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Contract Database Metadata Elements

Title: **East Moriches Union Free School District and Non-Instructional Employees of East Moriches School Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Suffolk County Educational Local 870 (2003)**

Employer Name: **East Moriches Union Free School District**

Union: **Non-Instructional Employees of East Moriches School Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, 870**

Effective Date: **07/01/03**

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

PERB ID Number: **4926**

Unit Size: **15**

Number of Pages: **14**

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4926_06302006

East Moriches Ufsd And Csea Local
870 (Non-Instructional Unit)

AGREEMENT

by and between the

BOARD OF EDUCATION

of the

**EAST MORICHES UNION FREE
SCHOOL DISTRICT**

and

**CSEA, Local 1000 AFSCME
AFL CIO**

CSEA

**Non-Instructional Employees of East Moriches School Unit
Suffolk County Educational Local 870**

July 1, 2003 – June 30, 2006

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967; Public Employees Fair Employment Law, Article 14 of the Civil Service Law, and to encourage effective and harmonious working relationships between the East Moriches Board of Education and the non-instructional employees of the District, in order that the case of public education may best be served in East Moriches, THIS AGREEMENT IS MADE AND ENTERED INTO on the 1st day of July, 2003, by and between the Board of Education and its non-instructional staff members.

ARTICLE I DEFINITIONS

As used in this Agreement:

1. The term "Board" shall mean the Board of Education, East Moriches Union Free School District, East Moriches, New York
2. The term "Association" shall mean the Local 1000, Civil Service Employees Association, Inc., AFSCME, AFL/CIO.
3. The term "Member" shall mean all full-time clerical and custodial personnel
4. The term "Supervisor" shall mean the position of Superintendent or other personnel so designated by the Superintendent to act on his behalf.

ARTICLE II RECOGNITION

- A. The East Moriches Board of Education recognizes the East Moriches School unit of the Local 1000, Civil Service Employees Association, Inc., AFSCME AFL-CIO, as the sole and exclusive representative for the clerical and custodial employees of the District for the maximum time permitted under the Taylor Law.
- B. The East Moriches School unit of the Local 1000, Civil Services Employees Association, Inc., AFSCME, AFL-CIO, affirms that it does not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike.

ARTICLE III
DUES DEDUCTIONS

- A. The Board agrees to deduct from the salaries of its clerical and custodial employees dues for the Association as said employees individually and voluntarily authorize the Board to deduct, and to transmit the monies to the Association. Authorization shall be in writing in a form mutually agreed upon with the Association accepting the responsibility for collection and forwarding of these forms to the business office. CSEA, Inc. shall have the exclusive rights to payroll deductions for dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll period basis.
- B. The Association shall notify the Superintendent thirty (30) days prior to beginning of the school calendar year, the amount of monies to be deducted upon submission of dues authorization form signed by the employee. Said amount shall be in equal bi-weekly installments.
- C. The Association shall be solely responsible to account to the employees all disbursement of funds collected and shall indemnify and hold the School District harmless against all loss and liability, including, without limitation, all legal costs on account of any claim asserted by an employee relating to the collection, disbursement or purposes for which such dues collections may or shall be used.
- D. The Board agrees that it shall not accord dues deductions or similar check-off rights to any other employee organization for those represented by this union while the duly elected representative of the employees identified in Article II.

ARTICLE IV

GRIEVANCE PROCEDURE

Level of Procedure:

- Step 1. An employee having a grievance (filed within thirty (30) days of occurrence) of an alleged violation, misapplication or misinterpretation of this Agreement may discuss it with the Superintendent of Schools with the objective of resolving the matter. It shall not, however, include matters which are reviewable by New York State and/or the Suffolk County Civil Service Commission.
- Step 2. If the aggrieved employee is not satisfied with the disposition of his/her grievance at Step 1, it shall be reduced to writing and presented to the Superintendent of Schools. Within ten (10) school days after the written grievance is presented to him, the Superintendent shall render a decision thereon, in writing, and present it to the employee.
- Step 3. If the employee is still not satisfied, he/she may file said grievance with the Board of Education. Within twenty (20) school calendar days after receiving the written grievance, the Board, or its duly constituted committee, shall meet with the aggrieved person. The Board shall review all pertinent evidence, if any, and hear all oral arguments. It shall render its decision no later than fifteen (15) school calendar days after such hearing and its determination shall be final and binding. The employee shall have the right to have a CSEA representative present throughout the Board proceeding.

