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Contract Database Metadata Elements

Title: **Copiague Union Free School District and Copiague Part Time Custodial Workers Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Suffolk County Educational Local 870 (2007)**

Employer Name: **Copiague Union Free School District**

Union: **Copiague Part Time Custodial Workers Unit, CSEA, AFSCME, AFL-CIO**

Local: **Suffolk County Educational Local 870, 1000**

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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

DEC 13 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



**Copiague UFSD P/T Custodial Workers Unit
Suffolk County Educational Local 870**

July 1, 2007 - June 30, 2012

15

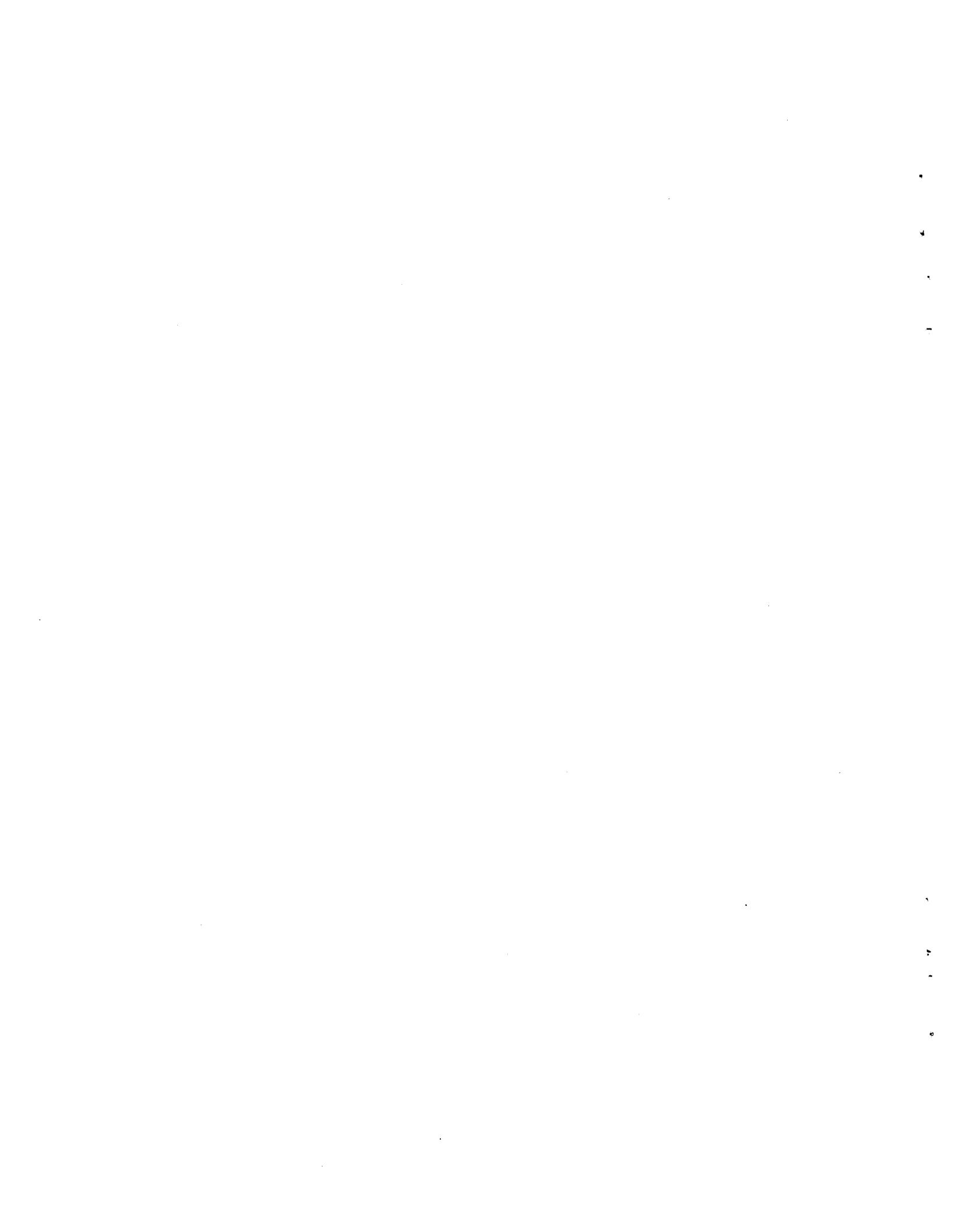


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In order to effectuate the provisions of Article 14 of the Civil Service Law of the State of New York (The Public Employees Fair Employment Act) and to encourage and increase effective and harmonious working relationships between the Copiague Board of Education (hereinafter called the Board) and the Part Time Custodial Workers represented by the Civil Service Employees Association, Inc., Local 1000, AFSCME AFL-CIO (hereinafter called the Union):

This Agreement is made and entered into on this 18th day of June 2007 by and between the Board and the Union and shall continue in full force and effect commencing July 1, 2007 through June 30, 2012.

