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Contract Database Metadata Elements

Title: **East Meadow Union Free School District and East Meadow UFSD School Monitors Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Nassau County Educational Local 865 (2006)**

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

Union: **East Meadow UFSD School Monitors Unit, CSEA, AFSCME, AFL-CIO**

Local: **Nassau County Educational Local 865, 1000**

Effective Date: **09/01/06**

Expiration Date: **08/31/10**

PERB ID Number: **4921**

Unit Size: **151**

Number of Pages: **18**

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AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**EAST MEADOW UNION
FREE SCHOOL DISTRICT**

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

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



East Meadow UFSD School Monitors Unit
Nassau County Educational Local 865

September 1, 2006 - August 31, 2010

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EAST MEADOW UNION FREE SCHOOL DISTRICT
SCHOOL MONITORS
A G R E E M E N T

AGREEMENT made as of the 27th day of April, 2006 by and between the Board of Education, East Meadow Union Free School District, East Meadow, Town of Hempstead, County of Nassau, State of New York, hereinafter referred to as the "Board", and the Civil Service Employees Association Inc., Local 1000 AFSCME, AFL-CIO, School Monitors Unit of Nassau Educational Local 865, hereinafter referred to as the "Association".

1.0 RECOGNITION

The Board hereby acknowledges that the Association represents a majority of the School Monitors employed by the Board. Accordingly, and in compliance with Article 14 of the Civil Service Law, the Board hereby recognizes the Association as the exclusive representative and negotiating agent for all School Monitors with respect to wages, hours, and other terms and conditions of employment, and for the administration of grievances arising out of the terms and condition of such employment during the period of this Agreement, ending on August 31, 2010.

2.0 PROCEDURES

2.1 (a) Any negotiations conducted during school hours shall not result in lost wages to participating personnel.

2.1 (b) The parties shall furnish each other with such information as may be necessary to fulfill their respective obligations under the law.

2.1 (c) The Agreement as approved by the Board and the Association, shall be reduced to writing, signed by the authorized representatives of the respective parties, and reproduced in sufficient numbers for distribution to the unit. The parties shall exchange signed copies of the Agreement.

2.2 NO STRIKES

2.2 (a) The Association shall not engage in a strike, nor cause, instigate or encourage a strike.

2.2 (b) The Association shall exert its best efforts to prevent or terminate such strikes.

2.2 (c) Nothing contained in the Agreement shall be construed to limit the rights, remedies or duties of the Board or the rights, remedies or duties of the Association employees under State Law.

3.0 DEFINITIONS

1. "Employer" shall mean Board of Education, East Meadow Union Free School District, East Meadow, Town of Hempstead, County of Nassau, State of New York.

2. "Chief School Administrator" shall mean the Superintendent of Schools, who is the executive officer of the Board of Education.

3. "Employee" shall mean School Monitors of East Meadow Union Free School District who are employed under Civil Service Regulations. Only employees who are regularly scheduled to work ten (10) hours or more per week are eligible to receive the benefits specified in Articles 4 and 5 of the contract.

4. "Supervisor" shall mean any person who is assigned to exercise any level of supervisory responsibility over School Monitors.

5. "Grievance" shall mean any violations or misinterpretations of the existing rules which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits or disciplinary proceedings.

4.0 WORKING CONDITIONS

4.1 School Monitors shall work on an hourly basis from the opening of school on or about September 1st to the closing of school in June or as otherwise directed by the principal in charge of the school in which the employee works.

4.2 The daily working period for each employee shall continue to be determined by the Building Principal in accordance with administrative policy. Unit members shall be guaranteed 2.5 hours per day. Consideration shall be given to persons working outside to fill vacancy for inside work.

4.3 In certain situations specific monitors are employed to work with a specific individual student. If the specific individual student is absent on a particular day, the District shall make every effort to reassign the monitor within the building/district, where a need may exist, upon the recommendation of the building principal and after approval from the Office of Human Resources.

