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Contract Database Metadata Elements

Title: **William Floyd Union Free School District and the William Floyd Maintenance, Custodial and Ground Unit, CSEA Local 1000, AFSCME, AFL-CIO, Suffolk Educational Local 870 (2006)**

Employer Name: **William Floyd Union Free School District**

Union: **William Floyd Maintenance, Custodial and Ground Unit, CSEA, AFSCME, AFL-CIO**

Local: **Suffolk Educational Local No. 870, 1000**

Effective Date: **07/01/06**

Expiration Date: **06/30/10**

PERB ID Number: **6527**

Unit Size: **N/A**

Number of Pages: **30**

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BC/6529

COLLECTIVE BARGAINING AGREEMENT

between

**WILLIAM FLOYD UNION FREE SCHOOL DISTRICT
of the
MASTICS-MORICHES-SHIRLEY**

and

**Civil Service Employees Association Inc.,
Local 1000 AFSCME, AFL-CIO,
WILLIAM FLOYD
MAINTENANCE/CUSTODIAL/GROUNDS UNIT
Suffolk Educational Local No. 870
CSEA/AFSCME, AFL-CIO**

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

DEC 14 2009

ADMINISTRATION

July 1, 2006.....June 30, 2010

TABLE OF CONTENTS

ARTICLE I	Recognition.....	1
ARTICLE II	Agency Shop/Dues Deduction	2
ARTICLE III	Appointments.....	2
ARTICLE IV	Employment Conditions	2
ARTICLE V	Salaries.....	8
ARTICLE VI	Promotions/Transfers.....	9
ARTICLE VII	Longevity	9
ARTICLE VIII	Fringe Benefits.....	10
ARTICLE IX	Holidays	11
ARTICLE X	Leaves	12
ARTICLE XI	Vacation	15
ARTICLE XII	Separation Pay / Retirement Incentive.....	16
ARTICLE XIII	Sick Day Purchase Option	19
ARTICLE XIV	Layoff/Recall.....	19
ARTICLE XV	Seniority.....	19
ARTICLE XVI	Grievance Procedure.....	20
ARTICLE XVII	Labor/Management Relations Committee	21
ARTICLE XVIII	Union Leave Time	21
ARTICLE XIX	Perfect Attendance Bonus.....	21
ARTICLE XX	Attendance or Job Performance Review.....	21
ARTICLE XXI	Modified Work Assignment	22
ARTICLE XXII	Supervisory Roles	23
ARTICLE XXIII	Legislative Approval.....	23

COLLECTIVE BARGAINING AGREEMENT

between the

**BOARD OF EDUCATION
William Floyd Union Free School District
of the Mastics-Moriches-Shirley**

and

**Civil Service Employees Association Inc.,
Local 1000 AFSCME, AFL-CIO,
WILLIAM FLOYD
MAINTENANCE/CUSTODIAL/GROUNDS UNIT
Suffolk Educational Local No. 870
CSEA/AFSCME, AFL-CIO**

July 1, 2006.....June 30, 2010

I. RECOGNITION

The Board of Education of the William Floyd Union Free School District, hereinafter “the District”, of the Mastics-Moriches-Shirley, in accordance with the provisions of Article 14, Section 204 of the Civil Service Law grants exclusive recognition to the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, hereinafter “the Association”, the recognized union by the William Floyd Maintenance/Custodial/Grounds Unit, Suffolk Educational Local No. 870, CSEA/AFSCME, AFL-CIO as the negotiating agent for the maintenance, custodial and Grounds employees. Recognition is based on the pledge that the William Floyd Maintenance /Custodial/Grounds Unit may not participate in strike action against the District.

The employer, its supervisors, chief and head custodians, or other representatives shall not solicit, negotiate or enter into any agreement or arrangement with any employee who falls within the scope of this agreement. In the event any such agreements are made, they shall not serve to void any portion of the contract or set any precedent contrary to the provisions of this contract. Upon notice from the union, the employer shall cease and desist compliance with such extra-contractual agreement retroactive to date of actual agreement, providing such agreement is in violation of contract.

The bargaining agent shall be granted time to process a grievance or contact its employees if necessary; provided, however, where time is requested to file a grievance or to contact employees during work hours, notice to the Superintendent shall be given. The Superintendent’s determination as to the necessity of taking such time shall be final; in all cases CSEA representative shall attempt in the first instance to arrange meeting during non-working hours.

II. AGENCY SHOP/DUES DEDUCTION

After a full-time employee within the jurisdiction of this bargaining unit has completed thirty (30) days of employment to the District, the Association shall have exclusive rights to payroll deductions of dues and premiums for union-sponsored insurance and benefit programs, and agency shop fee deductions for all employees covered by this Agreement. Such dues and/or agency shop fees shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Association. The District shall, following each pay period, deduct such dues or agency fees from bargaining unit members' paychecks and transmit the amounts so deducted to the Civil Service Employees Association, Albany, New York.

The Association shall be obligated to create and maintain a fully legal and adequate refund procedure for agency payers who object to illegal expenditures.

The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability, including reasonable attorney's fees, that shall arise out of or by reason of actions taken or not taken by the District for the purposes of this article.

III. APPOINTMENTS

A. All employees shall be required to be fingerprinted prior to beginning employment in accordance with applicable law.

B. All new employees shall be required to be examined by a licensed medical doctor, at the District's expense, prior to beginning employment as a custodial/maintenance/grounds worker in the District. The written medical documentation shall indicate the employee's capacity to fulfill the essential functions of the position.

C. All employees hired on or after March 1, 2004 shall serve a probationary period of eighteen (18) months prior to being granted a permanent appointment. Employees granted a permanent appointment shall be subject to the provisions of Article V, Section 75 of the Civil Service Law as though they were competitive employees. Notwithstanding the above, those members of the unit in non-competitive or labor class positions who are hired on or after July 1, 2008, shall not be entitled to the benefits or protections of Section 75 until they have completed three (3) years of service in the District.

IV. EMPLOYMENT CONDITIONS

A. Vacancies – All vacancies shall be posted within ten (10) days of the occurrence of the vacancy. All vacancies will be posted one (1) time only for a period of seven (7) calendar days. All postings for custodial positions shall include the specific area in which the custodian will be assigned.