ARTICLE 1 **RECOGNITION**

The Copiague Board of Education recognizes the Civil Service Employees Association, Inc. Local 1000 AFSCME, AFL-CIO as the exclusive representative of the following employees of the Copiague Union Free School District: Part-Time Custodial Workers and Part-Time Maintenance Mechanics. All other employees, full or part time, are excluded.

ARTICLE 2 **LENGTH OF AGREEMENT**

Except as is specifically provided to the contrary herein, this Agreement shall remain in full force and effect for the period July 1, 2007 up to and including June 30, 2012.

ARTICLE 3 **WAGES**

Effective July 1, 2007 through June 30, 2012 the wages for part-time custodial workers and part-time maintenance mechanics shall be in accordance with Exhibit A.

If school is closed due to the return of unused emergency school closing days, all employees covered by this Agreement shall receive their normal pay without loss of entitlements for up to one (1) day per year.

Employees who are requested to work more than twenty (20) hours per week shall be compensated an additional ten (10%) percent of their hourly wage up to a maximum of an additional \$2.00 per hour for hours worked in excess of twenty hours.

ARTICLE 4 **LONGEVITY**

Longevity stipends shall be paid to employees covered under this Agreement according to the schedule below for the period July 1, 2007 to June 30, 2012. Part-time longevity stipends are not cumulative and are effective September 1 following the date upon which the anniversary year is

commenced.

25 cents an hour commencing with the 10th year
35 cents an hour commencing with the 15th year
45 cents an hour commencing with the 20th year
55 cents an hour commencing with the 25th year

ARTICLE 5 **RETIREMENT**

The retirement plan of the New York State Employees Retirement System known as Section 75-i shall be provided for all eligible employees covered by this Agreement if they work 20 or more hours per week and request retirement coverage of the Retirement and Social Security Law.

ARTICLE 6 **HOLIDAYS**

All employees covered by this Agreement who have been employed for a continuous period of six months shall be eligible for the following paid holidays: Thanksgiving Day, Day after Thanksgiving, Christmas Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, and Memorial Day.

ARTICLE 7 **INSURANCE**

The New York State Health Insurance Plan presently in effect in the school district will be made available to all employees covered by this Agreement if they work 20 or more hours per week on the following basis: The District's contribution shall be thirty-five (35%) percent for family coverage and fifty (50%) percent for individual coverage in accordance with Policy and Empire Plan regulations.

The District shall have the right to change insurance carriers provided the District obtains similar coverage and the consent of the Association.

ARTICLE 8 **SECTION 125 OF THE I.R.S. CODE**

The District shall provide to all employees covered by this Agreement an I.R.S. Section 125 flexible benefits plan.

ARTICLE 9 **SICK/PERSONAL LEAVE**

All employees covered by this Agreement who have been employed for a continuous period of six months may be absent for reason of illness six (6) days in any school year without loss of pay.

The accumulation of unused sick days is unlimited. All employees covered by this Agreement may be absent for personal reasons other than sickness for not more than two (2) days in any school year. Any such personal day taken by the employee shall be deducted from the six allowable sick days.

ARTICLE 10
BEREAVEMENT

In the event of death in the immediate family, two (2) days bereavement leave is provided for employees covered by this Agreement. Immediate family includes employee's spouse, children, mother, father, sister or brother. (Substitute parent shall be considered a member of immediate family if the employee has lived with that parent for 12 consecutive months.)

ARTICLE 11
LABOR MANAGEMENT RELATIONS

The Assistant Superintendent for Personnel and Administrative Services and/or his representative and up to three (3) representatives of the Union shall meet at scheduled meetings at least once every two months unless there is mutual agreement to cancel, to consult informally on matters of district-wide concern relative to the personnel covered by this Agreement and to facilitate the implementation of this Agreement.

ARTICLE 12
LAYOFFS AND RECALL

In determining the order of layoffs and recall, seniority will be considered but shall not be the sole exclusive factor. Other factors including qualification, special skills or training, and ability to perform the job, as well as past performance, will also be considered. The judgment of the Assistant Superintendent for Personnel and Administrative Services will be conclusive in this regard. Job openings will be posted in each building.

ARTICLE 13
DUES DEDUCTION/AGENCY FEE

A. Employees may, through payroll deduction, have their membership dues deducted from their salary. Payroll deduction may only be made upon written approval of the employee. It will be the responsibility of the Union to provide authorization cards for their members. Such authorization cards shall indicate the amount of deduction to be made.

