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**AGREEMENT**

**BETWEEN**

**MASSAPEQUA BOARD OF EDUCATION**

**AND**

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

**LOCAL 1000, AFSCME, AFL-CIO**

**SCHOOL DISTRICT UNIT 7589 (CUSTODIAL PERSONNEL)**

**JULY 1, 2004 – JUNE 30, 2007**

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**FEB 03 2010**

**ADMINISTRATION**

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Agreement made as of the 1st day of July, 2004 between the Massapequa Board of Education (hereinafter referred to as the "Board") and the Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO, School District Unit 7589, (hereinafter referred to as the "Association").

## I. PREAMBLE

The Board and the Association recognize that assistance in attaining the objective of the educational program is immeasurably afforded when mutual understanding, cooperation and effective communications exist between the Board and its employees covered by this Agreement.

## II. RECOGNITION

The Board recognizes the association as the exclusive representative for the following employees of the Board:

Head Custodian III, Head Custodian II, Head Custodian I, Maintenance Supervisor II, Maintenance Supervisor I, Grounds Supervisor, Assistant Head Custodian, Senior Maintainer, Maintainer, Maintenance Helper, Custodian, Groundskeeper, Cleaner, Provisional Custodian, Bus Driver, Attendant, Bus Dispatcher.

The Period of unchallenged representation shall be for the maximum period described in Article 14, Section 208 of the Civil Service Law.

### **III. PRINCIPLES**

1. Nothing contained herein shall deny to any employee the right to join or not to join the Association, but membership therein shall not be a prerequisite for employment or continuation of employment.
2. Nothing contained herein shall be construed to deny to any employee any rights afforded by Civil Service Law and regulations or other applicable statutes.

### **IV. NEGOTIATION PROCEDURES**

1. The Board, or designated representatives of the Board , will meet with representatives designated by the Association for the purpose of negotiation and discussion in order to reach a mutually satisfactory agreement concerning salaries and other terms and conditions of employment. Negotiating teams will be limited to a maximum of six people on each side.
2. Upon request of either party for a meeting to open such negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such a request. Such request shall be made after February 15, 2007. All issues proposed for discussion shall be submitted in writing by the Association to the Board or its designated representatives all additional issues upon which it wishes to negotiate following clarification of Association proposals. The second meeting and all necessary subsequent meetings shall be called at mutually agreed times.
3. Designated representatives of the board and its advisors shall meet at such mutually agreed upon

places and times with representatives of the association and its advisors for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Notwithstanding the above, if the union negotiation committee consists of day and night shift employees, then negotiations sessions shall be scheduled to begin during the day shift at no later than 12:00 p.m., and on an alternating basis, during the night shift no later than 4:00 p.m. (i.e., if the first negotiations session is scheduled for 12:00 noon, then the next negotiations' session must be scheduled for no later than 4:00 p.m. and so on, on an alternating basis thereafter). If the union negotiating committee consists of only day shift employees then sessions shall be scheduled during the night shift, no later than 4:00 p.m.; if the committee consists of only night shift employees, then sessions shall be scheduled during the day shift, no later than 12:00 p.m. These time limitations may only be waived with consent of the union and the District. The waiver of the time constraints on particular negotiations dates shall not prevent the District from enforcing the time limitations as same apply to other negotiations dates when a waiver is not consented to. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.

4. If either party determines that negotiations have reached an impasse, written notice thereof shall be given to the other party and assistance may be requested as provided in Section 209 of the Public Employees Fair Employment Law.

#### **V. DUES DEDUCTION**

So long as the Association is the exclusive negotiating agent as aforesaid, the Board shall

deduct once each month from the checks of members of the Association who submit dues check-off authorizations in writing to the Board, the amount of Association dues as determined by the Association in accordance with written memorandum thereof to be filed by the Association with the Board. These deductions shall be made in equal amounts and will commence as of July 1988. Such authorization shall remain in effect until written revocation shall be delivered or mailed to the Business Office of the Board. The Board will transmit monthly the amount of such dues upon authorization in writing by Unit 23A, which authorization and direction shall be effective without change for the period of this agreement.

Every member of the bargaining unit who is not a member of the Association shall, as a condition of continuing employment within thirty (30) days after the initial date of employment or within thirty (30) days after this section becomes effective, whichever is later, pay to the Association an agency fee, such fee shall be equal to the membership dues of the Association and its affiliates. Such fee shall be deducted by the District and transmitted to the Association.