Only full-time employees who completed a minimum of twelve (12) consecutive months of service to the District will be eligible to bid for vacancies. Persons not in their present

building assignment for a minimum of six (6) months will be ineligible to bid. Bidders will be allowed to bid on a first and second choice of positions posted.

Preference with regard to the filling of vacancies will be given to the senior employee, if in the opinion of the Assistant Superintendent for Human Resources said employee is qualified to do the job in question, has demonstrated he/she will conscientiously perform the functions of the job, and placement of said employee shall not adversely affect the mission and purpose of the District. The above-referenced opinion shall be exercised in accordance with the standards set forth in this clause.

Positions to be eliminated as a result of normal attrition may not be posted at the discretion of the District. "Normal attrition" means the occurrence of a vacancy due to the resignation or retirement of an employee.

B. All employees shall perform work within specific job titles. Each employee shall have access to his/her appropriate Civil Service title's job description reflecting general duties inherent in his/her title and be expected to perform those duties and responsibilities. Duties and responsibilities within a specific job title may be rotated in an effort to equalize work loads or improve efficiency of custodial services. Nothing stated above shall deny management of its right to assign work in order to keep its facilities operational.

C. Work Week – All employees are required to work five (5) consecutive days, for a maximum of thirty seven and one half (37½) hours per week. Absent the notice provided for herein, the District shall not change the starting or ending time of any employee's shift by more than two (2) hours in any three (3) month period. Notice of such shift change shall be given at least fourteen (14) days in advance of the commencement of the new shift.

Employees affected by the proposed shift change shall have the authority to bump less senior employees. The District shall recognize a maximum of five (5) bumps per shift change.

An employee whose scheduled shift overlaps with a holiday (designated on the holiday calendar established by the Director of Facilities) shall be permitted to perform his/her duties during the preceding shift to the extent that the scheduled shift overlaps in time with the holiday. For example, if a holiday begins at 12:00 a.m. and the scheduled shift runs from 8:00 p.m. to 4:00 a.m., an employee may work from 4:00 p.m. to 12:00 a.m. during the eight (8) hour period preceding the start of the holiday. Failure to exercise this option will not entitle the employee to the double time rate of pay for those hours that the employee works on the date of the holiday.

Emergency Call Back – Except for pre-scheduled work and/or emergency work immediately prior to or after the employee's normal workday, employees directed to and who report before or after the employee's normal workday, or on the employee's scheduled day off, shall be paid for the actual hours worked with a minimum guarantee of three (3) hours pay at the applicable rate. Call backs on the employee's seventh day shall be paid at double time for time actually worked. At no time will an employee be paid less than one (1) hour at double time for a call back in the seventh day. Call backs on holidays shall be paid at double time for three (3) hours or time actually worked, whichever is greater.

D. Overtime

1. Rotation of Overtime

- a. Custodial Staff - The District shall maintain a rotating overtime list by building. The building list will be updated on July 1, October 1, January 1 and April 1 to reflect any changes in seniority within the building. Employees shall be offered overtime by seniority and within job titles. Refusal of overtime shall be shown on the rotation list as time worked. If the employee is absent or could not be contacted for overtime, that employee will be marked absent and the next most senior individual will be offered the overtime. When the next opportunity for overtime arises, the person marked with an absence shall be given the right of first refusal for overtime. After those marked absent have either accepted or refused the overtime offered, the rotation continues where it left off had no absences occurred.

The District shall determine whether there is a need for overtime work and how many employees are needed for such work. Once such a determination has been made, the Unit Building Representative in the building shall be responsible for canvassing the building list as set forth herein and, if the list is exhausted without a sufficient number of volunteers, shall immediately notify the Head/Chief Custodian.

The format outline in Appendix 1, which is made a part of this Agreement, shall be used to record overtime in every building. The District shall use custodians from the building requiring the overtime when the overtime is scheduled in advance for planned activities beyond the normal work schedule. If no one is available, the District will canvass the other buildings if practicable before calling substitutes. The process for assigning this overtime on a rotating basis shall be as follows:

The Association shall provide the District with a District wide list of employees interested in overtime. The list shall be prepared in seniority order so that the most senior employee shall be first and the least senior employee last. The list will be updated by the Association on July 1, October 1, January 1, and April 1 to reflect any changes in seniority or employees interested in overtime. Overtime shall be offered on a seniority basis in accordance with the overtime list. The District shall canvas the first ten (10) names on the list to offer overtime. If after ten (10) employees have been contacted, the District has not located an employee for overtime, the District shall determine which employee shall be assigned the overtime. Refusal of

overtime shall be shown on the rotation list as time worked. If the employee is absent or could not be contacted for overtime, that employee will be marked absent and the next most senior individual will be offered the overtime. When the next opportunity for overtime arises, the person marked with an absence shall be given the right of first refusal for overtime. After those marked absent have either accepted or refused the overtime offered, the rotation continues where it left off had no absence occurred. The format outlined in Appendix 1, which is made a part of this Agreement, shall be used to record overtime in the District.

- b. Maintenance and Grounds Departments - The maintenance and grounds departments shall maintain their own separate overtime lists. The procedure for selection of overtime for custodial employees shall apply to the maintenance and grounds departments except that canvassing shall not be required. If no maintenance and grounds personnel are available for overtime, the District will assign overtime to any willing individual which the District deems qualified.
- c. All Departments/Buildings:
 - 1) The District may in its discretion utilize substitutes to fill in for absent bargaining unit members.
 - 2) Sick days taken immediately preceding overtime work shall not be valid without medical verification.

2. Calculation of Overtime

- a. Overtime pay (time and one-half regular hourly rate) will be paid for credited hours which exceed thirty seven and one half (37½) hours per week. Scheduled overtime on the employee's "sixth" day will be paid at time and one-half. Scheduled overtime on the employee's "seventh" day or scheduled holiday will be paid at a double time rate.
- b. Credited hours for determining hours per week shall include only the following:
 - 1) Scheduled holidays in which the employee is paid his/her regular daily rate of pay.
 - 2) Scheduled vacations in which the employee is paid his/her regular daily rate of pay.
 - 3) Bereavement days which have been approved for payment.

