31,705	\$ 37,372	\$ 37,946	\$ 38,306	\$ 38,650	\$ 39,003
<b>Custodial Worker III**</b>	\$ 30,886	\$ 36,552	\$ 37,133	\$ 37,486	\$ 37,830	\$ 38,185

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

\*\*\* Grounds Foreman receives an annual off-step stipend of \$600.

**Middle Country Central School District  
Buildings & Grounds Unit  
Appendix A**

	2003-2004					
	<u>Step 1*</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<b>Custodial Worker **</b>	\$ 29,312	\$ 35,295	\$ 36,017	\$ 36,501	\$ 36,985	\$ 37,350
<b>Driver Messenger**</b>						
<b>Custodial Worker II**</b>						
<b>Groundsperson**</b>	\$ 31,245	\$ 37,110	\$ 37,703	\$ 38,077	\$ 38,433	\$ 38,798
<b>Head Groundsperson**/***</b>	\$ 32,815	\$ 38,680	\$ 39,274	\$ 39,647	\$ 40,003	\$ 40,368
<b>Custodial Worker III**</b>	\$ 31,967	\$ 37,832	\$ 38,433	\$ 38,798	\$ 39,154	\$ 39,521

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

\*\*\* Grounds Foreman receives an annual off-step stipend of \$600.

**Middle Country Central School District  
Buildings & Grounds Unit  
Appendix A**

	2004-2005					
	<u>Step 1*</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<b>Custodial Worker **</b>	\$ 30,338	\$ 36,530	\$ 37,277	\$ 37,779	\$ 38,279	\$ 38,658
<b>Driver Messenger**</b>						
<b>Custodial Worker II**</b>						
<b>Groundsperson**</b>	\$ 32,338	\$ 38,409	\$ 39,023	\$ 39,409	\$ 39,778	\$ 40,156
<b>Head Groundsperson**/**</b>	\$ 33,963	\$ 40,034	\$ 40,649	\$ 41,034	\$ 41,403	\$ 41,781
<b>Custodial Worker III**</b>	\$ 33,085	\$ 39,156	\$ 39,778	\$ 40,156	\$ 40,525	\$ 40,905

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

\*\*\* Grounds Foreman receives an annual off-step stipend of \$600.

**Middle Country Central School District  
Buildings & Grounds Unit  
Appendix A**

	2005-2006					
	<u>Step 1*</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<b>Custodial Worker **</b>	\$ 31,400	\$ 37,809	\$ 38,582	\$ 39,101	\$ 39,619	\$ 40,011
<b>Driver Messenger**</b>						
<b>Custodial Worker II**</b>						
<b>Groundsperson**</b>	\$ 33,470	\$ 39,753	\$ 40,388	\$ 40,789	\$ 41,170	\$ 41,562
<b>Head Groundsperson**/**</b>	\$ 35,152	\$ 41,435	\$ 42,071	\$ 42,470	\$ 42,852	\$ 43,244
<b>Custodial Worker III**</b>	\$ 34,243	\$ 40,526	\$ 41,170	\$ 41,562	\$ 41,943	\$ 42,336

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

\*\*\* Grounds Foreman receives an annual off-step stipend of \$600.