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Local: **1000, Local 870**

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William Floyd Ufsd And Csea Local
870 (Security Employees)

688 SD
21325 SG

COLLECTIVE BARGAINING AGREEMENT

between

**The William Floyd Union Free School District
of the
Mastics, Moriches and Shirley**

and

**The Civil Service Employees Association, Inc.
Local 1000, AFSCME,
William Floyd Security Employees, Local 870**

Covering the Period July 1, 2000 through June 30, 2003

RECEIVED

MAY 04 2001

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

Article I	Recognition.....	1
Article II	Legislative Approval	1
Article III	Dues Deduction / Agency Shop.....	1
Article IV	Working Conditions	2
Article V	Seniority	2
Article VI	Vacancies.....	2
Article VII	Sick/Personal Days.....	2
Article VIII	Bereavement Leave.....	3
Article IX	Jury Duty	3
Article X	Vacations	3
Article XI	Holidays.....	4
Article XII	Uniforms.....	4
Article XIII	Mileage Allowance	5
Article XIV	Salaries	5
Article XV	Longevity	5
Article XVI	Out of Title	6
Article XVII	Overtime.....	7
Article XVIII	Meal Allowance	7
Article XIX	Health Insurance	7
Article XX	Life Insurance	7
Article XXI	Death Benefits	8
Article XXII	Management Rights	8
Article XXIII	Labor Management	8
Article XXIV	Grievance Procedure	8
Article XXV	Layoffs	9
Article XXVI	Union Release Time	9
Article XXVII	Modified Work Assignment	10
Article XXVIII	Entire Agreement	10

**COLLECTIVE BARGAINING AGREEMENT between the
William Floyd Union Free School District
of the Mastics-Moriches-Shirley
AND THE
Civil Service Employees Association, Inc.
Local 1000, AFSCME, William Floyd Security Employees, Local 870**

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 Security Employees Unit, Local 870. Recognition is based on the pledge that the union employees may not participate in strike action against the School District. This recognition does not encompass nor is it intended to encompass persons who by reason of their special training, expertise or otherwise, satisfy criteria established by the Suffolk County Civil Service Commission for the title "Security Guard," "Security Specialist" or similar title.

II. 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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

III. DUES DEDUCTION/AGENCY SHOP

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., at 143 Washington Avenue, Albany, New York, on a payroll period basis for each employee who has either completed and signed a deduction authorization card or is an agency shop feepayer. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Association. The Board of Education 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, N.Y.

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.

IV. WORKING CONDITIONS

- A. All full-time employees shall regularly be scheduled to work eight (8) hours per day, forty (40) hours per week.
- B. All employees shall be entitled to a half hour "on call" lunch break and two 15 minute "on call" coffee breaks during each 8 hour shift. Employees who work more than 4 hours and less than 8 hours daily shall be entitled to a half hour "on call" lunch break and one 15 minute "on call" coffee break during each shift. Employees who work 4 or less hours daily shall be entitled to one 15 minute "on call" coffee break during each shift.
- C. Employees who are scheduled to work a seventh day, shall be entitled to payment at the double time rate.

V. SENIORITY

Seniority shall be defined as the length of service within the bargaining unit. For seniority purposes, "no pay days" are charged against length of service on a day for day basis. Time lost to Workers' Compensation injuries shall not be "no pay days" for the purposes of this clause.

VI. VACANCIES

The District shall post all vacant positions for a minimum of seven (7) days prior to such positions being filled. Postings shall indicate the shift, workdays, and the person to contact if interested in the vacancy. All employees who have served a minimum of six (6) months in the District shall be offered an opportunity to bid on vacant positions. Employees shall be offered the posted vacant position based on seniority if practicable and consistent with the needs of the District.

Practicable and consistent shall mean the particular employee has demonstrated a proper ability to perform the required work in an efficient manner.

VII. SICK/PERSONAL DAYS

Full-time employees shall be entitled to accrue one paid sick day for each full month of service rendered to the District up to a maximum of eleven (11) sick days per year.

After exhausting any accumulation, unit members may draw upon up to three (3) sick days before the days have accrued. Should the employee terminate employment with the District before accruing the days "borrowed," the excess shall

be deducted from his/her final paycheck, or if his/her final paycheck is insufficient, paid back to the District.