Whenever the District is required to deduct and pay over an agency fee, no such deduction or payment shall be made by the District unless and until the Association shall file with the District a written order, in the manner and on a form to be mutually agreed upon by the District and the Association, stating the amount of the agency fee to be so deducted and paid on behalf of such unit member. The Association shall certify to the District in writing the current rate of agency fee, the Association shall give the District thirty (30) days written notice prior to the effective date of any changes in the agency fee.



## VI. SALARIES

1. The salaries for all employees for the school year July 1, 2004 to June 30, 2007 shall be in accordance with Schedules attached for each specific year. Increments are not automatic and are not to be part of any status quo continuation of this contract should it expire prior to the execution of a successor agreement.
2. The Board agrees to continue a fully paid noncontributory 1/60 retirement plan for all full time employees who are or become members of the NYSERS except where precluded by law. The pension plan shall be retroactive to 1938.
3. The payment of salaries shall be made on the basis of an annual salary schedule developed by the District prior to the start of the fiscal year. The basis of such payment schedule shall be bi-weekly (i.e. every second Friday, except when the calendar dictates otherwise (e.g., holidays, close of fiscal year). The development of a daily rate shall be based on the number of workdays in the fiscal year. Unit members who are employed for 10 months will be compensated on the basis of the annual salary calendar which is developed for all 10 month employees prior to the start of the fiscal year.
4. The Board agrees to add to the salaries of personnel covered by this agreement the following longevity increases:
  - \$500.00 after completion of ten (10) consecutive years of service; \$600.00 after completion of fifteen (15) consecutive years of service; \$850.00 after completion of twenty (20) consecutive years of service; \$500.00 after completion of twenty-five (25)

consecutive years of service.

Such longevity payments shall commence on the next regular increment payment date and shall be payable as an increment on either July 1 or February 1. Prorated longevity credit to be provided for past full time or part time service: (i.e.) part-time school district employee with six (6) years of service at four (4) hours per day would receive three years service credit for longevity purposes only.

5. The Board of Education, at its sole discretion, may provide additional salary increases or other payments to individual employees based upon outstanding performance.
6. Effective July 1, 1994, each Head Custodian, Assistant Head Custodian, Maintenance Supervisor, and Grounds Supervisor will receive an additional stipend of \$300.00 per year.
7. Effective July 1, 1997, the night differential stipend will be \$600.00 per year.
8. Effective July 1, 1997, in addition to any salary and/or longevity payments contained in the contract, groundskeepers shall receive \$500.00 added to their base salary after ten years of consecutive service in the District.

## **VII. WORKING CONDITIONS**

1. It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards and that automotive vehicles are free from operating defects. Such situations should be reported promptly to the immediate supervisor who in turn will report this condition to the Director of School Facilities & Operations and to the Building Principal.

2. The Head Custodian in each building may arrange for an appropriate lunch period of one hour for the day custodians in his building. The lunch hour for personnel covered by this agreement shall be one hour for shifts ending 6:00 p.m. or before, and one-half hour for shifts ending after 6:00 p.m. Lunch periods shall be taken only at times assigned, and extended lunch periods shall not be permitted under any circumstances.
3. No person shall be employed by the Board who is not qualified under applicable Civil Service Law and regulations.
4. Employees shall be required to accept overtime assignments on a rotating "on call" basis, by school, under emergency circumstances as deemed necessary by the Director of Facilities & Operations or his designee. If an employee is recalled from home under emergency circumstances, he will be guaranteed two hours of overtime. Effective July 1, 1994, an employee who is recalled from home under emergency circumstances on a Board of Education approved holiday, will be guaranteed 3 hours of overtime.
  - (a) Emergency conditions shall be occurrences such as fires, floods, snow removal, or other conditions preventing the opening of school or affecting the health, welfare and safety of students and staff. Those employees requested to work overtime shall be required to do so. Refusals shall be deemed neglect of duty and shall be grounds for disciplinary action.
5. Lateness or leaving before the end of an employee's shift without prior approval of the Director of Facilities & Operations or his designee shall be cause for disciplinary action and/or payroll

deduction. In addition, in calculating the amount of any overtime pay, the Director of Facilities & Operations shall deduct unexcused lateness or unexcused absence from the hours beyond 40 in any week.

