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Contract Database Metadata Elements

Title: **Syosset Central School District and Clerical Aides/Monitors Unit, CSEA Local 1000, AFSCME, AFL-CIO (2007)**

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REPRESENTATION

AGREEMENT BETWEEN THE SYOSSET CENTRAL SCHOOL DISTRICT

and

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

LOCAL 1000, AFSCME, AFL-CIO, CLERICAL AIDES/MONITORS UNIT

JULY 1, 2007 through JUNE 30, 2010

SYOSSET CENTRAL SCHOOL DISTRICT
Syosset, New York

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2007-2008

Instructional
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Center

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1. RECOGNITION

A. The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (“the Association”) is hereby recognized by the Syosset Central School District (“the District”) as the exclusive bargaining representative for the District’s Clerical Aides/Monitors Unit (“the Unit”).

B. The parties agree that the Unit shall be composed of all persons employed by the District in the Civil Service title of School Monitor, who perform a minimum of two hours of service per day or a maximum of seventeen and one-quarter (17.25) hours service per week during the school year and who shall have served a minimum of 120 days during the preceding school year or be anticipated to serve a minimum of 120 days during the current school year, and excluding all other employees.

C. The Association shall have the right to unchallenged representation status for the maximum period of time permitted by Section 208 of the Civil Service Law.

2. ORGANIZATIONAL PROVISIONS

A. The use of school mail boxes by the Association has been approved by the Superintendent of Schools. The Association understands that all mail, memos, papers, or bulletins are to be handed to the principal of the school or department head, who will see that the material is placed in the employees’ mail boxes. Mail boxes shall not be filled directly by the Association. All communications should have an identifying title, be signed by an officer of the Association, and be dated.

Only when the principal decides that the mail boxes are being used in a manner that is detrimental to the District may the principal or department head deny the use of the mail boxes temporarily. The principal will immediately communicate with the Superintendent of Schools or his/her designee. The Superintendent or his/her designee will make a decision concerning the material and contact and apprise the Association’s representative of that decision.

B. Permission shall be granted for the use of District facilities for Association meetings upon written request for such use on the official form provided.

3. CHECK-OFF

A. The District agrees to deduct dues for the Association from the salaries of its employees, as said employees individually and voluntarily authorize the District to deduct; and to transmit such monies to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12224. Employee Authorizations shall be in writing and in a manner consistent with Section 93-b of the General Municipal Law and Chapter 392 of the Laws of 1967, as amended.

B. Deductions shall be made each pay check.

C. The Association assumes full responsibility for the disposition of the funds deducted once they have been mailed to the Treasurer of the Civil Service Employees Association, Inc.

D. Upon request, annually, the District shall provide the Association with a list of the employees who have voluntarily authorized the District to deduct dues for the Association.

E. Agency Shop Deduction. The District shall deduct an agency shop fee from the salary or wages paid to each employee in the Unit who is not a member of the Association and/or has not authorized in writing such a deduction. The fee shall be in an amount equivalent to the dues levied by the Unit, and the District shall transmit said amount to the Civil Service Employees Association, 143 Washington Avenue, Albany, New York 12224. Upon request of any employee or the District, the Association shall provide a detailed accounting of its expenditures to said employee and the District. The Association represents that it has established and will maintain a procedure which provides for the refund, to any employee who so demands, of any part of an agency fee deduction which represents that employee's pro-rate share of expenditures in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Association will provide the District with a copy of the refund procedure prior to the deduction of any agency fees pursuant to this provision.

F. The Association shall indemnify and save and hold the District and any and all of its employees, representatives, officers and/or members of the Board of Education (collectively "employees") harmless against any and all claims, demands, suits or other forms of

liability that may arise out of or by reason of, any action taken or not taken by the District or any of its employees for the purpose of complying with the agency fee and dues deduction provisions of this Agreement and/or state law. In addition, the Association shall reimburse the District for any and all legal expenses associated with the defense of any such claim, demand or suit.

4. OTHER DEDUCTIONS

Members of the unit shall have the right to have a savings bond payroll deduction.

5. SICK LEAVE

Unit members shall receive four (4) sick leave days per year, which shall be noncumulative. One of those days may be used as a personal day, as provided in Section 7. At the end of each school year, the District shall pay each unit member one-half day's pay for each unused sick leave day (e.g. 3 days not used = 1 ½ days' pay).

6. PERSONAL DAY

Any employee may request the use of one sick leave day as a personal business day per school year, without loss of salary, by reason of EMERGENCY personal business, i.e., business that could not have been postponed to a non-school day. Examples of this type of excused absence would include automobile breakdown, serious illness or death in the immediate family, a closing in connection with the purchase of a home, mandated appearance in court, etc.

"Immediate family" shall mean spouse, parents, grandparents, children, brother, sister, mother-in-law, father-in-law, brother-in-law and sister-in-law.

Approved absences for religious observance shall be charged as a personal day.

Typical Approvable reasons for Personal Day: Serious illness in the immediate family; death in family, or death of a friend; high school or college graduation in immediate family; mandated court appearance; title closing in connection with purchase of home or property; automobile accident or breakdown with no alternate transportation readily available; taking child to college for the first time.

