

Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: Copiague Union Free School District and Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO, Local 1000 & Suffolk County Educational Local 870, Copiague Union Free School District Teacher Aides/Teaching Assistants Unit (2004)

Employer Name: Copiague Union Free School District

Union: Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO

Local: 1000 & Suffolk County Educational Local 870, Copiague Union Free School District Teacher Aides/Teaching Assistants Unit

Effective Date: 07/01/04

Expiration Date: 06/30/09

Number of Pages: 16

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

AID
4841

AGREEMENT

by and between the
BOARD OF EDUCATION

NYS PUBLIC EMPLOYERS
RELATIONS BOARD
OFFICE OF THE CLERK
FEB 2 2006

OFFICE OF THE CLERK

of the
**COPIAGUE UNION FREE
SCHOOL DISTRICT**

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



Copiague UFSD Teacher Aides/Teaching Assistants Unit
Suffolk County Educational Local 870

July 1, 2004 - June 30, 2009



TABLE OF CONTENTS

ARTICLE 1	Recognition	1
ARTICLE 2	Length of Agreement	1
ARTICLE 3	Wages.....	1
ARTICLE 4	Longevity	1
ARTICLE 5	Holidays	2
ARTICLE 6	Insurance	2
ARTICLE 7	Sick Leave.....	3
ARTICLE 8	Bereavement Leave.....	3
ARTICLE 9	Dues Deduction.....	3
ARTICLE 10	Layoffs and Recall	4
ARTICLE 11	Emergency Closing	4
ARTICLE 12	Protection of Unit Members.....	4
ARTICLE 13	School Trips.....	5
ARTICLE 14	Starting Dates/Tentative Building Assignments.....	5
ARTICLE 15	Grievance Procedure	5
ARTICLE 16	Labor Management Relations	6
ARTICLE 17	Management Rights	6
ARTICLE 18	Section 125 of the I.R.S. Code.....	7
ARTICLE 19	Miscellaneous	7
EXHIBIT A	Teaching Assistant Salary Schedule	9
EXHIBIT B	Teacher Aide Salary Schedule	10
EXHIBIT C	Dates for Salary Step Changes.....	11

In order to effectuate the provisions of Article 14 of the Civil Service Law of the State of New York (The Public Employees Fair Employment Act) and to encourage and increase effective and harmonious working relationships between the Copiague Board of Education (hereinafter called the Board) and the Copiague Teacher Aides and Teaching Assistants represented by the Civil Service Employees Association, Inc. (hereinafter called the Union):

This Agreement is made and entered into on this 21st day of June 2004 by and between the Board of Education and the Association for the period commencing July 1, 2004 and shall continue in full force and effect until June 30, 2009.

ARTICLE 1
RECOGNITION

The Board of Education, Copiague Union Free School District, recognizes the Civil Service Employees Association, Inc. Local 1000 AFSCME, AFL-CIO as the exclusive representative for all teacher aides and teaching assistants employed with the Copiague Union Free School District. All other full or part-time employees are excluded.

ARTICLE 2
LENGTH OF AGREEMENT

Except as is specifically provided to the contrary herein, this Agreement shall remain in full force and effect from July 1, 2004 through June 30, 2009.

ARTICLE 3
WAGES

A. Effective July 1, 2004 through June 30, 2009, the wages for teaching assistants shall be in accordance with Exhibit A, and the wages for teacher aides shall be in accordance with Exhibit B.

B. Teaching assistants who substitute teach shall be paid their applicable teaching assistant wage for the first four (4) hours of substitute teaching. If the teaching assistant substitutes for more than four (4) hours a day, the teaching assistant shall be paid three-sevenths (3/7) of the applicable rate of pay of a substitute teacher for the remaining portion of the day, or prorated fraction of the applicable substitute's rate of pay if the teaching assistant works less than a full teaching day.

ARTICLE 4
LONGEVITY

Longevity stipends shall be paid to unit members covered under this contract according to the following schedule. Longevity stipends are not cumulative and are effective September 1 and February 1.

All Unit Members

2004 – 2006

40 cents an hour	commencing with the 10th year
50 cents an hour	commencing with the 15th year
60 cents an hour	commencing with the 20th year
70 cents an hour	commencing with the 25th year

2006 – 2007

43 cents an hour	commencing with the 10th year
53 cents an hour	commencing with the 15th year
63 cents an hour	commencing with the 20th year
73 cents an hour	commencing with the 25th year

2007 – 2008

44 cents an hour	commencing with the 10th year
54 cents an hour	commencing with the 15th year
64 cents an hour	commencing with the 20th year
74 cents an hour	commencing with the 25th year

2008 – 2009

45 cents an hour	commencing with the 10th year
55 cents an hour	commencing with the 15th year
65 cents an hour	commencing with the 20th year
75 cents an hour	commencing with the 25th year

ARTICLE 5
HOLIDAYS

A. All unit members who work five (5) days per week shall receive the following paid holidays: Thanksgiving Day, Christmas Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, and Washington's Birthday. In addition to the above, teaching assistants shall receive New Year's Day as a paid holiday, and teacher aides shall receive Memorial Day as a paid holiday.