- 4) Sick days taken immediately preceding overtime if the employee submits a physician's verification of the illness for each such sick day.
- 5) Absence from work without pay or valid excuse acceptable to the District shall not be considered credited hours for determining overtime.
- 6) Jury duty will be considered time worked for purposes of calculating overtime.
- 7) The three (3) personal days credited to each employee each year shall be considered as time worked for the purposes of calculating overtime. If an additional two (2) personal days are approved, those days will not count as time worked for purposes of crediting overtime.

E. Uniforms – All employees shall wear the approved uniforms which will be issued by no later than September 30 of each year. All unit members who have been issued a uniform must report to work each day wearing that uniform and approved safety shoes. If any employee arrives for their shift not wearing both the approved uniform and safety shoes, they will be sent home and will not be paid for the shift or remaining portion thereof that they would otherwise have worked.

Winter jackets and foul weather gear shall be provided to all groundsmen, maintenance men and the material control clerk. Two (2) sets of foul weather gear (jackets and pants) shall be issued to each building by September 30th of each year and will be under the control of the Head Custodian.

The District shall provide all custodians who have successfully completed their probationary period with one (1) winter jacket. Each such permanent custodian shall be provided with one (1) new winter jacket by no later than September 30th every three (3) years thereafter (*e.g.*, November 2004, September 2007, September 2010, etc.).

Probationary custodians shall receive one (1) winter jacket upon the successful completion of their probationary period, including any extensions thereof, as follows:

- a. Those custodians who successfully complete their probationary period, including any extensions thereof, between March 1st and September 30th, shall be provided with one (1) winter coat by no later than September 30th following the successful completion of their probationary period. Such custodians shall be provided with one (1) new winter jacket by no later than September 30th every three (3) years thereafter (*e.g.*, October 2004 – February 2005, September 2007, September 2010, etc.).
- b. Those custodians who successfully complete their probationary period, including any extensions thereof, between October 1st and February 29th shall be provided one (1) winter coat within ten (10) days following the

successful completion of their probationary period. Such custodians shall be provided with one (1) new winter jacket by no later than September 30th every three (3) years thereafter (e.g., October 2004 – February 2005, September 2007, September 2010, etc.).

All members of the unit shall receive a shoe allowance of \$100.00 per school year.

Lost or stolen gear shall be the responsibility of the employee.

F. Meal Allowance - Employees required to work more than nine (9) consecutive hours of work will be entitled to a \$6.00 meal allowance. After twelve (12) consecutive hours of work, employees will be entitled to another \$6.00 in meal allowance. More than fifteen (15) consecutive hours will entitle employees to an additional \$6.00. Effective June 1, 2008, the meal allowances set forth above shall be increased to \$7.00.

G. Medical Examinations - The Board of Education reserves the right to require any employee to be examined by a school-appointed physician at District expense in order to determine the employee's ability to perform the essential functions of his/her position.

H. Reasonable Suspicion Drug/Alcohol Testing - In order to help provide a safe work environment and to protect staff members, students and the public by insuring that District personnel have the ability to perform their assigned duties, the District may require employees to submit to drug/alcohol testing where there is reasonable suspicion of improper drug or alcohol use as set forth below:

- a. The order to submit to testing must be justified by a "reasonable suspicion" that the employee is under the influence of illegal controlled substances or alcohol while on duty or has engaged in the use, sale, distribution, or possession of illegal controlled substances or alcohol while on duty.
- b. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified hunches or intuitive feelings do not meet the standard.
- c. "Reasonable suspicion" is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. "Reasonable suspicion" must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.
- d. Disputes concerning the matter of whether the District had "reasonable suspicion" to order a test shall be subject to review by the Hearing Officer during the disciplinary process if disciplinary charges are pursued as a result of a positive test result.
- e. The decision to test an employee shall be made by the Assistant Superintendent for Human Resources or the Assistant Personnel

Administrator or the Assistant Plant Facilities Administrator, or, in their absence, their designee, in accordance with the standards discussed above.

- f. It is intended that where a decision is made to test, the employee will be given a direct order to submit to the test and advised of his/her right to have a Union representative present for such testing, but the test shall not be delayed more than one (1) hour to accommodate the presence of a Union official or to give the employee an opportunity to talk with a Union representative. The Union shall be notified of such order. The test shall be conducted immediately thereafter. The employee shall be given a brief verbal statement of the basis for reasonable suspicion, which shall be confirmed in writing within five (5) working days from the test.

V. SALARIES

A. Increases shall be as follows for all employees:

All members of the unit shall receive an increase in their base salary each year as follows:

Effective July 1, 2006	(4.25%	+ \$200 if completed b/w 10-15 yrs svc in Dist., or,
Effective July 1, 2007	(+ \$400 if completed b/w 16-20 yrs svc in Dist., or,
Effective July 1, 2008	(+ \$600 if completed 21+ yrs svc in Dist.
Effective July 1, 2009	(

(The flat dollar additions (\$200/\$400/\$600) are to be added after the application of the 4.25% increase each year, are to be based on completed years of service in the District as of July 1 and are to be added to the base salary.)

To be eligible for any retroactive salary increases, an employee must have been on the active payroll on the effective date of the salary increase and on July 1, 2006, but shall exclude any employee who has resigned in lieu of disciplinary action. Any retroactive pay due an employee as a result of the salary increases set forth above, shall be paid to the employees as soon as practicable.

Entry Level salaries shall be as follows:

Custodian	\$31,974
Maintenance.....	\$32,987
Grounds.....	\$32,536

- The employer may in its sole discretion appoint a lead custodian to supervise a work shift of its choice. In such an event the person selected shall be paid an additional stipend of twelve (12%) percent above the employee's then-current base salary. Base salary is defined as the then-current salary entitlement minus emergency call back pay, longevity pay, overtime pay or similar incentives paid to an employee for work performed beyond his/her scheduled work assignment. Appointment as a lead custodian may be rescinded at any time and such rescission shall not be subject to the grievance procedure provided for in this Agreement.

B. Out-of-Title-Pay - Where out-of-title service by reason of the unavailability of an employee in title and a custodian, maintenance mechanic or groundsman is called to serve in such capacity for a period of four (4) hours or more in any given day (including Saturday & Sunday), such employee shall receive two (2) hours of pay at the rate of time and a half. Requests for time and a half payments under this provision will be reviewed and approved by the Director of Facilities.

C. Night Differential - An employee shall receive, in addition to his/her regular salary, an amount equal to 10% of his/her salary if assigned to a shift starting later than 3:00 p.m. For shifts commencing between 12:00 noon and 3:00 p.m., ten (10%) percent differential shall be paid for time worked after 3:00 p.m.

