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#### **Contract Database Metadata Elements**

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Employer Name: **Eastport/South Manor Central School District**

Union: **Clerical and Nurses Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000**

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GEN/9141

**AGREEMENT  
BETWEEN  
BOARD OF EDUCATION  
EASTPORT/SOUTH MANOR CENTRAL SCHOOL DISTRICT**

**AND**

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

**CLERICAL AND NURSES UNIT**

**DATED: JULY 1, 2003 TO JUNE 30, 2007**

**RECEIVED**

JAN 03 2007

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

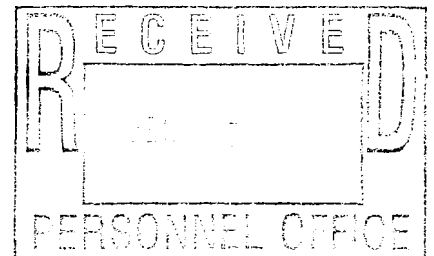


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## ARTICLE I

### A. RECOGNITION

The Eastport/South Manor School Board recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (herein "CSEA") as the sole and exclusive representative for all Clerical, Computer Technician, and School Nurse employees of the School District, unchallenged and exclusive for the maximum time period permitted under the Taylor Law.

### B. DUES AND AGENCY FEES

CSEA shall have exclusive rights to payroll deductions for dues, agency shop fees and union sponsored insurance and benefit programs for all employees covered by this agreement. The District shall, following each pay period, deduct such dues and/or agency fees from bargaining union members' paychecks and remit the amount so deducted with an alphabetical listing by bargaining unit, showing:

1. Employee name
2. Social Security Number
3. Dollar amount deducted for agency shop fees and/or dues
4. Home address
5. Annual Salary
6. Job Title

A separate check made payable to CSEA, Inc. covering the agency shop fee deductions and/or dues along with the listing will be forwarded to the Civil Service Employee's Association, Inc., 143 Washington Avenue, Capitol Box 7125, Albany, New York 12224. 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 that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any provision of this article.

**C. NO STRIKE PLEDGE**

The Eastport/South Manor Clerical and Nurses Unit, CSEA, affirms that it does not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike.

**D. LEAVE TO ADMINISTER AGREEMENT**

The Union and its designated agents shall have the sole and exclusive right to access to members of the bargaining unit during working hours to administer this agreement and to explain Civil Service Employees Association, Inc. sponsored benefits and programs.

**E. INFORMATION TO BE SUPPLIED BY EMPLOYER**

On the effective date of this agreement, the employer shall supply to the unit president a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deduction, and the first date of employment. Such information shall be provided to the unit on an annual basis.

**ARTICLE II**

**DEFINITIONS**

A. "Employee" means Clerical, Computer Technician and School Nurse personnel for whom CSEA is the recognized bargaining representative.

B. "Full-year Employee" are those employees whose regular work schedule covers 12 months, except part-time employees.

C. "School-year Employees" are those employees whose regular work schedule covers 10 months, except part-time employees.

D. "Part-time Employees" are those employees who work for the District but are not full-time employees as herein defined. This clause shall not deprive an employee of any benefit to which he/she is entitled under Civil Service Law by reason of being a part-time employee as therein defined.

E. "Full-time Clerical Employees" are, except as modified by Article III, (1) employees hired before July 1, 1986, who work, six (6) hours per day exclusive of a one hour lunch period, between September 1 and June 30 in addition to the summer hours required of all clerical employees; or (2) employees hired on or after July 1, 1986, who work, eight (8) hours per day exclusive of thirty (30) minute lunch period, in addition to the summer hours required of all clerical employees.

### ARTICLE III

#### WORK SCHEDULES AND SHIFTS

##### A. CLERICAL EMPLOYEES

###### 1. Summer Hours for All Clerical Employees:

During the summer, all employees will work a six and one half-hour workday, including a 30 minute lunch, except that an employee's request to work six hours without lunch shall not be unreasonably denied. Summer hours shall begin the first Monday after the last day of school and end on the day the faculty is required to return prior to the new school year.

2. Employees Hired Before July 1, 1986:

During the school year, all clerical employees hired on or before July 1, 1986 shall work from 7:45 a.m. to 2:45 p.m., with one hour for lunch and no coffee breaks, such employees will be paid, but not required to work during the school holiday periods. *7 hrs.*

3. Employees Hired on or After July 1, 1986:

During the School year, all clerical employees hired on or after July 1, 1986 shall work from 7:00 a.m. to 3:30 p.m., with thirty (30) minutes for lunch. However, the Board shall have the right to move the starting time thirty (30) minutes either way as per the needs of the District.

During periods when school is not in session such employees shall work from 8:30 a.m. to 11:30 a.m.