B. 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.

C. Agency Shop Fee

1. Pursuant to authorization contained in Civil Service Law 208, subdivision 3(b) with respect to agency shop fee deduction and effective in the years of this Agreement (but subject to continued legislative authorization during such term), the Board agrees to make deductions from the wage or salary of personnel covered by this Agreement who are not members of the Union, the amount equivalent to the dues levied by the Union, and transmit the sum so deducted to the Union. The foregoing shall only be applicable so long as the Union has established and maintains a procedure for the refund to any such person demanding the return of any part of an agency shop fee deduction which represents such person's prorata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
2. The Union agrees to save and hold harmless the Board from any and all losses, expenses, damages, costs and attorney fees that may accrue as a result of the provisions contained in paragraph 1 above, by reason of any action, suit or proceeding before any administrative body or judicial or quasi-judicial body or before any arbitrator by any person covered by this Agreement or in his or her behalf involving or in any way relating to the implementation of the agency shop fee deduction provision hereinabove set forth.

ARTICLE 14 **USE OF SCHOOL FACILITIES**

The Union will be allowed to use school building facilities for Union meetings after school and after the work day, provided there is no conflict with other functions and there be no cost to the Board. The Union must follow all established procedures regarding the use of facilities.

ARTICLE 15 **IDENTIFICATION TAGS**

Unless alternate identification is provided and required by the District, all employees covered by this Agreement 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 **UNIFORMS**

All unit members shall be required to wear uniforms at all times while on duty. Unit members shall receive five (5) short-sleeved uniform shirts. In addition, maintenance mechanics shall also receive two (2) pairs of painter's pants. Shirts (and pants for maintenance mechanics) will be exchanged for replacement no later than October 1 of each school year. Employees who report to work out of uniform will be sent home and docked for the day.

ARTICLE 17
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 Union 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 and a copy distributed to each employee now employed or hereafter employed by the school district.

D. 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.

E. Any right or privilege not specifically delegated or granted by this Agreement is understood to remain a prerogative of the Board, so long as in the exercise thereof, the Board does not modify, amend or diminish any provision of this Agreement.

F. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item whether contained in this Agreement or not, during the term of this Agreement, except insofar as may be required by the provisions of this Agreement or by law.

ARTICLE 18
GRIEVANCE PROCEDURE

The Union and the Employer shall make reasonable efforts to resolve all grievances and disputes. A grievance is defined as a complaint by an employee based upon an alleged violation of the provisions of this contract.

INFORMAL STATE

First Level Aggrieved party contacts immediate supervisor for discussion of the grievance. If the grievance is not resolved, the aggrieved, the immediate supervisor, and the building principal shall meet at the request of the aggrieved for a further discussion of the grievance.

FORMAL STATE

First Level The employee shall present the grievance in writing to the building principal. A meeting with the aggrieved, immediate supervisor, building principal, and representative of the aggrieved shall be held. Failure to resolve the grievance at

this level will result in proceeding to Level Two.

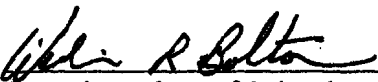
Second Level Within five (5) school days of the latter meeting, the aggrieved shall submit the grievance in writing to the Assistant Superintendent for Personnel and Administrative Services. Within ten (10) school days, the Assistant Superintendent for Personnel and Administrative Services will hold a meeting with the aggrieved and anyone the aggrieved requests to represent him. Failure to resolve the grievance at this level will result in proceeding to Level Three.

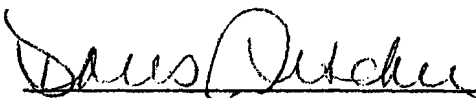
Third Level Within five (5) school days of the completion of the discussions at the Second Level, the aggrieved shall submit the grievance in writing to the Superintendent of Schools. The Superintendent of Schools shall hold a meeting within ten (10) school days with the Assistant Superintendent for Personnel and Administrative Services, the representative of the aggrieved, and the aggrieved. Failure to resolve the grievance at this level will result in proceeding to Level Four.

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 or a committee thereof and the Superintendent of Schools. The Board of Education or a committee thereof 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.

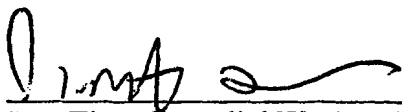
The decision of the Board of Education shall be final.

COPIAGUE UNION FREE SCHOOL DISTRICT

By 
Superintendent of Schools


President, Board of Education

PART TIME CUSTODIAL WORKERS UNIT

By 
Part Time Custodial Workers Unit
Civil Service Employees Association, Inc.

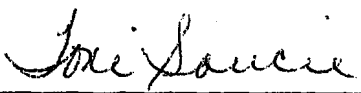

CSEA Labor Relations Specialist

EXHIBIT A

	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
PT Custodial Workers:					
Beginning	\$13.51	\$13.98	\$14.43	\$14.86	\$15.31
After One Year	\$15.09	\$15.62	\$16.13	\$16.61	\$17.11
 PT Maintenance Mechanics:					
Beginning	\$14.28	\$14.78	\$15.26	\$15.72	\$16.19
After One Year	\$15.93	\$16.49	\$17.03	\$17.54	\$18.07

Six (6) sick days per year after continuous employment for six months.