ARTICLE V

PROBATIONARY PERIOD

All non-competitive employees who have served a one (1) year probationary period will be furnished written charges when disciplined (suspended) or terminated. Board of Education will conduct a hearing upon the request of employees concerning a suspension or discharge and will be allowed to have a CSEA representative present.

ARTICLE VI

HOLIDAYS

A. CLERICAL HOLIDAYS – There shall be 14 paid holidays as set forth below:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Columbus Day	Veteran's Day
Thanksgiving Day	President's Day
Thanksgiving Friday	Holy Thursday
Christmas Eve Day	Good Friday
Christmas Day	Memorial Day

B. CUSTODIAL HOLIDAYS – There shall be 12 paid holidays as set forth below plus 2 floating holidays. The additional 2 days shall be taken at a time convenient to both parties. Any dispute regarding said days shall be determined by the Superintendent of Schools:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Veteran's Day
Thanksgiving Day	Presidents Day
Thanksgiving Friday	Good Friday
Christmas Eve Day	Memorial Day

C. Should a contractual holiday fall on a weekend, employees will receive a "floating holiday" approved by the Superintendent. Such "floating holiday" must be taken within the current school year.

D. The yearly district calendar will be presented to CSEA before its adoption in order to prevent conflicts.

ARTICLE VII

OVERTIME AND NIGHT DIFFERENTIAL

- A. Wages to be paid at the rate of time and one-half for all time worked in excess of 40 hours per week; double time will be paid for work on Sundays; emergency call-in will be at 1 ½ time rate with a minimum 3 hour guarantee.
- B. Night differential shall be paid for any eight (8) hour shift beginning at 2:00 p.m. and ending before 8:00 a.m. at the rate listed below:
 - 1) \$2.00 per hour
- C. In the event of emergency closing(s) of school, custodians who are directed by the Superintendent of Schools to report to work shall receive a compensatory day at straight time for all hours worked for each school day closing(s). Said day shall be arranged to be taken by the employee, subject to the prior approval of the Superintendent of Schools.

ARTICLE VIII

VACATIONS

- A. One-week vacation to be granted for all full-time employees after one year of employment.
- B. Two weeks vacation to be granted said employees after two years continuous service.
- C. Three weeks vacation to be granted after five years of continuous service.
- D. Four weeks vacation to be granted after ten years of continuous service.
- E. Vacation allowance for less than one year will be pro-rated at one-half of a day per month of employment to a maximum of 5 days.
- F. Vacations for clerical and custodial employees shall be as follows:
 - 1) Custodial employees' vacation periods shall be taken between July 1 and September 1, according to their position and length of service.
 - 2) Clerical employees' vacation periods shall be taken when school is not in session.Any exception shall be at the discretion of the Superintendent of Schools.

- 3) The Board of Education may, however, and at its discretion, close down the school for two (2) weeks vacation period. It shall be the last week of July and the first week of August. The Superintendent of Schools shall notify the employees effective no later than March 1 of the school year.
- 4) Vacation periods may be taken at other times during the school year at the discretion of the Superintendent.
- 5) Vacation requests are applied for and granted based on seniority in the district.

ARTICLE IX

SICK LEAVE

- A. Sick leave shall be accrued at one day per month of employment. The maximum accumulation shall be 360 days.
- B. Termination Pay:
 - 1) The Board agrees to grant the employee upon separation, who has not reached the age of 55 years old, one (1) days pay for every three (3) days of accumulated sick leave not to exceed one hundred and twenty (120) days, at the current rate of pay.
 - 2) Employees fifty-five years or older shall receive upon termination from the district, 50% compensation of his/her accrued sick leave days, up to a maximum of 180 days.