6. Leaving the building during assigned working hours, for any reason, not related to the scope of employment, shall not be permitted without prior approval of the Director of Facilities and Operations or his designee.
7. An employee who falsifies a sign-in sheet by signing for another employee or who signs in at a time other than the actual time of arrival and/or departure from duty shall be subject to disciplinary action and/or payroll deduction.
8. Any Unit member who, because of illness or other authorized reason, works less than four (4) hours during his or her normal shift, shall be deducted one full day's sick leave. If an employee works more than four (4) hours in accordance with the above, he/she shall be deducted one-half (1/2) day's sick leave. Any Unit member who, because of illness or other authorized reason, works less than eight (8) hours during his or her normal shift, can opt to be paid for actual hours worked instead of losing the sick time noted above in this paragraph.
9. All employees are expected to comply with rules, regulations and directives adopted by the Board of Education or its representatives which are not inconsistent with the provisions of this agreement.
10. Time off shall be granted without loss of salary to three (3) employees of one day each for the purpose of attending one (1) official CSEA function per year. The employees shall bear the

expense of the function. An employee who plans to attend such function must submit one week's written notice to the Director of Facilities and Operations, and also submit evidence of attendance at said function.

11. All twelve (12) month personnel covered by this agreement shall receive the following vacations: after one (1) year of service as of June 30th, ten (10) work days; after six (6) years of service as of June 30th, fifteen (15) work days; and after thirteen (13) years of service as of June 30th, twenty (20) work days. The provisions of this paragraph became effective July 1, 1972. Effective July 1, 1994, all 12 month personnel covered by this agreement shall receive the following vacations: after one (1) year of service as of June 30th, ten (10) work days, after five (5) years of service as of June 30th, fifteen (15) work days; after eleven (11) years of service as of June 30th, twenty (20) work days.

a) The Director of Facilities or his designee, may in their sole discretion, authorize a limited number of employees who may apply, to utilize the Christmas or Easter period as part of their vacation, so long as the building program is not impaired nor overtime required.

b) Effective July 1, 1986 or thereafter, employees having four (4) years of service and less than five (5) years of service, and employees having ten (10) years of service and less than eleven (11) years of service as of June 30th in any year, will have additional vacation days prorated as follows:

<u>Date of Employment</u>	<u>Additional Vacation Days</u>
July, August, September	4
October, November, December	3
January, February, March	2
April, May, June	1

- c) Unit members shall be entitled to use vacation days to take up to three (3) long weekends during the usual summer vacation period.
- d) In the third week prior to Labor Day weekend, a maximum of thirty (30%) percent of the Unit members shall be allowed to use vacation days. No unit member may take vacation in the two week period immediately preceding Labor Day weekend.
- e) No Unit member may request a change in his/her vacation more than once after the initial request is approved.

12. All personnel covered by this agreement shall be allowed twelve (12) sick days a year cumulative to 180 days, except that ten (10) month employees shall be allowed ten (10) sick days leave per year cumulative to 150 days. A doctor's note shall be required after an absence of three (3) or more days, but this shall not preclude the requirement of such a note by the Director of Facilities and Operations at any time in individual cases where attendance record is in question.

13. A. **Health Insurance** - The District will continue to provide health/hospitalization insurance for all eligible Unit members and their dependents. All Unit members covered by such insurance shall be required to contribute towards the cost of premium for such health/hospitalization insurance.

1. Full time Unit members who are first employed by the District in this capacity on or after July 1, 2004 shall contribute thirteen percent (13%) of the cost of premium for either individual or family coverage.

2. Full time Unit members who were first employed by the District in this capacity

prior to July 1, 2004 and who, during 2003-2004, contributed ten percent (10%) of the cost of premium for either individual or family coverage, shall continue to contribute ten percent (10%) of the cost of premium for either individual or family coverage from July 1, 2004 through June 30, 2005.

3. Effective July 1, 2004, all full time Unit members who during 2003-2004 contributed one-half (1/2) of one-percent of salary for individual coverage or one percent (1%) of salary for family coverage shall contribute 7.5% of the cost of premium for either individual or family coverage.
4. Effective July 1, 2005, all full time Unit members, employed prior to July 1, 2004, shall contribute ten percent (10%) of the cost of premium for either individual or family coverage.
5. Effective July 1, 2006, irrespective of the date hired, all full time Unit members shall contribute thirteen percent (13%) of the cost of premium for either individual or family coverage.

Said contributions shall be deducted from each paycheck in equal installments.