B. All unit members who work less than five (5) days per week shall receive a prorata share (round off to the nearest whole number) of the above specified paid holidays. The selection of holidays to be prorated shall be made by the Superintendent of Schools or his designee after consultation with the Unit President.

ARTICLE 6
INSURANCE

All unit members working twenty (20) or more hours per week and otherwise meeting eligibility requirements may enroll in the New York State Health Insurance Plan presently in effect in the District. The District shall contribute thirty-five (35%) percent of the cost of family coverage and fifty (50%) percent of the cost of individual coverage for such employees.

ARTICLE 7
SICK LEAVE

A. Unit members who work five (5) days per week may be absent for reasons of illness for up to six (6) days in any school year. The accumulated number of sick days is unlimited.

Unit members who work less than five (5) days per week shall receive a prorata share (rounded off to the nearest whole number) of the specified six (6) days provided to members who work five (5) days per week.

Unit members shall be entitled to one (1) personal business day to be deducted from their accrued sick leave. Personal business days are not to be used as vacation, or for the purpose of extending weekends, holidays or recesses.

B. **Sick Leave Buy Back:** In lieu of fully accumulating unused sick days each year, six (6) hour teacher aides may have the option of being reimbursed for a portion of such days at the rate of \$30 per day with annual reimbursement not to exceed \$210; four (4) hour teacher aides may have the option of being reimbursed for a portion of such days at the rate of \$25 per day with annual reimbursement not to exceed \$100; and four (4) hour teaching assistants may have the option of being reimbursed for a portion of such days at the rate of \$30 per day with annual reimbursement not to exceed \$120. Teacher aides or teaching assistants who work less than a four-hour day may have the option of being reimbursed for a prorata share of the \$25 or \$30 daily rate (rounded to the nearest dollar), respectively. In the event such option is exercised, payment and entitlement therefore will be made solely at the end of the school year. Upon such payment, such days so reimbursed will not accumulate to sick leave.

ARTICLE 8
BEREAVEMENT LEAVE

In the event of a death in the immediate family, unit members will be allowed two (2) days bereavement leave in the school year. Immediate family is defined as an employee's spouse, children, mother, father, mother-in-law, father-in-law, grandmother, grandfather, sister, brother, sister-in-law, brother-in-law, and grandchild. A step-child, step-mother, step-father, step-sister, and step-brother shall be included in the definition of immediate family. A substitute parent shall be considered a member of the immediate family if the employee has lived with this person for twelve (12) consecutive months.

ARTICLE 9
DUES DEDUCTION

The CSEA, Inc. shall have exclusive rights to payroll deduction of dues. No other entity shall have such rights except if the parties otherwise agree. Such dues shall be remitted to CSEA at its headquarters in Albany, New York.

Employees may, through payroll deduction, have their membership dues deducted from their salary. Payroll deduction may only be made upon written approval of the employee. It will be the

responsibility of the Union to provide authorization cards for their members. Such authorization cards shall indicate the amount of deduction to be made.

ARTICLE 10 **LAYOFFS AND RECALL**

In determining the order of layoffs and recall, seniority will be considered but shall not be the sole exclusive factor. Other factors, including qualifications, special skills, training, and ability to perform the job, as well as past performance, will also be considered. The judgment of the Superintendent of Schools will be conclusive in this regard. Job openings will be posted in each building.

In the event the Board of Education determines that a layoff is necessary, the District shall notify the President of the unit as soon as possible of the layoff decision.

ARTICLE 11 **EMERGENCY CLOSING**

If school is closed due to inclement weather and the emergency closing day or days are not made up during the unit members' scheduled work year, unit members shall be permitted to return to work after their scheduled work year and before the end of the regular school year and make up the additional day or days lost because of emergency closing. The make-up days shall be scheduled by the Superintendent of Schools. In addition to such right to make-up days, when school is closed due to inclement weather, all unit members shall receive their normal pay without loss of entitlements for up to two (2) days a year. Additionally, if school is closed due to the return of unused emergency school closing days, all unit members shall receive their normal pay without loss of entitlement for up to one (1) day per year.