All full-time employees will be entitled to one (1) personal day per year. All part-time employees will be entitled to one-half (1/2) personal day per year. There is no accumulation of personal days. Requests for personal days must be requested on an appropriate form.

Employees who are regularly scheduled to work less than forty hours per week shall be entitled to sick days on a pro rata basis based on their normally scheduled work week. For example, employees who are regularly scheduled to work thirty (30) hours per week would receive 8.50 sick days per year [$11 \text{ sick days} \times .75 (30/40) = 8.25$]. Sick days will be rounded to the nearest half day. "Normally scheduled work week" shall be defined as the weekly schedule normally assigned to the employee.

The District may require medical verification for absences anytime there are reasonable grounds to believe that sick leave is being abused.

Employees shall provide medical verification of their ability to return to their normal duties for all absences in excess of three (3) consecutive working days.

VIII. BEREAVEMENT LEAVE

Full-time employees shall be entitled to take ten (10) bereavement days and employees who are scheduled to work less than forty hours per week shall be entitled to take four (4) bereavement days. The employee must request use of said days on a form to be provided by the District.

Upon written request from the employee, the Superintendent or his/her designee may, in his/her sole discretion, grant additional bereavement leave as may be needed. The Superintendent's decision is final and not subject to grievance or any other form of review.

IX. JURY DUTY

All employees will use the call-in system, when available, for jury duty. Those employees who serve on jury duty will not suffer a loss in wages and will provide the District with proof of service.

X. VACATIONS

Full-time employees shall be entitled to the following vacation: After one year of service to the District the employee shall be entitled to two (2) weeks paid vacation per year. After 5 years of service the employee shall be entitled to three (3) weeks paid vacation per year. After eleven (11) years of service the employee shall be entitled to four (4) weeks of paid vacation per year.

Employees who are regularly scheduled to work less than forty hours per week shall be entitled to vacation on a pro rata basis based on their normally

scheduled work week. For example, employees who have worked for the District for six (6) years and who are regularly scheduled to work thirty (30) hours per week would receive 11 vacation days per year [15 vacation days X .75 (30/40) = 11]. Vacations will be rounded to the nearest half day. "Normally scheduled work week" shall be defined as the weekly schedule normally assigned to the employee.

Vacation days shall not accrue.

XI. HOLIDAYS

Full-time employees shall be entitled to the following paid holidays: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas, New Year's Day, Memorial Day, July 4 and the employee's birthday.

If employees are scheduled to work the Holiday(s) listed above, they must indicate at least thirty (30) days prior to that Holiday if they wish to take off on that upcoming Holiday. Employees shall have the option of working the upcoming Holiday at a double time and a half rate or receiving the paid Holiday as a day off.

Employees who are regularly scheduled to work less than forty hours per week shall be entitled to paid holidays on a pro rata basis based on their normally scheduled work week. For example, employees who are regularly scheduled to work thirty (30) hours per week would receive 6 holidays per year [8 holidays X .75 (30/40) = 6]. Holidays will be rounded to the nearest half day. "Normally scheduled work week" shall be defined as the weekly schedule normally assigned to the employee.

XII. UNIFORMS

- A. The District shall provide each bargaining unit member with uniforms as follows on or about September 1st of each year:
- 3 winter weight shirts **AND** 3 winter weight pants
 - 3 summer weight shirts **AND** 3 summer weight pants
 - 1 medium weight jacket **AND** 1 light weight jacket
- B. One winter weight jacket suitable for outside use shall be provided to each bargaining unit member and replaced on an as needed basis.
- C. Each employee shall receive a shoe allowance of \$100.00, payable on or about September 1st of each year. Each employee is required to wear O.S.H.A. approved work shoes.
- D. Employees who lose any item of clothing assigned above shall be charged for the lost item at replacement cost. Any item destroyed in the course of duty shall be replaced by the District at no cost to the employee.
- E. All employees shall wear the District uniform while on duty. Employees not in the District uniform may not be permitted to work and shall not be compensated for the time lost.

F. Employees shall be required to sign in and out all gear and equipment as determined by the sole discretion of the Senior Guard.

XIII. MILEAGE ALLOWANCE

Employees who are directed by their supervisor and who consent to utilize their vehicle on District business shall be reimbursed at the IRS rate per mile.