**B. Declination of Coverage**

1. Unit members shall have the option to withdraw from or elect not to participate in the health and hospital insurance family plan provided they are covered under a spouse's health coverage. Unit members who exercise this option shall notify the District of their intentions in writing by June 1. Effective July 1, 2004, each such Unit member shall receive a sum equal to 50% of the premium (hereinafter referred to as the "declination benefit") the District would have paid on his/her behalf based on the premium in effect

the preceding January 1<sup>st</sup>. Effective July 1, 2005, each such Unit member shall receive a sum equal to 47.5% of the premium the District would have paid on his/her behalf based on the premium in effect the preceding January 1<sup>st</sup>. Effective July 1, 2006, each such Unit member shall receive a sum equal to 45% of the premium the District would have paid on his/her behalf based on the premium in effect the preceding January 1<sup>st</sup>. Unit members new to the District must notify the District of their intentions within 15 calendar days following their first day of employment. Such payment shall be made in two installments, i.e., in the final paycheck in December and the final paycheck in June in the school year in which no health and hospital insurance was provided.

2. **Reinstatement** - Unit members who have withdrawn from the health and hospital insurance plan as described in paragraph B.1. shall, upon request, be reinstated to coverage subject to the rules and regulations of the health insurance plan in effect at the time of reinstatement. If the unit member requests reinstatement during the school year for which the unit member had exercised his/her option as described in paragraph B.1. above, the unit member shall receive a prorated portion of the declination benefit based on the premium in effect the preceding January 1.
  
3. **Dual Coverage** - Unit members whose spouses are also employed by the District and eligible for participation in the District's health and hospital insurance plan shall be entitled to only one family health and hospital plan between the two employees. Such individuals will have the following choices as regards their District-provided health and hospital coverage:



- i. One family plan, one individual plan, and no declination benefit.
- ii. Two individual plans and no declination benefit.
- iii. One family plan, no individual plan, and one declination benefit.

14. All personnel covered by this agreement shall be entitled to two (2) personal days after one (1) year of service. Unused personal days shall be added to an employee's sick day accumulation. Such accumulation shall not exceed the limits prescribed above. Application for approval for a personal day shall be made reasonably in advance. A reason must be stated for all personal day requests. All applications shall require the approval of the Director of Facilities & Operations or his designee.

15. An employee who suffers a personal injury in the actual performance of his assigned duties and is absent as a result thereof shall be paid for such days of absence up to the extent of his accumulated sick leave. Upon his return to duty on a full time basis, his sick day bank, except those days in "A", "B", "C" and "D" below, will not be diminished. Such injury shall be reported immediately to the school nurse in the building.

- a) During the 1982-83 school year, the first two (2) days shall not be restored.
- b) Effective July 1, 1983, the first three (3) days shall not be restored.
- c) Effective July 1, 1984, the first four (4) days shall not be restored.
- d) Effective July 1, 1986, the first seven (7) days shall not be restored for employees first hired on or after July 1, 1986 or thereafter.

16. If an employee is requested by the Board to work out of title as Heal Custodian, Grounds Supervisor or Maintenance Supervisor I as a result of the absence of the person holding that title, and such absence continues for a period of fifteen (15) days or more exclusive of vacations,

he/she will be compensated in accordance with that title with such compensation to be effective fifteen (15) days after the actual commencement of the performance of such out of title work and such compensation shall be retroactive to the first day of this assignment.

17. The Board reserves the right to make promotions and transfers on the basis of merit as the needs of the district indicate. Seniority will be considered, but shall be determinative only when the Board judges that the skill and ability and qualifications of employees involved are equal.
18. Upon request made reasonably in advance, an employee shall be permitted to examine his personnel file with the exception of original letters of recommendation and pre-employment information.
19. The parties note that Sec. 3028 of the Education Law provides in part that "...each Board of Education...shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in defense of (an) employee in any civil or criminal action against any pupil of the district while in the discharge of his duties within the scope of his employment." The foregoing simply an extract of the section and is not intended to be a complete statement of the law to which reference should be made in any given instance.
20. In the event of any prolonged illness or other physical incapacitation resulting in a continuous absence for more than 30 days, and after the exhaustion of all accumulated sick days credited to him, an employee will be entitled to the use of vacation days to the extent of full days then earned. This provision shall be subject to such medical substantiation as the Director of Facilities & Operations may require.