ARTICLE 12 **PROTECTION OF UNIT MEMBERS**

Employees will report all cases of physical assault by students suffered by them in connection with their employment.

Whenever an employee is absent from school as a result of personal injury caused by an assault occurring in the course of his/her employment or where the injury is sustained by a conflict with students while preventing harm to the employee, student or staff member, the employee shall be paid his/her full salary during such absence, for a period not to exceed one (1) year from the date of the occurrence, less the amount of any Workers' Compensation Insurance proceeds, and no such part of such absence shall be charged to annual or accumulated sick leave.

ARTICLE 13
SCHOOL TRIPS

In the event that a unit member is required to and directed by the building principal to participate in a school trip, the employee shall be paid for such extra work beyond the regular schedule in accordance with the unit member's normal hourly rate.

ARTICLE 14
STARTING DATES/TENTATIVE BUILDING ASSIGNMENTS

The School District shall provide unit members with tentative starting dates and tentative building assignments on or before June 30. It is expressly understood by the parties that this information is tentative and may be changed as necessary by the District after June.

ARTICLE 15
GRIEVANCE PROCEDURE

The Union and the employer shall make reasonable efforts to resolve all grievances and disputes. A grievance is defined as a complaint by an employee based upon an alleged violation of the provisions of this contract.

INFORMAL STATE

First Level Aggrieved party contacts immediate supervisor for discussion of the grievance. If the grievance is not resolved, the aggrieved, the immediate supervisor and the building principal shall meet at the request of the aggrieved for a further discussion of the grievance.

FORMAL STATE

First Level The employee shall present the grievance in writing to the building principal. A meeting with the aggrieved, immediate supervisor, building principal and the representative of the aggrieved shall be held. Failure to resolve the grievance at this level will result in proceeding to Level Two.

Second Level Within five (5) school days of the latter meeting, the aggrieved shall submit the grievance in writing to the Director of Personnel. Within ten (10) school days, the Director of Personnel will hold a meeting with the aggrieved and anyone the aggrieved requests to represent the aggrieved. Failure to resolve the grievance at this level will result in proceeding to Level Three.

Third Level Within five (5) school days of the completion of the discussions at the Second Level, the aggrieved shall submit the grievance in writing to the Superintendent of Schools. The Superintendent of Schools shall hold a meeting within ten (10) school days with the Director of Personnel, the representative of the aggrieved and the aggrieved. Failure to resolve the grievance at this level will result in proceeding to Level Four.

Fourth Level Within five (5) school days of the completion of the discussions at the Third Level, the aggrieved shall submit in writing, through the Superintendent of Schools, a request for a meeting with the Board of Education or a committee thereof and the Superintendent of Schools. The Board of Education or a committee thereof shall call such a meeting within fifteen (15) school days of the receipt of such request by the Superintendent of Schools and shall reach a decision within fifteen (15) school days of the meeting with the Board. The aggrieved and the representative of the aggrieved shall be present. The decision of the Board of Education shall be final.

A grievance will be deemed to have been waived unless presented within thirty (30) working days after the event or events on which the grievance is based is known or reasonable should have been known by the aggrieved party.

ARTICLE 16
LABOR MANAGEMENT RELATIONS

The Director of Personnel and/or his representative and up to three (3) representatives of the Union shall meet at mutually agreed times during the school year to consult informally on matters of districtwide concern relative to the personnel covered by this Agreement and to facilitate the implementation of this Agreement.

ARTICLE 17
MANAGEMENT RIGHTS

The Board and the Superintendent together retain the sole right of management and superintendence of the District and the rights to exercise the duties, rights, authority and obligations of the Board or Superintendence granted or imposed upon the Board or Superintendent by the laws of the State of New York and the United States. The Board and the Superintendent further retain the right of management of the District, the control of its properties and the maintenance of order and efficiency. Accordingly, the Board and Superintendent retain all rights, except as they may be expressly modified in this Agreement or otherwise governed by law, including but not limited to: the right to select and direct the work force; to suspend or discharge according to law or pursuant to this Agreement; to determine the qualifications for employment; to determine work standards; to assign, promote or transfer; to relieve unit members from duty because of lack of work; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed, amount of supervision necessary, equipment, methods; and to make reasonable and binding rules which shall not be inconsistent with this Agreement or law.

ARTICLE 18
SECTION 125 OF THE I.R.S. CODE

The employer agrees to implement a Section 125 plan for use by unit members effective as soon as practical.

ARTICLE 19
MISCELLANEOUS

A. This Agreement sets forth the entire agreement between the parties and the same shall not be changed, altered or modified except by written instrument signed by both parties.