VI. PROMOTIONS/TRANSFERS

A1. In cases of layoffs and vacation selection, seniority shall be the determining factor.

A2. In cases of transfers and promotions, preference shall be given to the senior employee, if in the opinion of the Assistant Superintendent of Human Resources, said employee is qualified to do the job in question, has demonstrated that he/she will conscientiously perform the functions of the job, and placement of said employee does not adversely effect the mission and purpose of the District.

B. Between Job Classifications - Employees promoted to or transferring from one job classification to another shall be paid as follows:

Custodial to Grounds	\$700
Grounds to Maintenance	\$700
Custodial to Maintenance	\$1350

For employees moving from a higher paid category to a lower paid category, an amount will be deducted equal to the amount added to his/her salary when he/she first moved to a higher paid category.

Employees entering the grounds or maintenance category and subsequently transferring to the custodial category will maintain seniority.

VII. LONGEVITY

Effective July 1, 2000, employees with four (4) or more years of continuous service shall be awarded cumulative longevity payments. Longevity pay shall be computed on the employee's adjusted anniversary date of employment in the District. Longevity pay shall be as follows:

<u>2006-2010</u>	\$500 upon completion of four (4) years of service
	\$875 upon completion of eight (8) years of service
	\$975 upon completion of twelve (12) years of service
	\$1,075 upon completion of sixteen (16) years of service
	\$1,475 upon completion of twenty (20) years of service

Employees eligible for longevity payments as determined by their anniversary date shall receive such payment based on their anniversary date. Payment shall be made on the first pay period following their anniversary date for each of the years indicated. Upon separation from employment, longevity payments shall be pro-rated for service of less than a full year.

VIII. FRINGE BENEFITS

A. All eligible employees who elect to obtain medical, dental and/or vision insurance from the District shall be entitled to participate in the District's plans as set forth herein.

Dental and Vision Insurance – Effective July 1, 1992, dental benefits shall equate with current Teachers' Association Plan except that all participating employees shall be required to use PPO (Participating Providers). A minimum of 50 Suffolk County dentists must be signed up for the PPO plan to be effective. Any member of the unit who utilizes a non-PPO dentist will be reimbursed at PPO rates.

Upon completion of the first six (6) months of the probationary period, the employee shall be entitled to subscribe to the District-wide dental and optical plans.

Health Insurance – The health insurance and prescription drug plans shall be the equivalent of the Island Group Plan 5, self-insured by the District and administered by a third-party administrator.

The following changes shall be made to the coinsurance, co-pays and deductibles of the current Island Group Plan 5 (Empire 2007 clone) health insurance Plan as follows:

- Effective June 1, 2008, the Plan will replicate the Empire co-pays, coinsurance and deductibles of the Empire 2007 plan.
- Effective January 1, 2009, the Plan will replicate the Empire co-pays, coinsurance and deductibles of the Empire 2008 plan.
- Effective January 1, 2010, the Plan will replicate the Empire co-pays, coinsurance and deductibles of the Empire 2009 plan.

One hundred (100%) percent of the premium cost as determined by Island Group Administration, Inc., of individual and family coverage shall be paid for by the District for employees enrolled in district medical, prescription drug, optical plans and dental plans as of July 1, 2004.

Effective July 1, 2004, ninety-five (95%) percent of such cost shall be contributed by the District and five (5%) percent by the eligible employee for individual and family coverage for those employees who enrolled in the District medical, prescription drug and optical plans and/or dental plans in or after July 1, 2004. Upon satisfactory completion of the eighteen (18) month probationary period, the District shall pay one hundred (100%) percent of the premium costs of individual and family coverage for such employees.

Members of the unit shall not be eligible for the District's health insurance and prescription drug coverage while eligible for coverage under the plan of a spouse that provides

for the Island Group Plan 5 or for a plan which matches the Island Group Plan 5 or a plan which provides better coverage and for which the spouse's employer contributes ninety (90%) percent of the premium or more. If the spouse's employer contributes eighty-five (85%) percent to eighty-nine (89%) percent of the premium, the District may, at its option, decline to cover the unit member and pay to the unit member an amount equivalent to the difference between the spouse's percentage coverage and ninety (90%) percent coverage.

When a husband and wife are each an employee in the District only one (1) shall be eligible to enroll in the health insurance plan provided under this collective bargaining agreement. It shall be the sole discretion of the affected couple to designate which of them shall be the health plan enrollee.

The District may replace the existing health, dental or vision plans provided:

1. It gives the Association sixty (60) days' notice; and
2. It consults with the Association and no written objection is received within such sixty (60) days.

If the Association objects to a switch in plans, it shall advise the District during the sixty (60) day period outlined above and simultaneously file a demand for binding arbitration. In such case, the arbitrator shall commence hearings on such grievance within thirty (30) days and shall render a decision within fifteen (15) days of the close of the hearing.

The standard to be used by the arbitrator to determine whether a switch can be made shall be whether the new plan(s), taken as a whole, is/are substantially equal to the prior plan(s).

No switch in plans shall be made until the arbitrator has ruled on the grievance.

B. Pension Plan – The District shall contribute into the employees' retirement plan 75i for Tier I and Tier II employees. In addition, the District shall provide the guaranteed ordinary death benefit as per the appropriate tier under the New York State Employees' Retirement System.

C. Life Insurance – Effective April 1, 2001, the District shall pay one hundred (100%) percent of the cost of a group term life insurance policy providing a death benefit of not less than \$25,000 for each unit member. Each member shall have the option of securing an additional \$5,000 at his/her own expense. The death benefit shall be subject to the applicable terms and conditions of the carrier and/or plan. The death benefit shall be increased to \$50,000 effective July 1, 2008.

IX. HOLIDAYS

Employees shall be entitled to fifteen (15) paid holidays. All other holidays shall be mutually agreed to by the employees' unit, the supervisors' unit and the Superintendent of Schools. Under no conditions shall Election Day be deemed a holiday, nor shall holidays occur when school is officially in session.