21. In the event employment is terminated by reason of ill health (subject to medial substantiation) or involuntary separation through no fault of the employee after one or more years of service or retirement after ten or more years of service, an employee will be paid for vacation days to the extent of full days then earned. In the event of the death of an employee after one or more years of service, such payment will be made to his estate.
22. The Board shall provide to each full time employee covered by this agreement effective July 1, 1974, a fully paid group term life insurance policy in the amount of \$5,000. Effective July 1, 1979, group term life insurance shall be increased from \$5,000 to \$7,500. Effective March 1, 1983, group term life insurance shall be increased from \$7,500 to \$10,000.
23. **Reimbursement for Unused Sick Leave** - Any Unit member who submits to the Director of Facilities & Operations or to the Superintendent of Schools before May 1st of any school year a written statement of retirement under the New York State Employee's Retirement System to take effect at the end of June of that school year shall be eligible for payment of his unused sick leave. This payment shall be included in the last salary voucher. For employees who retire other than at the end of the school year, 90 days' written notice in advance is similarly required. Effective July 1, 2004, the accumulated sick leave payment shall be at the rate of \$55.00 per day to a maximum of 180 accumulated sick leave days. In the event retirement for any reason does not become effective, the sum advanced shall be returned to the District.
- In addition, in the event of the death of an employee after one or more years of service, such payment will be made to her/his estate. The estate of the deceased employee will be reimbursed for the value of her/his accumulated sick and personal days at the daily rate for reimbursement

of unused sick leave which is in effect at the time of death.

24. The Board will provide female cleaner attendants with smocks.

25. **Dental Insurance** - In the school year commencing July 1, 2004, the Board agrees to contribute the sum of \$175.00 per year for each Unit member participating in the individual plan, and \$325.00 per year for each Unit member participating in the family plan. In the school year commencing July 1, 2005, the Board agrees to contribute the sum of \$180.00 per year for each Unit member participating in the individual plan, and \$425.00 per year for each Unit member participating in the family plan. In the school year commencing July 1, 2006, the Board agrees to contribute the sum of \$180.00 per year for each Unit member participating in the individual plan, and \$425.00 per year for each Unit member participating in the family plan. Such plan will be selected by the Board after consultation with the Association.

26. The parties agree to form a joint committee to study the issue of Monday to Friday workweek.

27. **Long Term Illness Protection Plan**

Effective July 1, 1993, all unit members who have completed three (3) or more years of continuous service in the district who have been absent from work for over twenty (20) consecutive work days due to a medically certifiable illness and who have expended their sick bank salary protection shall be eligible for coverage under the self-insured district long term illness protection plan in accordance with the following regulations and procedures:

1. Application for coverage can be arranged by contacting the District Personnel Office in

... advance of the last day of salary coverage.

2. The unit member shall submit by mail or messenger an application for coverage and a written report from his/her family physician concerning his/her illness.  
  
(Forms available in the District Personnel Office).
  
2. The application and the family physician's statement must be approved by the School District Physician. Adequate information shall be provided to allow for a consultation process between the physicians. Periodic verification of continuation of illness may be requested by the Board from the unit member and his/her physician.
  
4. An approved applicant will be eligible to receive coverage at his/her annual base salary per diem rate (1/260) up to a total of \$2,000\* commencing on the first work day of continued illness absence that the unit member is off the payroll by virtue of having expended his or her sick bank\*. Such payment may take into account any benefits received by the unit member from Workman's Compensation.
  - Increase rate to up to \$2,500 for 1994-95
  
5. An individual who has been on extended sick leave benefit and who suffers a relapse or a recurrence of the same illness will assume extended illness allowance at the point reached when he/she returned to duty prior to such relapse or recurrence.
  
6. A total yearly sum of \$12,500 for the each year of the contract shall be allocated by the board of Education for such purposes. Total payments in any one school year shall not exceed that amount and any funds remaining shall not be accumulated or carried over.

7. Unit members who make application for a leave of absence for reasons of extended illness shall be eligible up to the limits of the plan.

8. **Replenishment Clause**

Effective July 1, 1993 all unit members who have completed three or more years of continuous service in the district who have been absent from work for over twenty (20) consecutive work days due to a medically certifiable illness and who have not expended their sick bank salary protection shall be eligible for a replenishment of sick days in the school year following the medically certifiable illness in accordance with the following procedure.

Application for such coverage shall be submitted at the time of illness in accordance with Items 2 and 3 (above).