XIV. SALARIES

A. Employees shall be paid in accordance with salary schedules contained in Appendix A. All employees shall advance one step on July 1 of each year of the contract. Any employee hired after January 1, 1995 must be employed six months or more prior to July 1 in order to advance a step on July 1.

All full-time (40 hours per week) Association members shall have their salaries annualized by multiplying their hourly rate of pay X 8 hours per day X the number of days they will be scheduled to work during the school year (July 1st through June 30th). This figure shall then be divided by the number of pay periods calculated in that time period.

Effective 7/1/00 - \$.50/hour increase
Effective 7/1/01 - \$.60/hour increase
Effective 7/1/02 - \$.65/hour increase

Part-time guards shall continue to be paid by their submission of time sheets.

B. The starting salary for employees hired after July 1, 2000 shall be:

\$9.40 per hour - July 1, 2000
\$9.80 per hour - July 1, 2001
\$10.20 per hour - July 1, 2002

C. Effective July 1, 2000, and until June 30, 2003, the hourly rate of pay for substitutes shall remain at \$8.25 per hour.

XV. LONGEVITY

All full-time (40 hours) employees will be eligible for longevity payment as follows:

After seven (7) years of employment:

<u>2000/2001</u>	<u>2001/2002</u>	<u>2002/2003</u>
\$120.00	\$140.00	\$140.00

After twelve (12) years of employment:

<u>2000/2001</u>	<u>2001/2002</u>	<u>2002/2003</u>
\$280.00	\$280.00	\$280.00

All part-time employees will be eligible for longevity payment as follows:

After seven (7) years of employment:

Thirty-two (32) hour employee:

<u>2000/2001</u>	<u>2001/2002</u>	<u>2002/2003</u>
\$96.00	\$106.00	\$106.00

Twenty-four (24) hour employee:

<u>2000/2001</u>	<u>2001/2002</u>	<u>2002/2003</u>
\$72.00	\$84.00	\$84.00

Sixteen (16) hour employee:

<u>2000/2001</u>	<u>2001/2002</u>	<u>2002/2003</u>
\$48.00	\$52.00	\$52.00

After twelve (12) years of employment:

Thirty-two (32) hour employee:

<u>2000/2001</u>	<u>2001/2002</u>	<u>2002/2003</u>
\$212.00	\$212.00	\$212.00

Twenty-four (24) hour employee:

<u>2000/2001</u>	<u>2001/2002</u>	<u>2002/2003</u>
\$168.00	\$168.00	\$168.00

Sixteen (16) hour employee:

<u>2000/2001</u>	<u>2001/2002</u>	<u>2002/2003</u>
\$104.00	\$104.00	\$104.00

XVI. OUT OF TITLE

When no supervisor is available for a shift, the Senior Guard or his/her designee shall appoint a guard to assume the duties of the supervisor for the shift. Such guard shall be paid on his/her step as a Sergeant for such time served. The guard selected shall be at the sole discretion of the Senior Guard or his/her designee.

XVII. OVERTIME

Overtime shall be distributed on a rotating basis according to seniority. There shall be separate overtime seniority lists maintained for guards and supervisors respectively. Once an employee has been offered an overtime assignment, his/her name shall be removed from the overtime list until the list is exhausted, at which time the rotation shall be repeated.

XVIII. MEAL ALLOWANCE

Employees required to work after nine (9) consecutive hours 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.

XIX. HEALTH INSURANCE

Effective January 1, 1998, the District shall pay the full premium cost for individual health insurance coverage for all full-time unit members hired prior to July 1, 1997. The District shall provide such coverage at the benefit level in effect in the Empire Plus Plan as of January 1, 1998. Unit members shall not be eligible for such coverage while eligible for comparable coverage under the plan of a spouse.

Those employees receiving health insurance coverage as described above shall be removed from the salary step schedule contained in Appendix A and shall not be eligible for the salary increases outlined in Article XIII. Such employees shall instead receive salary increases of \$0.35 per hour on July 1, 2000. Effective July 1, 2001, such employees shall receive salary increases of \$.40 per hour. Effective July 1, 2002, such employees shall receive salary increases of \$.45 per hour.