B. Pursuant to the provisions of subdivision 3(b) of Section 207 of the Civil Service Law, the Union hereby affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

C. In the event any part of this Agreement is determined to be unenforceable as being contrary to law, the remainder of this Agreement shall survive and continue in effect. Copies of this contract will be made available by the Board and a copy distributed to each employee now employed or hereafter employed by the School District.

D. 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.

E. Any right or privilege not specifically delegated or granted by this Agreement is understood to remain a prerogative of the Board, so long as in the exercise thereof, the Board does not modify, amend or diminish any provision of this Agreement.

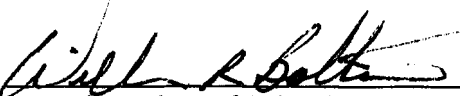
F. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item whether contained in this Agreement or not, during the term of this Agreement, except insofar as may be required by the provisions of this Agreement or by law.

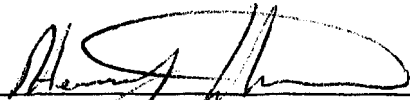
G. Anything contained in this Agreement to the contrary notwithstanding, the length of the work year, including starting and ending dates for all employees, as well as for different individual employees may vary and is subject to administrative determination.

H. All employees shall be required to wear district-issued identification tags at all times while on duty.


I. The Board of Education and the Union agree that personnel folders will be utilized to contain credentials, certification documents, transcripts, employment recommendations received by the District, statements of evaluation, and an employment record card. A unit member may inspect his/her personnel folder in the presence of a duly authorized Central Office Administrator, when an appointment has been made to do so, during Central Office business hours. At the time of inspection, the employee may make notes concerning the contents of the folder.

COPIAGUE UNION FREE SCHOOL DISTRICT

By 
Superintendent of Schools


President, Board of Education

COPIAGUE TEACHER AIDES & TEACHING ASSISTANTS

By 
President, Copiague Teacher Aides and
Teaching Assistants Unit

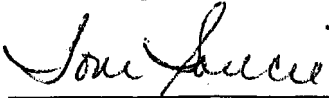

CSEA Labor Relations Specialist

EXHIBIT A

Teaching Assistant Salary Schedule
(per Four (4) Hour Session)

HS Diploma + 30 credits	2004/05	2005/06	2006/07	2007/08	2008/09
Step 1	54.82	56.74	58.73	60.64	62.46
Step 2	55.84	57.79	59.81	61.75	63.60
Step 3	56.89	58.88	60.94	62.92	64.81
Step 4	57.90	59.93	62.03	64.05	65.97
Step 5	58.93	60.99	63.12	65.17	67.13
Step 6	59.96	62.06	64.23	66.32	68.31
Associates or HS + 60 credits					
Step 1	58.93	60.99	63.12	65.17	67.13
Step 2	60.30	62.41	64.59	66.69	68.69
Step 3	61.62	63.78	66.01	68.16	70.20
Step 4	62.95	65.15	67.43	69.62	71.71
Step 5	64.27	66.52	68.85	71.09	73.22
Step 6	65.61	67.91	70.29	72.57	74.75
BA/BS Degree					
Step 1	78.58	81.33	84.18	86.92	89.53
Step 2	79.90	82.70	85.59	88.37	91.02
Step 3	81.22	84.06	87.00	89.83	92.52
Step 4	82.57	85.46	88.45	91.32	94.06
Step 5	83.89	86.83	89.87	92.79	95.57
Step 6	85.22	88.20	91.29	94.26	97.09

EXHIBIT B

Teacher Aide Salary Schedule
(Hourly Rate)

HS Diploma + 30 credits	2004/05	2005/06	2006/07	2007/08	2008/09
Step 1	12.52	12.96	13.41	13.85	14.27
Step 2	12.81	13.26	13.72	14.17	14.60
Step 3	13.08	13.54	14.01	14.47	14.90
Step 4	13.36	13.83	14.31	14.78	15.22
Step 5	13.69	14.17	14.67	15.15	15.60
Step 6	13.98	14.47	14.98	15.47	15.93
Step 7	14.27	14.77	15.29	15.79	16.26

EXHIBIT C

Dates for Salary Step Changes

Teachers and Other 10-Month Employees:

Beginning Work:

September, October or November	September 1
December, January, February or March	February 1
April, May or June	No change until the following year.

12-Month Employees:

Beginning Work:

July, August or September	July 1
October, November, December, January, February or March	January 1
April, May or June	No change until the following year.

Approved by Board of Education - December 21, 1964.