4.4 If there are snow days during the 2006-07, 2007-08, 2008-09 or 2009-10 school years on which schools are closed and the remaining staff is paid, the unit members will be paid for such snow days.

4.5 Unit employees shall be eligible for two (2) sick days after one (1) year of employment and three (3) sick days after two (2) years of employment. Employees employed for five (5) years or more shall be entitled to four (4) sick days, without loss of pay. Unit employees employed for seven (7) years or more shall be entitled to six (6) sick days, without loss of pay. Unit employees employed for ten (10) years or more shall be entitled to eight (8) sick days, without loss of pay. Any sick day(s) not taken during the work year shall be paid at the end of the year at the rate of pay in effect June 30.

4.6 Unit members may request a leave of absence for personal or immediate family illness

for five (5) months, with an opportunity to extend to one (1) full year.

4.7 Bereavement Leave -- All unit members shall be entitled to three (3) days off without loss of pay upon the death of a member of their immediate family, which shall not be counted against the attendance incentive. "Immediate family" is defined as spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law and brother-in-law.

4.8 The District agrees to post all job vacancies that occur in the District.

5.0 HOLIDAYS

Each employee after one (1) year of service shall be entitled to six (6) paid holidays designated as Thanksgiving Day, Christmas Day, New Year's Day, Columbus Day, Veteran's Day, and Memorial Day. The holidays shall be given only to those employees who have worked at least one hundred fifty (150) days in the preceding school year in which the holiday falls.

6.0 SALARY

6.1 Employees hired to begin work on or after September 1, 1996 shall be paid according to the following schedule for 2006-2007, 2007-2008, 2008-2009, 2009-2010:

<u>Step</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1	8.90	9.40	9.90	10.40
2	9.40	9.90	10.40	10.90
3	9.90	10.40	10.90	11.40
4	10.75	11.25	11.75	12.25
5	11.25	11.75	12.25	12.75
6	11.45	11.95	12.45	12.95

*For added responsibilities, science monitors will have \$2.25 added to their appropriate salary step. It is understood that science monitors can be assigned to perform any other type of monitoring responsibilities.

*Monitor positions in all programs during the summer months will base the rate of payment upon the post 1996 Step 5 salary as of the June 30th rate prior to the commencement of that program.

6.2 Employees hired prior to September 1, 1996 shall be paid at the rate of \$12.85 per hour for the 2006-07 school year; \$13.35 per hour for the 2007-08 school year; \$13.85 per hour for the 2008-09 school year; and \$14.35 per hour for the 2009-10 school year.

6.3 LONGEVITY

After 10 years of service \$150.00
After 15 years of service \$300.00
After 20 years of service \$480.00
After 25 years of service \$690.00
After 30 years of service \$750.00

7.0 ASSOCIATION BUSINESS

7.1 Permission shall be granted for the reasonable use of district facilities for meetings upon written and timely application.

7.2 Bulletin board space shall be reserved at an accessible place in each school for the exclusive use of the Association for the purpose of posting material dealing with proper and legitimate Association business.

8.0 AGENCY FEE AND DUES DEDUCTION

8.1 The School Board agrees to deduct, from the salaries of its employees, dues for the Association as said employees individually and voluntarily authorized the School Board to deduct and to transmit such monies on a monthly basis to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York. Employee authorization shall be in writing and in a manner consistent with Section 9-3B of the Municipal Law, Chapter 392 of the Laws of 1967.

8.2 Any employee shall have the right to payroll deduction of his/her membership dues.

8.3 The Association assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized representative.

8.4 Every member of the bargaining unit who is not a member of the Association shall,

within thirty (30) days after the initial date of employment, pay to the Association an agency fee. Such fee shall be equal to one hundred (100%) percent of the membership dues of the Association. Such fee may be paid through a dues check-off, provided however, that the form of such payment shall be entitled the "Agency Fee Check Off."

8.5 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 provision of this article.