XX. LIFE INSURANCE

Effective February 1, 1995, each full-time employee in the bargaining unit shall be provided at no cost to the employee a term policy of life insurance with a value of \$15,000, payable on the death of the employee. Part-time employees whose regularly scheduled work week consists of 16 or more hours shall be provided at no cost to the employee a term policy of life insurance with a value of \$10,000, payable on the death of the employee.

Effective April 1, 2001, each full-time employee in the bargaining unit shall be provided, at no cost to the employee, a term policy of life insurance with a value of \$25,000, payable on the death of the employee. Part-time employees whose regularly scheduled work week consists of 16 or more hours shall be provided, at no cost to the employee, a term policy of life insurance with a value of \$15,000, payable on the death of the employee. Effective April 1, 2001, all employees shall be eligible to purchase an additional \$5,000 of life insurance paid for by the employee.

XXI. DEATH BENEFITS

Upon the death of an employee who has served a minimum of six months, payment for unused sick leave and vacation days will be paid to his/her beneficiary at full pay.

XXII. MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this agreement, the District reserves the right to control the management of the affairs of the District including, but not limited to the direction and control of its property and operations, the hiring, direction, promotion, demotion, discipline, discharge and layoff of its employees, the determination of work schedules and shifts, the number of employees needed for any particular time, the quality and quantity of work required and the determination of the mission, purposes, objectives and policies of the District. All functions, powers and authorities which the District has not specifically abridged, terminated or modified by this agreement are recognized by the Union as being retained by the District. This clause shall not diminish any employee rights contained in the Taylor Law or the Civil Service Law.

XXIII. LABOR MANAGEMENT

Both the District and the Association shall have the right to request a Labor Management meeting on an as needed basis.

XXIV. GRIEVANCE PROCEDURE

Definition: A grievance is defined as a claimed violation of a specific provision of this agreement. A grievance may only be brought by the employee after consultation with the C.S.E.A. The employee shall file with the grievance a signed copy of the grievance consultation letter annexed as "Exhibit A" to this contract.

Stage One: The bargaining agent files a written complaint with the Assistant Superintendent for Personnel no more than twenty (20) calendar days following the occurrence giving rise to the grievance, or within twenty (20) days of when the employee should have known of such occurrence. Time shall be of the essence with respect to such twenty (20) day period, and failure to comply with such time limits shall result in the grievance being waived. The Assistant Superintendent shall respond in writing to the grievance within twenty (20) days of its receipt by him or her.

Stage Two: If the grievance is denied the grievance may be appealed by the bargaining agent to the Superintendent within twenty (20) days of its receipt of the denial by the Assistant Superintendent. Such appeal shall be in writing, state the reason therefore and be served upon the Superintendent within said twenty (20) calendar day period. Failure to strictly comply with the time requirement in this paragraph shall result in the right to appeal being waived.

The Superintendent shall within thirty (30) days either deny the appeal from the level one grievance or sustain the appeal in writing.

Advisory Arbitration - An appeal from the second stage can be referred to an arbitrator for arbitration for termination cases only. The parties agree to follow the procedures of the American Arbitration Association for voluntary labor arbitration and agree to select an arbitrator from a list provided by the American Arbitration Association.

Nothing herein shall prevent the bargaining agent or employee from informally discussing the subject matter of his/her grievance with his/her immediate supervisor, the Assistant Superintendent, or other administrators; provided, however, that such informal discussion shall not be employed to extend any limitation periods contained in this Article.

XXV. LAYOFFS

- A. In the event of layoffs employees shall be laid off utilizing the principal of inverse seniority (the first hired shall be the last laid off) within the bargaining unit. Prior to layoff of any full-time employee, part-time and temporary employees shall be laid off.
- B. In the event of a layoff the District shall maintain a preferred list of laid off employees. Employees on the preferred list shall have recall rights for a period of one year from the time the employee was laid off. Employees on the preferred list shall be recalled to fill vacant positions on a seniority basis so far as practicable and consistent with the District's needs. Practicable and consistent shall mean the particular employee has demonstrated a proper ability to perform the required work in an efficient manner and recalling the employee would not disrupt or impair the District's operation.