X. LEAVES

A. Sick Leave – Employees shall accrue sick days at the rate of one (1) day per month of actual service to the District. Employees who complete one (1) year of service by July 1 shall be advanced six (6) days, plus one-half (½) sick day per month for a total of twelve (12) days per year. New employees earn one (1) sick day for each month of employment. Sick leave is cumulative to a maximum of two hundred and fifteen (215) days. Employees shall be required to furnish a doctor’s certificate for any illness lasting three (3) or more consecutive work days and/or when the District has reasonable grounds to believe that sick leave is being abused. The certificate shall contain a statement by a physician as to the nature of the illness, the date(s) upon which the employee needed to absent himself/herself from work and verification of his/her ability to return to his/her normal duties.

If an employee separates from the District before accruing days used, they shall have the value of “borrowed” days deducted from their final paycheck, or if such check is insufficient, shall repay the District.

Employees shall provide a minimum of one (1) hours’ notice prior to the start of the regular shift to be eligible for paid sick leave. If such notice is not provided, the employee will be docked for the day.

B. Workers’ Compensation Leave - Employees injured during the course of their employment who have accumulated sick leave may use such accumulated sick leave for absences due to such injury.

An employee who elects to expend sick days available to him/her for a period for which such employee has submitted a Workers’ Compensation Claim, shall pay any monies received by that employee pursuant to that claim, minus any personal injury money, to the school district; provided, however, that said employee shall have restored to him/her the actual number of sick days so expended, multiplied by the fraction represented by the amount of the workers’ compensation settlement over the employee’s salary entitlement for the time period the employee was disabled. Thus, for example, where:

workers’ compensation award equals \$1,200;
sick days so expended equal 20;
salary for 20-day period equals \$2,000;
then,
 $20 \text{ days} \times \frac{1,200}{2,000} = 12 \text{ days restored to employee}$

C. Long Term Disability – Effective March 1, 2004, members of the unit shall be eligible for the following:

1. *No pre-existing condition:*

- a. Should a unit member experience a serious illness/disability requiring a long term absence, the following shall apply:
- 1) For illnesses or injuries that are not job related, the District shall require the unit member to expend his/her accumulated sick and personal days during the disability plan's waiting period. After the ninety (90) calendar day waiting period, the unit member shall be eligible to receive the monetary disability payment from the plan. This need to use sick/personal leave during the waiting period may be waived under extraordinary circumstances in the sole non-grievable discretion of the Superintendent.
 - 2) For illnesses or injuries that are job related (medical documentation and review required), the District shall not require the unit member to utilize accumulated sick and personal days in order to satisfy the disability plan's ninety (90) calendar day waiting period. The District shall pay the unit member his/her regular salary during the ninety (90) calendar day waiting period. After the ninety (90) calendar day waiting period, the unit member shall be eligible for the disability plan's prescribed payment schedule.

2. *Pre-existing condition:*

- a. Definition – A pre-existing condition shall be defined as “a sickness or injury for which the insured received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the three (3) months prior to the insurers effective date.” The Long Term Disability plan does not provide coverage for any disability caused by, contributed to by, or resulting from a pre-existing condition.

Should a unit member experience an injury or illness that would usually qualify for Long Term Disability coverage, but due to a pre-existing condition would not qualify for such coverage, the following shall occur:

- 1) For illnesses or injuries that are not job related, the unit member shall utilize all of his/her accumulated sick and personal days. After exhaustion of a unit member's sick and personal leave, and upon presentation of acceptable medical documentation, the affected unit member shall be provided full pay one hundred (100%) percent of annual

salary at the time the period of disability commenced) and benefits for the period not to exceed three (3) months.

- 2) For illnesses or injuries that are job related, the unit member must file workers compensation claim. Illnesses or injuries that are determined to be job related (medical documentation and review required), shall not require the unit member to utilize accumulated sick and personal days for the first ninety (90) days of his/her disability. The District shall pay the unit member full salary for the ninety (90) day period. Should the disability continue after the initial ninety (90) day period, the unit member shall begin to utilize his/her accumulated sick and personal days. Upon notification of the financial settlement or payments made to the District based on the workers compensation claim, the District shall return sick days back to the unit member's sick day leave bank at the percentage calculated by the formula established by the District and utilized by the CSEA custodial unit. After all accumulated sick and personal days have been used and the unit member is still unable to return to work due to his/her disability, the unit member shall be provided full pay one hundred (100%) percent of annual salary based on the time the period of disability commenced) and benefits for a period not to exceed three (3) months.

D. Bereavement Leave – Up to five (5) days at any one time shall be granted in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandfather, grandmother, grandchild or other member of the immediate household.

Employees will be granted up to three (3) days at any one time in the event of death of an employee's brother-in-law, sister-in-law, uncle, aunt, niece or nephew, unless said relative is a member of the immediate household, in which case the employee will be entitled to five (5) days.

E. Personal Leave – Employees shall be entitled to three (3) personal days per year, all of which shall accumulate as sick leave if unused. Such personal days shall accrue at the rate of one (1) day per four (4) months of actual service to the District, but shall be advanced on July 1, of each school year. If an employee separates from the District before accruing days used, they shall have the value of the "borrowed" days deducted from their final paycheck, or if such paycheck is insufficient, shall pay the District the balance. Total sick days and personal days shall not exceed two hundred and fifteen (215) days. Employees may apply for two (2) additional personal days if they have used up their three (3) personal days for that year. These additional two (2) personal days will be granted at the discretion of the Superintendent of Schools. Application for personal leave, except for extraordinary circumstances, shall be made in writing at least twenty four (24) hours in advance of such leave:

Personal days may be used for the following reasons:

1. Consultation with lawyers including court appearances
2. Financial/family business
3. Important educational ceremonies
4. Marriage in the immediate family
5. Moving own family
6. Instances beyond the control of persons involved
7. Religious holidays or ceremonies

Personal days will not be allowed for:

1. Recreation
2. Substitution for sick or vacation days
3. Shopping
4. Travel; trips; transportation

F. Leave of Absence – An employee may request a leave of absence, without pay or benefits, for up to one (1) year and be guaranteed a job in his or her present classification upon return to employment except as may be prohibited by law. Requests for such leave must be approved by the Superintendent of Schools and must state the purpose of the leave and the expected duration of the leave. While on a leave of absence, an employee's seniority and longevity shall not accrue.