9.0 MISCELLANEOUS

9.1 In the event the Board determines to reduce the staff, seniority shall prevail subject to administrative prerogative based upon ability.

9.2 There shall be a uniform policy in all of the schools with respect to providing free lunches to employees.

9.3 Members of the unit who have perfect attendance will be provided with five (5) additional days pay. For two (2) or less days absence, an individual shall receive three(3) days pay. Perfect attendance shall mean no absences whatsoever, including absences for workers compensation or any other type leave.

9.4 Job-related Physicals. The District has the right to require a job-related physical examination for unit members. The physical examination shall take place no more than once per year at the District's expense.

9.5 Monitors shall be required to work at least one (1) day designated as a Superintendent's Conference Day for the purpose of participating in staff development/in-service training, as appropriate to their role in the District. Monitors may be required to work one (1) additional day for purposes of staff development/in-service training, at the discretion of the District.

9.6 Monitors shall wear an armband at all times during playground supervision.

10.0 GRIEVANCE PROCEDURES

In compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees, and in order to establish the most harmonious and cooperative relationship between employees, supervisors, administrators and members of the Board of Education, the District hereby incorporates in this Agreement the grievance procedures, rules and regulations attached hereto and made part hereof as Schedule "A".

11.0 MUTUALITY OF OBLIGATION

11.1 In the event that any provision of this Agreement is or shall be at any time contrary to law, all other provisions of this Agreement shall continue in full force and effect.

11.2 The failure of either party to enforce any provisions of this Agreement shall not operate as a waiver thereof or of any other provision herein, and the Agreement shall continue in full force and effect.

11.3 The within provisions constitute the entire Agreement between the parties and may not be modified or extended orally, and no provision of any policy, by-laws, or administrative code or any other writing, except as provided herein shall be deemed incorporated herein by reference. Negotiations hereunder shall not be reopened unless by mutual agreement between the parties.

12.0 WORKER'S COMPENSATION.

In accordance with Section 126(B) of the New York State Worker's Compensation Law, the district has implemented a managed care program. CSEA members will participate in the program. All employees who are injured arising out of, or in the course of, their employment *and* who apply for Worker's Compensation benefits shall be immediately referred to the Managed Care Organization (MCO) selected by the district. Any employee referred to the MCO must remain under their care for a period of no less than thirty (30) days. If, after a period of

thirty (30) days, the employee is not satisfied with the care received through the selected MCO, he/she may elect to receive treatment from another provider within the MCO, or receive treatment from any other health provider licensed by the New York State Worker's Compensation Board. Reimbursement is limited to a maximum of 80 days of intermittent compensation related days.

13.0 DURATION

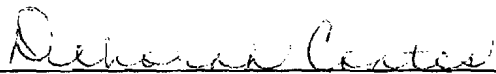
The provisions of this Agreement shall be effective as of September 1, 2006 and shall remain in force and effect until August 31, 2010.

13.1 Nothing contained in this Agreement shall be construed as a guarantee of employment. The Board of Education shall have the right at the end of each year of the term of this Agreement to terminate the entire School Monitor Program.

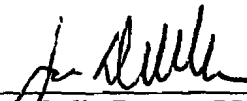
14.0 TAYLOR LAW REQUIREMENT

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.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this day of.



President, BOARD OF EDUCATION
EAST MEADOW UNION FREE SCHOOL DISTRICT



James Della Rocca, CSEA, Inc. Local 1000
AFSCME AFL-CIO, Collective Bargaining Specialist



President, NASSAU LOCAL, CSEA
EAST MEADOW UNIT, SCHOOL MONITORS

EMPLOYEE GRIEVANCE PROCEDURES
FOR THE EAST MEADOW PUBLIC SCHOOLS
EFFECTIVE SEPTEMBER 1, 1987

SCHEDULE "A"