XXVI. UNION RELEASE TIME

Upon the written request of the Union, the unit president or his/her designee shall be granted a paid leave of absence to attend CSEA conventions and workshops or CSEA statewide committee meetings. The Union shall be entitled to five (5) paid union leave days per school year. The District may, in its sole discretion, grant up to ten additional unpaid days upon request for the aforesaid purpose.

All requests for union leave time must be submitted in writing to the District with no less than fourteen (14) days notice.

The District reserves the right to deny union leave time to any employee who, in the opinion of the District, has demonstrated attendance problems and/or abuse of sick leave.

Issues reserved for the District's discretion are not subject to grievance or any other form of review.

XXVII. MODIFIED WORK ASSIGNMENT

Employees injured during the course of their employment and who are out on Worker's Compensation may, at the discretion of the District, be called in 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.

The decision to offer modified duty to an employee injured in the course of his or 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.


XXVIII. ENTIRE AGREEMENT

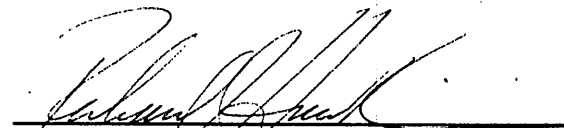
This agreement shall be effective and in full force from July 1, 2000 through June 30, 2003. It is understood that this document constitutes the entire agreement between the parties. No promise, oral or written, has been made by either party to the other to induce entry into this agreement.

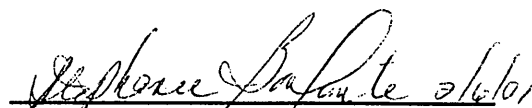
IN WITNESS Whereof the Parties have hereunto set their hands and seal.


For the Union:

For the District:


Arthur Raguso, President


Richard J. Hawkins
Superintendent of Schools


Stephanie Bonfante
Labor Relations Specialist
CSEA, Inc., Local 1000,
AFSCME, AFL-CIO


Vincent Pascale, President
Board of Education

2-12-01
Date



Michael Schildkraut,
Assistant Superintendent for
Personnel

EXHIBIT A

To: _____ Assistant Superintendent
From: _____ Unit President/Designee
Re: Grievance No: _____
Date: _____

In accordance with Article XXIV of the collective bargaining agreement between the William Floyd Union Free School District and the Civil Service Employees Association, Inc., Local 1000, AFSCME, William Floyd Security Employees Unit, Local 870, the employee, _____, has consulted with the CSEA concerning the subject and filing of Grievance Number _____.

APPENDIX A

GUARDS

<u>Step</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1	\$ 9.40	\$ 9.80	\$10.20
2	\$ 9.50	\$10.00	\$10.45
3	\$10.73	\$10.10	\$10.65
4	\$11.04	\$11.33	\$10.75
5	\$11.35	\$11.64	\$11.98
6	\$11.66	\$11.95	\$12.29
7	\$11.98	\$12.26	\$12.60
8	\$12.29	\$12.58	\$12.91
9	N/A	\$12.89	\$13.23
10	N/A	N/A	\$13.54

SERGEANTS

<u>Step</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1	\$11.05	\$11.38	\$11.75
2	\$11.25	\$11.65	\$12.03
3	\$11.61	\$11.85	\$12.32
4	\$11.96	\$12.21	\$12.50
5	\$12.32	\$12.56	\$12.86
6	\$12.67	\$12.92	\$13.21
7	\$13.03	\$13.27	\$13.57
8	N/A	\$13.63	\$13.92
9	N/A	N/A	\$14.28

ASSISTANT CHIEF

<u>Step</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1	\$12.99	\$13.10	\$13.40
2	\$13.19	\$13.49	\$13.60
3	\$13.47	\$13.69	\$13.99
4	\$13.75	\$13.97	\$14.19
5	\$14.03	\$14.25	\$14.47
6	\$14.30	\$14.53	\$14.75
7	\$15.55	\$16.02	\$16.54

CHIEF

<u>Step</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1	\$14.98	\$15.43	\$15.93
2	\$15.32	\$15.78	\$16.29
3	\$15.66	\$16.13	\$16.65
4	\$16.01	\$16.49	\$17.02
5	\$16.35	\$16.84	\$17.39
6	\$16.69	\$17.19	\$17.75
7	\$17.08	\$17.59	\$18.16