Vacancies occurring as a result of a leave of absence will be posted as a temporary appointment and filled with provisional (temporary) employees. The roster of permanent employees will not be expanded to include any positions vacated by personnel on leaves of absence. Should a permanent employee bid on the position and receive it, his/her vacated position will be treated as the temporary appointment and not posted.

G. Jury Duty – If an employee is called to serve on jury duty, such employee will not be expected to report to work regardless of shift time. All fees paid to the employee for Jury Duty service, when released from his/her regularly scheduled shift, shall be either endorsed over to or paid by the employee to the District. Reimbursement from the court for mileage, tolls, parking and/or meals paid for while on Jury Duty service, shall be retained by the employee. At the completion of Jury Duty service the employee shall provide from the court, if made available, a record of attendance to the Assistant Superintendent for Human Resources or his/her designee.

H. Snow Day Compensatory Time – Effective July 1, 2008, members of the unit who work a full shift when school is closed due to inclement weather shall be entitled to up to one (1) compensatory day per school year. The use of such day shall be subject to the discretion of the Director of Facilities, shall not be permitted if it causes OT, and shall be utilized only when school is not in session (*e.g.*, holidays, breaks, summer).

XI. VACATION

Each employee shall be entitled to a vacation schedule as follows:

- Two (2) weeks vacation after one (1) year
- Three (3) weeks vacation after five (5) years
- Four (4) weeks vacation after ten (10) years
- Five (5) weeks vacation after twenty (20) years

One (1) year is defined as a full twelve (12) months from the anniversary date of the employee's first day of actual employment. Personnel employed for less than one (1) year will receive a vacation on a pro-rated basis, allowing five (5) days after seven (7) months and one (1) day per month up to a maximum of ten (10) days for the first year. Vacations shall be scheduled within the summer vacation period (July 1 to September 1) or during other periods of time when school is closed to students unless otherwise authorized. All vacation periods shall be subject to the approval of the Director of Facilities or, in his/her absence, the Assistant Superintendent for Personnel.

A maximum of two (2) vacation days may be used as personal days within the given fiscal year. Employees must submit their request on the appropriate form to the Director of Facilities a minimum of five (5) days in advance for approval. The same rationale as applies to personal days shall prevail. Appendix 2 annexed to this agreement represents the manner in which this article is intended to be implemented. It is expressly made part of this agreement.

Effective June 1, 2008 requests for use of vacation must be submitted in writing a minimum of five (5) days in advance, provided, however, that the Director of Facilities may waive such requirement in his/her sole discretion.

XII. SEPARATION PAY / RETIREMENT INCENTIVE

A. Members of the unit who separate from the District and/or retire shall be eligible for either the separation (Section C) or retirement (Section D) benefits set forth herein, but not both. Members of the unit who die while employed by the District shall be eligible for the payment set forth in Section F only.

Separation: shall be defined as leaving the employ of the District before being eligible to retire as defined by the New York State Employees Retirement System and/or retiring after being first eligible to do so without reduction of pension benefits.

Retirement: shall be defined as leaving the employ of the District during the school fiscal year in which an employee is first eligible to retire in the New York State Employee Retirement System without reduction of pension benefits.

Presently, an employee may retire without reduction of pension benefits as follows:

- Tier 1 Age 55 (Minimum of 5 years of service unless employee
- Tier 2 Age 62 (has 30 years of service. With 30 years of service
- Tier 3 Age 62 (employee can retire at age 55.
- Tier 4 Age 62 (

B. Effective June 1, 2008, if formal disciplinary charges are filed against a member of the unit pursuant to Section 75 of the Civil Service Law, and if the basis of such disciplinary

charges would, if proven in a court of appropriate jurisdiction, constitute a crime involving theft of District property or funds, or sexual misconduct, the District shall have the right to withhold any severance and/or retirement payments provided in this Agreement, including health insurance into retirement, provided the employee is terminated after being found guilty of such charges after a hearing and/or he/she resigns or retires with such Section 75 disciplinary charges pending against him/her.

C. Separation – Upon separation, employees who have completed a minimum of eighteen (18) months of service to the District shall be eligible for the following:

1. Payment for unused vacation days at the employee’s regular daily rate; and
2. Payment for unused sick days at the rates set forth below if the employee has accumulated the necessary number of unused sick days that could have been accumulated during the period of employment as per the following schedule:

Sick Leave Accumulation:

0-10 years of serviceaccumulated 2/3 of the possible
number of sick days
11-15 years of serviceaccumulated 1/2 of the possible
number of sick days
16+ years of serviceaccumulated 1/3 of the possible
number of sick days

Sick days sold back in accordance with Article XIII shall be counted as unused accumulated sick days towards satisfying the necessary possible accumulation of sick days for purposes of this calculation.

Payment for Sick Leave:

0-5 years of service\$75/day
6-10 years of service\$100/day
11-15 years of service\$110/day
16-20 years of service\$140/day
21+ years of service\$150/day

3. Severance Allowance – In addition to payment for vacation and sick leave set forth above, if the employee has completed a minimum of fifteen (15) years of service to the District, they shall also be eligible for the following severance payment:

After fifteen (15) years of service \$750/year for each year of
service
After twenty (20) years of service..... \$900/year for each year of
service

Members of the unit hired on or after July 1, 2007 shall be eligible for the severance allowance set forth above only if they have completed a minimum of twenty (20) years to the District.

D. Retirement – Those employees who have completed a minimum of ten (10) years of service to the District who retire into the New York State Retirement System during the school fiscal year in which they first become eligible to retire into the New York State Retirement System without penalty shall be eligible for the following:

1. Payment for Sick Leave – Those members of the unit who have accumulated a minimum of one-half (½) of the possible number of sick days at the time of retirement shall be eligible for payment for their accrued and unused sick leave at their regular daily rate. If the employee has accumulated fewer than one-half (½) of the possible number of sick days, they shall be eligible for payment for their unused sick days as per the schedule set forth in Paragraph C(2) above. Sick days sold back in accordance with Article XIII shall be counted as unused accumulated sick days towards satisfying the necessary possible accumulation of sick days for purposes of this calculation.
2. Retirement Allowance – Members of the unit shall be paid \$1,100 per year of service to the District.
3. Payment for unused vacation days – Members of the unit shall be paid for accrued and unused vacation days at the employee's regular daily rate.
4. Members of the unit hired on or after July 1, 2007 shall be eligible for the benefits set forth in Paragraphs D(1) and D(2) above, only if they have completed a minimum of twenty (20) years of service to the District.