PREAMBLE

The success of any plan of grievance machinery in the public schools depends primarily on the mutual trust and respect displayed by all persons concerned with its operation, and on the sincerity of their efforts in helping to make it work. Assurance of reasonable working relationships and improved staff morale, for the purpose of enhancing the educational opportunities of all children, is the essential goal to be sought in providing a grievance procedure in public school systems. Experience suggests that the development of such a procedure before it is needed is the best way to assure that it will not be needed. DECLARATION OF POLICY

These grievance procedures are instituted to establish a more harmonious and cooperative relationship between teachers, employees, administrators, and the Board of Education, and to provide ways to settle differences promptly and fairly as they arise. In order to establish a harmonious and cooperative relationship between the East Meadow School District, its professional and nonprofessional employees, the following grievance procedure is established for the settlement of differences between the said employees and the school district under which the employees may present grievances free from coercion, interference, restraint, discrimination or reprisal.

DEFINITIONS

Professional employees are defined as those compensated under the teachers' salary schedules. Non-professional employees are defined as all employees not compensated under the teachers' salary schedules. Both professional and non-professional employees are hereinafter known and referred to as the "Employee".

A grievance may concern any condition tending to endanger or handicap an employee in the proper discharge of his/her duty. Grievance shall mean any claimed violation,

misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the East Meadow Public Schools and the laws, rules and regulations of the State of New York and the Commissioner of Education, or any act or condition which has given an individual a sense of wrong or oppression, except that such grievance shall not include any matter involving the following:

- a. Questions involving the employee's rate of compensation;
- b. Questions about retirement benefits;
- c. Questions relating to formal disciplinary proceedings;
- d. "Any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law."

At all stages of the grievance procedure, the employee has the right to be represented by or counseled by an individual of the employee's choice, or legal counsel. The employee shall attempt first to satisfy his/her grievance by an informal conference with the School Building Principal. Such conference shall be held within ten (10) school days of the events giving rise to the grievance or the grievance shall be deemed waived and barred and outside the scope of this procedure. The employee shall be informed within a period of five (5) days of the determination made regarding his/her grievance. The effective date of this grievance procedure is September 1, 1977.

STEP I

If a grievance has not been satisfactorily resolved by informal conference as aforesaid the employee shall request, in writing, a review and determination by the principal. The principal shall make written reply within five (5) days of receipt of such request.

STEP II

In the event the employee desires to appeal from the decision of the principal, the employee shall request, in writing, a review and determination by the Superintendent of Schools. Such request shall be directed to the Superintendent of Schools with a copy thereof being sent to

the Principal of the School. Such request shall contain a statement of the grievance and the facts relating thereto. The Building Principal shall likewise forward to the Superintendent of Schools, with a copy to the employee, his/her own statement and determination, with a copy of all written documents filed.

Upon receipt of a written request from an employee, the Superintendent of Schools shall schedule a hearing to be held not more than five (5) school days from the date of receipt of such request, with not less than two (2) days' notice to the employee. Oral and written statements may be offered at such hearing for consideration. Determination of the hearing shall be made promptly, and in any event within five (5) school days from the date of the hearing. Written notice shall be given to the employee of such determination.

STEP III

The employee shall have the further right to appeal from the decision of the Superintendent of Schools to the Board of Education, providing such employee shall direct a Notice of Appeal, in writing, to that effect to the President of the Board of Education within a period of ten (10) school days from the date of the notice of the decision of the Superintendent of Schools. A copy of the Notice of Appeal shall likewise be directed to the Superintendent of Schools who shall thereupon forward to the President of the Board of Education the record of the hearing held by him and likewise send a copy of such record to the employee. The Board of Education shall set a date for a hearing not more than thirty (30) days from the date of receipt of the Notice of Appeal and upon not less than five (5) days' notice to the employee of such date of hearing.

The Board of Education shall review the record presented and such additional statements or documents that may be offered by the employee or the Superintendent of Schools. Both the

employee and the Superintendent of Schools may be granted the right to appear personally before the Board. The Board shall render its decision promptly, in any event not more than thirty (30) days from the date of the hearing, and notify the employee in writing thereof.