ARTICLE X

PERSONAL LEAVE

- A. Each full-time employee shall receive two (2) personal leave days. There shall be no accumulation of personal leave. Any unused personal days will be added to sick leave available to the member.
- B. Personal leave is defined as such personal matters which cannot be attended to at any other time and shall not be used as an extension of absences already provided for in other sections of this contract except with the approval of the Superintendent of Schools.

ARTICLE XI
BEREAVEMENT LEAVE

- A. Leave due to death in the immediate family shall be: five (5) days for spouse, sibling, child, mother, father.
- B. Three (3) days for aunt, uncle, grandmother or grandfather, nieces, nephews, mother-in-law and father-in-law.
- C. In the event of unusual circumstance, the employee may request additional days from the Superintendent of Schools. It shall be the discretion of the Superintendent of grant any additional days.

ARTICLE XII
HOURS OF WORK

- A. Clerical employees shall work seven (7) hours per day when school is in session, except in cases of emergencies. When school is not in session, the hours worked shall be reduced to five (5) hours per day.
- B. Custodial workers shall work eight (8) hours per day. Scheduling of such hours shall be established by the Superintendent of Schools. Custodial workers shall be given two (2) weeks notice of any permanent change in shift except in cases of emergency.

ARTICLE XIII
FRINGE BENEFITS

A. **HEALTH INSURANCE**

The East Moriches School Board is presently a member of the Government Employee Health Insurance Program available under Article XI of the Civil Service Law. The Board shall provide the full cost of the Empire Plan, plus Core Enhancements.

1) The provision of the Health Insurance Plan shall be identical to that which is provided for in the Teachers' contract. This contract shall be automatically amended in the event any changes may occur.

2) All new members hired after July 1, 1992, shall pay and have deducted from their paychecks the equivalent of ten percent (10%) of the medical insurance premium paid by the District for that member. Should the District leave the Empire Plan and if the cost per member in the new medical plan is less than the Empire Plan cost per person as of July 1, 1992, than no cost for that new member shall be deducted until the cost exceeds the Empire Plan premium cost per member as of July 1, 1992.

3) All new members hired after July 1, 1993, shall pay and have deducted from their paychecks the equivalent of fifteen percent (15%) of the medical insurance premium paid by the District for that member. Should the District leave the Empire Plan and if the cost per member in the new medical plan is less than the Empire Plan cost per member as of July 1, 1993, than no cost shall be deducted for that new member until the cost per member exceeds the Empire Plan premium cost as of July 1, 1993.

4) The district guarantees that any change in the Health Insurance Plan will result in equal or greater benefits.

B. LIFE INSURANCE:

The Board shall provide term life insurance in the amount of \$20,000.00 per employee. Said premium shall not exceed \$500.00 for the clerical and custodial employees covered by this Agreement.

C. DENTAL PLAN:

During the term of this agreement, the Board shall contribute toward the premium cost of dental insurance as follows: The District will calculate fifty percent (50%) of the premium cost of dental insurance for each member as of July 1, 2003, and will pay that amount for each member each year of the contract. The members will be responsible for the balance of the premium. It is further understood that as the premium cost increases in subsequent years, the percentage paid by the District will be less than 50%.

D. N.Y.S. RETIREMENT PLAN:

1. All employees will be entitled to the New York State Employees' Retirement Plans in existence on the signing of this Agreement.
2. Any employee who has attained fifteen or more years of service to the District and is eligible to retire under the New York State Retirement System shall receive fully paid health insurance except the retiree shall be fully responsible for any and all premium increases. Additionally, the District will provide an individual contract to the retired employee guaranteeing same.

E. The Board agrees to the non-contributory Section 60-b death benefit for all personnel.

ARTICLE XIV

SALARIES

- A. All CSEA salaries will be adjusted as indicated:

Year 1 – July 1, 2003 \$3,000.00

Year 2 – July 1, 2004 3.5 %

Year 3 – July 1, 2005 3.5 %

- B. **NEW or VACANT POSITIONS:** When there are new or vacant positions, the Superintendent of Schools shall make every effort to consult with the President of the Association the starting salary of said position. However, it should be understood that the final decision rests with the Board of Education.