E. Medical Benefits in Retirement – Unit members who retire into the New York State Retirement System from the District and who have completed a minimum of fifteen (15) years of service in the District and have reached age fifty five (55) or older, shall be eligible to continue in the District's medical/prescription insurance plan applicable to active members of the unit into retirement. If the employee elects individual medical and prescription coverage, the District shall pay one hundred (100%) percent of the premium. If the employee elects to continue family medical/prescription coverage, the District shall pay ninety (90%) percent of the premium and the employee shall pay ten (10%) percent of the premium. This coverage shall continue until the employee becomes Medicare eligible, at which point such coverage will terminate.

After becoming Medicare eligible, the employee shall be eligible to continue, individual coverage, at the District's expense, in the District's medical, major medical and prescription drug plan on a secondary coverage basis only. The period of coverage shall be one (1) year of secondary coverage for every three (3) years of service in the District. In order to be eligible for this coverage, the retiree must elect and pay for Medicare B physicians coverage. Under no circumstances shall the District be liable for Medicare A and/or B premiums.

Those members of the unit hired on or after July 1, 2007 shall be eligible for medical benefits into retirement described above only if they have completed a minimum of twenty (20) years of service to the District and satisfy the remaining eligibility requirements set forth above.

F. Death Benefit – Upon the death of an employee who has served a minimum of six (6) months, the employee’s estate shall be paid for the employee’s accrued and unused sick leave and vacation days at the employee’s regular daily rate.

XIII. SICK DAY PURCHASE OPTION

Employees who have accumulated a minimum of twenty (20) sick days will be eligible for payment for sick days in excess of the twenty (20) days accumulated as follows:

- Employees will be paid at the rate of eighty five (85%) percent pay for each day.
- Employees may purchase no more than twenty-five (25) days per school year, provided however that the purchase of additional days may be permitted in the non-grievable discretion of the Assistant Superintendent for Personnel upon submission of a written request.
- Sick days purchased will be deducted from the accumulated total of sick days.

XIV. LAYOFF/RECALL

A. Layoffs - The district will first attempt to achieve reduction in work force through attrition. If layoffs occur, employees with the least overall seniority in the District shall be the first to be released from employment.

If an employee is laid off, the employee shall bump any employee with less overall seniority in an equal or lower paying job classification.

B. Recall - Laid off employees with a record of consistently satisfactory performance in the District shall be placed on a recall list for a period of one year following the last day of actual employment in the district. Prior to hiring any other employees such employees shall be recalled in order of most to least seniority in the District. One (1) year following placement on the recall list, employees shall be removed from the list and no longer have any recall rights. Employees recalled shall not lose any seniority or benefit levels that were accrued while they were actively employed by the District and once recalled they shall be placed at the same salary level (Step, longevity, etc.) that they occupied at the time of layoff.

XV. SENIORITY

A. Seniority – Shall be computed by subtracting “breaks in service” from commencement of actual service to the District as a full-time permanent employee.

B. Break in Service – Unpaid leave pursuant to this agreement or Civil Service Law during which no time shall accrue for purposes of determining seniority or other entitlements under this Agreement.

C. Part-Time Service – No service credit will be given for part-time employees. Any service less than full-time service shall be deemed part-time service.

D. Compensation Leaves – Any time lost due to an injury sustained on the job shall not be subtracted from an employee's seniority unless such leave causes the employee to be on leave in excess of one calendar year. In order to receive seniority credit while on such leave, the employee shall be required to submit himself/herself to a physical examination at such time (s) as the District may reasonably require during such leave.

E. Long Term Disability – Time spent on an approved long term disability shall not be considered time worked for the purpose of calculating seniority or any other entitlements resulting from years of service under this agreement.

XVI. GRIEVANCE PROCEDURE

A grievance is a written claim that a specific provision of this Agreement has been violated. The employee shall orally and informally confer with his/her immediate supervisor prior to commencing the formal grievance procedures.

First Stage – The employee submits his/her grievance in writing to the Director of Facilities within twenty (20) working days of when the employee knew or should have known of the occurrence giving rise to the grievance, time being of the essence with respect to such twenty (20) day period. A response to the grievance shall be given by the Director of Facilities within ten (10) working days of his/her receipt of the grievance.

Second Stage – If the grievance is not resolved at the first stage, the employee may request in a written statement, a review of his/her case by the Superintendent of Schools within ten (10) working days of his/her receipt of the first stage response to his/her grievance. The immediate supervisor and/or the Director of Facilities shall file a written report of his/her findings in stage one with the Superintendent of Schools or his/her designee following the filing of a request for a stage two review. The Superintendent or his/her designee shall respond to the stage two grievance within ten (10) working days of his/her receipt of same.

Third Stage Binding Arbitration – An appeal from the second stage determination may be commenced by service on the superintendent of a demand for binding arbitration within ten (10) days of the employee's receipt of the Superintendent's, or his/her designee's, response to the stage two grievance. The parties agree to follow the procedures of the American Arbitration Association (AAA) and agree to select arbitrators from the list provided by the AAA utilizing the list only service. The cost of such binding arbitration shall be shared equally between the Union and the District.

The decision of the Arbitrator shall be final and binding, but the Arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement.

No grievance shall proceed to the arbitration level without Union approval. Any grievance which pertains to financial loss shall be commenced at the Second Stage. Matters of employee discipline shall not be subject to arbitration.

The employee shall be entitled to be represented by CSEA at all stages of the grievance process.

All employees shall be entitled to use the above procedures and may do so without fear of reprisal.

XVII. LABOR/MANAGEMENT RELATIONS COMMITTEE

The Superintendent of Schools or the President of the CSEA may periodically request a meeting of the Labor/Management Relations Committee. Such meetings will be informal and confidential in scope. Members of the committee will be selected by the Superintendent of Schools or his/her designee and the CSEA President. Every attempt will be made to limit the size of this committee in an effort to enhance its productivity.

XVIII. UNION LEAVE TIME

The President of the CSEA Unit shall be allowed to administer union business. Leave time for such purpose shall be at the discretion of the Superintendent of Schools.

CSEA shall have use of the School District buildings upon completion of the required use of school facilities application and approval of the Office of Buildings and Grounds. Such approval shall not be unreasonably withheld.