The number of days to be replenished shall be determined by dividing the unit member's 1/260 annual base salary per diem rate into \$2,000.\* The amount of days returned to the unit member's sick bank shall not cause the bank to exceed the total number of days credited prior to the commencement of the illness.

Such replenishment days shall not result in the unit member claiming sick day bonus allocation. Such allocation shall be computed on the days remaining in the bank at the close of the school year.

- Increase to \$2,500 in 1994-95.

28. **Bereavement Days**

Effective July 1, 1997, each employee will be entitled to five (5) days of personal leave as a result of the loss of an immediate family member. Immediate family shall include: Parent, child,

spouse, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, paternal or maternal grandparents, grandchild, or any other relative living in the employee's immediate household. Such days will not be charged as sick or personal leave and cannot be accumulated.

29. **Snow Days**: Employees who are required to work on days when schools are closed to students due to snow, shall receive two hours of compensatory time for each such day for which the employee works at least a full shift.

## **VIII. GRIEVANCE PROCEDURE**

### **A. Basic Principles**

1. It is the intent of these procedures to provide for the swift and orderly settlement of differences in a fair and equitable manner. The parties agree that it is advantageous to attempt to resolve differences informally and that, in any event, resolution of a grievance at the earliest possible step is agreed to be a most desirable goal.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance under this Agreement to discuss the matter informally with the employee's supervisor, thus having the grievance adjusted, provided that the adjustment is not inconsistent with the terms of this Agreement.
3. Time limits set forth herein shall be strictly construed, and deemed critical, and may only be extended by express written agreement of all parties concerned.
4. No remedy for a claimed violation, misinterpretation, or misapplication of this Agreement

shall be sought without first pursuing the matter in accordance with these procedures through Step 3.

5. If any provision of this procedure or any application thereof to any employee or group of employees in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

## **B. Definitions**

1. A Grievance is a claim by an employee that the Agreement has been violated, misinterpreted or misapplied with respect to him or her.
2. Supervisor shall mean the immediate superior of the employee presenting the grievance.
3. Aggrieved Party shall mean any employee or group of employees filing a grievance.
4. Appeal shall mean the referral of a grievance matter to the next higher Step of consultation in the event that the aggrieved employee or the Association is not satisfied with the solution offered by the lower Step of consultation.
5. Representative shall mean the person designated by the aggrieved person to act or speak on his/her behalf in grievance procedures.
6. Step shall mean successive level of consultation for the purpose of resolving a grievance.
7. Day shall mean a workday.

## **C. Procedure**

1. All grievances shall include the name and position of the aggrieved party, the identity or provisions of this Agreement allegedly violated, the time when, and the place where, the



alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing said event or conditions, and a statement of the nature of the grievance and the redress sought by the aggrieved party.

2. The parties shall not interrupt work activity in any formal phase of the grievance procedure.
3. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be developed by the District in consultation with the Unit's President or his designee. The District shall then have them printed and made available so as to facilitate operation of the grievance procedure.
4. No written grievance will be entertained as described below, and such grievance will be deemed waived, unless a written grievance is forwarded at the first available step within twenty (20) workdays after the employee knew or should reasonably have known of the act or condition on which the grievance is based.
5. If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under the Agreement shall be barred.
6. Failure at any step of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit shall permit an appeal to the next step of the procedure within the time which would have been allotted had the decision been communicated by the final day.

## **STEP 1**

- a. An employee who believes that he/she has a grievance shall within five (5) workdays present, in writing, the grievance to the Association for its consideration. Within fifteen (15) workdays of the receipt of this potential grievance from an employee, the Association must determine whether the concern raised by the employee is a grievance. If the Association determines that the employee has a meritorious grievance, then the following procedure will be adhered to:
  - i. An employee having a grievance pursuant to a. above, shall, within three (3) workdays discuss it with his/her immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.
  - ii. If the grievance is not resolved informally, it shall be reduced to writing and then presented to the Director of Facilities within five (5) workdays of the decision reached in i. above. Within eight (8) workdays after the written grievance is presented, the Director of Facilities shall render a written decision thereon.

## **STEP 2**

- a. If the Association, on behalf of the employee initiating the grievance, is not satisfied with the written decision at the conclusion of Step 1 and wishes to proceed further under this grievance procedure, the Association shall, within ten (10) workdays of receipt of that decision, file a written appeal with the Deputy Superintendent or, if designated by the Deputy Superintendent, the Assistant Superintendent for Business.