- C. **SUBSTITUTE CALL-IN:** An employee who is directed by the Superintendent of Schools to telephone contact/call in substitute teacher personnel shall receive a \$800.00 differential compensation in addition to their regular salary.

It is expressly understood that such compensation shall be pro-rata over the course of each academic year and ceases when employee either terminates voluntarily, decides not to continue the substitute call-in, or in the event the program is discontinued by the District.

- D. **LONGEVITY:**
- | | |
|-----------------------------|-----------|
| At the beginning of Year 10 | \$ 500.00 |
| At the beginning of Year 15 | 850.00 |
| At the beginning of Year 20 | 850.00 |

ARTICLE XV

FAMILY CARE LEAVE

Family Care leave shall be granted upon request for up to one (1) year of unpaid leave.

ARTICLE XVI

LEAVE OF ABSENCE

Employees who have completed five (5) years of continuous service with the District and who become seriously ill or incapacitated by an accident and who have exhausted all of their leave, may apply for leave of absence for up to one (1) year. The Board of Education in its sole discretion may grant or deny such leave.

ARTICLE XVII
ASSOCIATION PRESIDENT

The Association President for his/her designee, shall be granted three (3) days off without any loss of pay or other benefits for the purposes of attending CSEA conferences.

ARTICLE XVIII
DURATION

This Agreement shall be in full force and effect from July 1, 2003 to June 30, 2006

ARTICLE XIX
CIVIL SERVICE LAW

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 he additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XX
JOB POSTING

All Civil Service vacancies and new positions shall be posted with as much advance notice as possible. Preference on filling the vacancy or new position will be given to the senior employee, if in the opinion of the Superintendent said employee has the ability and qualifications to do the job.

ASSOCIATION

BOARD

By _____
President, CSEA

By _____
President, Board of Education

CSEA Collective Bargain Specialist

Superintendent of Schools

APPENDIX A
Retirees Health Insurance Contract

AGREEMENT

This is an Agreement, by and between the East Moriches Union Free School District, its successors and assigns by merger, consolidation, centralization, annexation or otherwise hereinafter referred to as the "District" and _____ a Civil Service employee, hereinafter referred to as "Retiree". The following satisfies provisions of Article XIII, Section D (2) of the agreement between the District and the Non-Instructional Employees dated July 1, 1994.

In consideration of the services rendered by _____ as a Civil Service employee for the past 15 years or more, to wit _____ years in the District, and upon the event of his/her retirement, the District hereby agrees that he/she shall receive fully paid health insurance except he/she shall be fully responsible to pay any and all premium increases subsequent to the date of retirement, to wit : (\$ _____ - family, or \$ _____ individual), toward the monthly premium for the health benefits for said retiree for the remainder of his/her life, never falling below the percentage guaranteed by statute.

The retiree must have half his/her portion of the annual premium due on deposit with the school district by the 1st of July and the 1st of January. Failure of the retiree to pay their portion of the premium within 30 days after each due date will cause the insurance to be cancelled by the State.

It is understood by the parties that the term "health benefits" is intended to mean the hospitalization, major medical and prescription drug insurance in effect at the time of retirement, not to include dental.

The District specifically recognizes that _____ has relied upon the promise contained herein by the District to pay the aforesaid benefit costs not to exceed the premium cost on the day preceding the effective date of retirement for the lifetime of _____. Should the spouse of the retiree predecease the retiree and there be no dependents; then, the District's only obligation will be the single coverage

up to the cost of the retiree's coverage on the date of retirement, the retiree paying any difference. Should the retiree's dependent status change subsequent to retirement then the retiree shall notify the District and change his/her status to family or single coverage.

The retiree will still have to pay the difference between the premium cost single or family coverage the day prior to retirement and the current cost as provided above.

Signed: _____ Signed: _____
Retiree District

Dated; _____ Dated: _____