XIX. PERFECT ATTENDANCE BONUS

Employees who are present for every scheduled working day (*i.e.*: uses zero sick and zero personal days), excluding leave days for bereavement or jury duty, between July 1st and June 30th of each fiscal year shall be entitled to a \$400 attendance bonus payable during the first pay period of August. If one (1) personal or sick day is used, such employee will be entitled to a \$150 attendance bonus payable during the first pay period of August. Effective with the incentive payment to be made in August of 2009, the payment for zero days used shall be increased to \$500 and the payment for one day used shall be increased to \$250.

In the case of jury duty, documentation of such duty and its duration must be received by the Director of Facilities within ten (10) working days following the last day served in order to qualify as an eligible exclusion.

XX. ATTENDANCE OR JOB PERFORMANCE REVIEW

All employees shall be evaluated on a semi-annual basis by their building or department supervisor, Director of Facilities or his/her designee in consultation with building or District administrators. The form attached as Appendix 3 shall be used for evaluations.

Should the Director of Facilities or Superintendent of Schools or his/her designee be concerned with an employee's attendance record or job performance he/she shall take the following steps:

A. Send a memo to the employee arranging a meeting to discuss said employee's attendance record or job performance. The employee will be advised of his/her right to have the Union President or his/her designee at this meeting.

B. After a reasonable time (not less than 10 working days), the Director of Facilities or Superintendent of Schools or his/her designee feels that the employee continues to abuse his/her sick leave or is still below average in job performance, either Superintendent or his/her designee shall arrange a meeting to occur between the affected employee, his/her Union Representative and the Director of Facilities, or Superintendent of Schools or his/her designee. The purpose for said meeting shall be to conduct a complete review of the employee's attendance or work record.

C. At the discretion of the Superintendent of Schools or his/her designee, following this meeting, a letter reviewing the discussion which took place at the meeting may be sent to the employee and his/her Union Representative.

D. If after a reasonable period of time following this meeting (not less than ten (10) working days), the alleged problem persists, the Director of Facilities or the Superintendent of Schools or his/her designee may cite his/her findings in written form (memo, letter or evaluation report) and specify and/or initiate whatever action is deemed appropriate. The foregoing may include appropriate disciplinary procedures provided by law, the requirement of a physician's statement to substantiate the appropriate use of sick leave or suspension without pay. Suspensions, as pertaining to this article, shall not exceed three (3) days.

E. The penalty, if any, imposed by this article shall not be grievable. Any procedural violations pertaining to this article are subject to grievance.

F. Nothing hereinabove set forth shall preclude the District or the employee from taking action in accordance with law pursuant to Civil Service Law, regulations and other governing statutes.

G. This article is not intended to become a prelude to a Section 75 hearing.

XXI. MODIFIED WORK ASSIGNMENT

Employees injured during the course of their employment and who are on Worker's Compensation may, at the discretion of the District, be called for an appropriate work assignment. The Union shall be notified before the work assignment begins and may request a meeting to discuss the employee's anticipated work assignment. If the employee's physician and the District's physician disagree on the work assignment, the issue shall be submitted to a mutually agreed upon third doctor. The employee will not be expected to return to work until the opinion of the third doctor is received. The costs of this third doctor shall be paid by the District. Employees shall perform in accordance with the modified work assignment except where the employee's physician and third doctor determine such assignment cannot be performed.

An employee injured during the course of his/her employment and who is out on Worker's Compensation may request a modified work assignment. Such request must be accompanied by a written opinion from a physician that the employee is capable of a modified work assignment. Upon receipt of such request, the District shall submit the matter to the District's physician. If the two (2) doctors agree, the District will formulate a modified work assignment. If the doctors disagree, the parties will follow the third doctor procedure outlined above.

The decision to offer modified duty to an employee injured in the course of his/her employment is within the sole discretion of the District. Employees may be placed in any suitable position (title) covered under this collective bargaining agreement. The District's implementation or failure to implement this provision is not subject to grievance or any other form of review.

XXII. SUPERVISORY ROLES

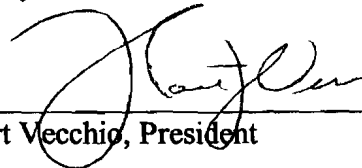
In the event that the position of Director of Facilities does not exist, such functions enumerated in the contract for that position shall be performed by the Superintendent's designee and the Unit shall be notified of such designation.

XXIII. LEGISLATIVE APPROVAL

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 have hereunto set their hands and seals this ___ day of _____, 2008.

BOARD OF EDUCATION
William Floyd School District

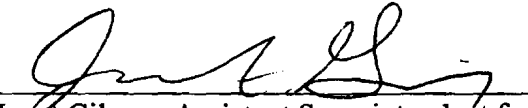
By: 
Robert Vecchio, President

Date: 1/13/09

WILLIAM FLOYD SCHOOL DISTRICT


By: 
Dr. Paul Casciano, Superintendent of
Schools

Date: 12/23/08

By: 
Janet Gilmor, Assistant Superintendent for
Human Resources & Administration

Date: 12/23/08

CIVIL SERVICE EMPLOYEES' ASSOCIATION

By: 
President

Date: 12/23/08

By: 
CSEA Labor Relations Specialist

Date: 1/15/09

APPENDIX 2

**WILLIAM FLOYD UNION FREE SCHOOL DISTRICT
Of the Mastics-Moriches-Shirley
Mastic Beach, New York**

Building & Grounds Department

Leave Request

To: _____

From: _____

Date: _____

I request approval of the following leave time:

PERSONAL

_____ Day (s) _____ Date(s) _____ Reason _____

Personal leave days may be used for the following reasons:

- 1) Consultation with lawyers, including court appearance
- 2) Financial/family business
- 3) Important education ceremonies
- 4) Marriage in the immediate family
- 5) Moving own family
- 6) Instances beyond the control of persons involved
- 7) Religious holidays or ceremonies

Personal days will not be allowed for:

- 1) Recreation
- 2) Substitution for sick or vacation days
- 3) Shopping
- 4) Travel, trips or transportation

BEREAVEMENT DAYS

_____ Day (s) _____ Date(s) _____ Relationship _____

VACATION DAYS

_____ Day (s) _____ Date(s) _____

Employee Signature

Supervisor's Signature

Building & Grounds