- b. Within fifteen (15) workdays after receipt of the appeal, the Deputy Superintendent or the Assistant Superintendent for Business shall confer with the employee and his/her representative.
- c. The Deputy Superintendent or the Assistant Superintendent for Business shall render a decision in writing within ten (10) workdays after the conclusion of this conference noted in b. above.

### **STEP 3**

- a. If the Association, on behalf of the employee initiating the grievance, is not satisfied with the decision at Step 2 and wishes to proceed further under this grievance procedure, then the Association shall, within ten (10) workdays of receipt of that decision, file a written appeal of the decision at Step 2 with the Superintendent of Schools. The grievance record maintained by the Deputy Superintendent or the Assistant Superintendent for Business shall be available for use by the Superintendent of Schools.
- b. Within fifteen (15) workdays after the receipt of an appeal, the Superintendent may hold a hearing on the grievance. The Superintendent shall render a decision, in writing, within ten (10) workdays after the conclusion of the hearing.

### **STEP 4**

- a. If the Association is not satisfied with the decision at Step 3 and wishes to proceed further under this grievance procedure, the Association, within ten (10) workdays of the decision at Step 3, may submit the matter for advisory arbitration in accordance with

the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have no power to alter or modify the provisions of this Agreement.

Fees and expenses incurred by the arbitrator shall be shared equally by the Association and the District.

**D. General:**

Grievances arising from the action of officials other than the immediate supervisor may, where appropriate, be initiated and processed at the next level of the grievance process.

**IX. PROMOTIONS**

All openings for promotional positions and for positions paying higher salary differentials shall be adequately publicized in every school on bulletin boards.

**X. LABOR MANAGEMENT LIAISON**

The Director of Facilities & Operations or his representative and up to three (3) representatives of the Association shall meet at mutually agreed upon times during the year to consult informally on matters of district-wide concern to the personnel covered by this agreement and to facilitate the implementation of this agreement.

A conference day will be scheduled for all employees covered by this agreement. The date thereof will be mutually agreed upon by the parties hereto. The program shall be developed by the Association and shall be for the purpose of increasing the employee's skill in the performance of his assigned duties. Such program outline shall be submitted to the Director of Facilities & Operations before approval shall be granted for such program. It is agreed that all personnel covered by this

agreement shall attend such conference for its entire duration.

## XI. GENERAL

1. Copies of this agreement shall be reproduced by the Board and a copy furnished to each employee.
2. The parties recognize that this agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
3. With respect to matters affecting terms and conditions of employment not covered by this agreement, the Board agrees that it will make no changes in clearly defined policies without appropriate prior consultation and negotiation with the Association.
4. This agreement shall commence as of July 1, 2004 and be effective through June 30, 2007. The parties agree that all negotiable items have been discussed through negotiations leading to this agreement and therefore agree that negotiations will not be reopened on any item whether contained herein or not during the life of this agreement.
5. So long as the Association is the exclusive bargaining agent as aforesaid, the Association and the Association agree to comply with the provisions of the Taylor Law prohibiting strikes as said Law is now in effect or may hereafter be amended.

6. 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 thereof, the parties have set their hand and seal this 8<sup>th</sup> day of September, 2005