Typical Non-approvable reasons for Personal Day: Seeing a child in a play or other performance; accompanying husband or wife on a business trip or vacation; appointment with a

lawyer, accountant or physician which could be held on a weekend or after school hours; granting a day for marriage; delayed return flight or ship embarkation which was within the employee's control.

7. WAGES

A. The hourly rates for personnel covered by this agreement shall be as follows:

<u>Step</u>	09/01/07	09/01/08	09/01/09
1	\$ 13.97	\$ 14.48	\$ 15.00
2	\$ 14.38	\$ 14.90	\$ 15.44
3	\$ 14.83	\$ 15.37	\$ 15.93

B. Employees who perform Language Experience typing service shall be compensated at the rate of an additional \$.82 per hour for such service. Effective September 1, 2008, the stipend will be increased by 3.625% to \$.85. Effective September 1, 2009, the stipend will be increased by 3.625% to \$.88.

C. Employees who are assigned by the principal to perform non-monitor work as part of their regular duties shall be compensated at the rate of an additional \$.82 per hour for such service. Effective September 1, 2008, the stipend will be increased by 3.625% to \$.85. Effective September 1, 2009, the stipend will be increased by 3.625% to \$.88. It is understood that the District reserves the right to require the principal to receive prior written approval from the Superintendent of Schools or designee before the performance of said non-monitor work is deemed authorized.

D. Direct Deposit. The District will provide direct deposit for all unit members, beginning in the first year of the contract. This includes all transactions for which the receiving institutions are capable of receiving electronic transfers. The District agrees never to withdraw funds from these accounts.

E. Holidays. Effective September 1, 2007, employees will be paid their regular day's pay for Memorial Day and Thanksgiving Day.

8. GRIEVANCE PROCEDURES

A. Declaration of Policy. The purpose of these procedures to provide a means for

orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of unit members pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

B. Definitions. Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations, policies, procedure, administrative orders, or work rules of the District which relates to or involves working conditions, health, safety, physical facilities or equipment furnished to employees or supervision of employees; provided however, that such term shall not include employee salary schedules, retirement benefits, disciplinary proceedings or any matter which is otherwise reviewable pursuant to law, including layoffs (Article 11), or any rule or regulation having the force and effect of law.

C. Basic Principles.

1. This grievance procedure is not designed to be used for changing rules or establishing new ones. The resolution of a grievance at the earliest possible stage is encouraged.

2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

3. An employee shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.

4. Each party to a grievance shall have access at reasonable times, to all non-confidential written statements and records pertaining to such case.

5. All hearings shall be confidential.

D. Procedures

1. An aggrieved employee shall present his/her written grievance to the Superintendent of Schools or designee, setting forth the specific nature of the grievance and the facts relating thereto, within 20 calendar days after the employee knew or should have known of the act or condition on which the grievance is based. No grievance will be entertained and such

grievance will be deemed waived unless the grievance is submitted within that time.

2. If an informal hearing is requested, the Superintendent or designee will hold the hearing within ten work days of receipt of the grievance.

3. The Superintendent or designee shall render a written determination within ten work days after receiving the grievance or the hearing, if any, whichever shall be later.

4. If the grievance is not satisfactorily resolved at this stage, the Association may, within five (5) work days of the Superintendent's determination, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent of Schools. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a final decision within ten (10) work days after receiving the request for review.

9. LABOR/MANAGEMENT COMMITTEE

The District and the Association shall designate an equal number of persons to serve on the Labor/Management Committee, which shall meet by joint agreement, on an as-needed basis. The jurisdiction of the committee shall be limited to consideration of matters that are terms and conditions for employment. Any agreement reached by the Committee must be reduced to writing and ratified by the Board of Education and/or the Superintendent of Schools, as appropriate, before it can become effective.

10. VACANCIES

The Association President shall be given notice of all vacant and newly created clerical positions within the District.

11. LAYOFFS

Any layoffs within the unit shall be governed by applicable civil service law, rules and regulations. Layoffs from any noncompetitive, labor or exempt class positions shall be made, except where otherwise provided by law, from within the job classification and by inverse order of District seniority. It is expressly understood and agreed that, pursuant to the terms of Article 8(B) (5), any action or inaction by the District pertaining to this Article shall not be subject to the grievance procedure. However, the Association does not waive its right to seek other redress for

perceived violations of this provision.

12. SEPARABILITY

In the event any provision of this Agreement is, or shall at anytime be, contrary to law, all other provisions for this Agreement shall continue in effect.

13. TERM OF AGREEMENT

This agreement shall be effective July 1, 2007 and terminate June 30, 2010.

14. TAYLOR LAW NOTICE

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.

Dated: December 10, 2007

CSEA INC., LOCAL 1000, AFSCME, AFL-CIO

By: Jean Schie
Unit President

Local President

1/8/08 A. Joni Wourow LRS
Field Rep., CSEA

SYOSSET CENTRAL SCHOOL DISTRICT

By: Carol Siantini
Superintendent of Schools

By: Man Herman
President, Board of Education