**MASSAPEQUA BOARD OF EDUCATION**

BY: *Arlene Martin*  
Arlene Martin, President  
Board of Education

**NASSAU COUNTY CIVIL SERVICE  
EMPLOYEES ASSOCIATION, SCHOOL DISTRICT UNIT 7589**

BY: *Moses Carlo 8-31-05*  
Moses Carlo, President

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME, AFL-CIO**

BY: *Stephanie Jeff 8/31/05*  
Labor Relations Specialist

**Custodial Salary Schedules**

2004 - 2005

	Maintainer	Sr. Maint	Cust/Grnds Bus Driver Maint. Helper	Cleaner	Bus Disp. Cleaner Attend.	Head III	Head II	Head I	Asst. Head	Head Grounds	Maint. Sup. I	Maint Sup 2
Step												
1	\$ 40,795	\$ 46,165	\$ 38,893	\$ 36,914	\$ 25,472	\$ 43,322	\$ 41,611	\$ 40,641	\$ 39,290	\$ 41,425	\$ 42,356	\$ 44,432
2	\$ 45,732	\$ 46,601	\$ 43,621	\$ 41,414	\$ 28,650	\$ 48,538	\$ 46,637	\$ 45,563	\$ 44,163	\$ 46,430	\$ 49,353	\$ 51,429
3	\$ 46,165	\$ 47,038	\$ 44,057	\$ 42,000	\$ 29,368	\$ 48,972	\$ 47,070	\$ 45,995	\$ 44,598	\$ 46,865	\$ 49,978	\$ 52,054
4	\$ 46,601	\$ 47,471	\$ 44,490	\$ 42,000	\$ 29,368	\$ 49,406	\$ 47,507	\$ 46,430	\$ 45,032	\$ 47,302	\$ 50,658	\$ 52,734
5	\$ 47,038	\$ 47,906	\$ 44,926	\$ 42,000	\$ 29,368	\$ 49,842	\$ 47,941	\$ 46,865	\$ 45,469	\$ 47,735	\$ 51,337	\$ 53,413
6	\$ 47,471	\$ 48,358	\$ 45,363	\$ 42,000	\$ 29,368	\$ 50,276	\$ 48,376	\$ 47,302	\$ 45,901	\$ 48,169	\$ 51,974	\$ 54,050
7	\$ 47,906	\$ 48,969	\$ 45,797	\$ 42,000	\$ 29,368	\$ 50,711	\$ 48,810	\$ 47,735	\$ 46,338	\$ 48,605	\$ 51,974	\$ 54,050
8	\$ 48,358	\$ 49,617	\$ 46,248	\$ 42,000	\$ 29,368	\$ 51,164	\$ 49,261	\$ 48,188	\$ 46,792	\$ 49,058	\$ 51,974	\$ 54,050
9	\$ 48,969	\$ 50,266	\$ 46,925	\$ 42,000	\$ 29,368	\$ 51,774	\$ 49,874	\$ 48,798	\$ 47,399	\$ 49,668	\$ 51,974	\$ 54,050
	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -					





**Custodial Salary Schedules**

2006 - 2007

	Maintainer	Sr. Maint	Cust/Grnds Bus Driver Maint. Helper	Cleaner	Bus Disp. Cleaner Attend.	Head III	Head II	Head I	Asst. Head	Head Grounds	Maint. Sup. I	Maint Sup 2
Step												
1	\$ 43,924	\$ 49,707	\$ 41,877	\$ 39,745	\$ 27,426	\$ 46,645	\$ 44,803	\$ 43,759	\$ 42,304	\$ 44,603	\$ 45,605	\$ 47,840
2	\$ 49,241	\$ 50,176	\$ 46,967	\$ 44,591	\$ 30,848	\$ 52,262	\$ 50,215	\$ 49,058	\$ 47,551	\$ 49,992	\$ 53,139	\$ 55,374
3	\$ 49,707	\$ 50,647	\$ 47,437	\$ 46,110	\$ 32,129	\$ 52,729	\$ 50,681	\$ 49,523	\$ 48,019	\$ 50,460	\$ 53,812	\$ 56,047
4	\$ 50,176	\$ 51,113	\$ 47,903	\$ 46,110	\$ 32,129	\$ 53,196	\$ 51,152	\$ 49,992	\$ 48,486	\$ 50,931	\$ 54,544	\$ 56,779
5	\$ 50,647	\$ 51,581	\$ 48,372	\$ 46,110	\$ 32,129	\$ 53,665	\$ 51,619	\$ 50,460	\$ 48,957	\$ 51,397	\$ 55,276	\$ 57,511
6	\$ 51,113	\$ 52,068	\$ 48,843	\$ 46,110	\$ 32,129	\$ 54,133	\$ 52,087	\$ 50,931	\$ 49,423	\$ 51,865	\$ 55,961	\$ 58,196
7	\$ 51,781	\$ 52,925	\$ 49,510	\$ 46,110	\$ 32,129	\$ 54,802	\$ 52,754	\$ 51,597	\$ 50,093	\$ 52,534	\$ 55,961	\$ 58,196
8	\$ 52,268	\$ 53,624	\$ 49,996	\$ 46,110	\$ 32,129	\$ 55,289	\$ 53,241	\$ 52,085	\$ 50,582	\$ 53,022	\$ 55,961	\$ 58,196
9	\$ 52,925	\$ 54,322	\$ 50,725	\$ 46,110	\$ 32,129	\$ 55,946	\$ 53,900	\$ 52,742	\$ 51,236	\$ 53,679	\$ 55,961	\$ 58,196

27.29

27.64