4. Former South Manor UFSD employees and all Nurses:

The regular school year work hours of bargaining unit members formerly employed by the South Manor UFSD shall be continued. The work year and work hours of all school nurses shall be continued. School nurses hired on or after July 1, 2005 shall have a 7 hour workday, plus one-half hour for lunch.

**ARTICLE IV**

**HOLIDAYS AND VACATIONS**

**A. HOLIDAYS**

Full-time employees shall be entitled to fourteen (14) paid holidays annually. These holidays shall be determined in consultation with school administration prior to July 1 of each year. A list of holidays for the school year shall be distributed by the District.



**B. VACATIONS**

1. All full year employees shall be entitled to one (1) week of paid vacation after one (1) year of service to the District; two (2) weeks of paid vacation after two (2) years of service to the District; three (3) weeks of paid vacation after three (3) years of service to the District; and four (4) weeks of paid vacation after six (6) years of service to the District.
2. Vacation shall be credited on July 1<sup>st</sup> based on the employee's vacation entitlement as of the employee's forthcoming anniversary date. Upon separation from service, the vacation allotment shall be prorated for the period of actual service during the year. Any amounts due the District for unearned vacation time shall be deducted from the final paycheck.
3. All vacations must be approved by the Superintendent.
4. Employees shall be entitled to maintain for future use all vacation leave accumulated prior to June 30, 2005. No additional accumulations shall be credited to the employee beyond the school year in which they were earned.

**ARTICLE V**

**SICK DAYS AND PERSONAL LEAVES**

**A. SICK DAYS**

1. Full-time employees in the employ of the District as of July 1, 1995 will be allowed one (1) paid sick day per month, cumulative to 160 days. For all full-time employees hired after July 1, 1995, sick days will be allowed at the rate of one (1) said sick day per month, cumulative to 120 days.

2. Unit members employed on or before June 30, 2005 shall be entitled upon retirement or termination of employment to payment for unused accumulated sick leave entitlement at the rate of one day's pay for each day of accumulated entitlement up to the maximum referred to at Paragraph A(1) above. *THOSE HIRED ON OR AFTER 4/1/05* As to all other employees, payment shall be contingent upon retirement as accepted by the New York State Employees' Retirement System after having reached the age of 55 years or older and having served at least 15 consecutive years in the District in a full-time capacity. As to these employees, payment shall be made at the rate of 3/5<sup>th</sup> payment for every one day of accumulated leave entitlement to a maximum of 90 days (150 days maximum sick leave accumulation). *"NO" BREAK IN EMPLOYMENT*

**B. PERSONAL LEAVE**

1. Full-time Employees:

Full-time employees will be allowed three (3) days of paid personal leave per year, with prior notice to the Superintendent. If not used, these days shall be credited to the accumulated sick leave. These personal days may be used for religious observance.

2. Ten (10) Month Employees:

Ten (10) month employees except Nurses will be allowed two (2) days per year for paid personal leave per year. Nurses will be allowed three (3) paid personal leave days per year. If unused, these days shall be credited to the accumulated sick leave.

3. Death in the Family:

Five days leave, with pay, will be granted all employees for each death in the immediate family; that is, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, grandmother, grandfather, husband, wife, members of spouse's immediate family, and grandchildren.

4. Cumulative Leave:

An annual statement of personal and sick days shall be furnished by the District to each employee by October 1<sup>st</sup> of each year.

**ARTICLE VI**

**HEALTH INSURANCE AND RETIREMENT PLAN**

**A. HEALTH INSURANCE**

The Board of Education shall provide the Empire Enhancement Health Insurance Plan for all full-time employees covered by the agreement subject to contributions to be made by employees, as follows:

1. Effective July 1, 2005, all members of the bargaining unit shall contribute to the cost of individual/family coverage at the rate of 5% of the cost of premium. Effective July 1, 2006 and thereafter, this contribution shall be increased to 10% of the cost of premium.

2. All members of the bargaining unit who, as of June 30, 2005, were eligible for and received fully-paid Individual or Family plan health insurance under the Eastport or South Manor collective bargaining agreements shall be entitled to additional salary as follows:

2005-06 school year – an amount equivalent to 5% of the cost of individual/family coverage at the rates in effect on July 1, 2005.

2006-07 school year and thereafter – an amount equivalent to 10% of the cost of individual/family coverage at the rates in effect on July 1, 2006.

Those employees who waive health insurance shall receive 50% of the premium of family or individual coverage, as applicable. The bargaining unit shall inform the District as to whether health waiver payments made after July 1, 2005 shall be made as a lump sum paid in December or added to biweekly paychecks.

**B. DENTAL INSURANCE**

All employees covered by this Agreement shall be enrolled in the CSEA Employee Benefit Fund Sunrise Dental Plan, fully paid for by the Board of Education.

**C. RETIREMENT PLAN**

1. The Board will offer Section 75-e under the New York State Employee's Retirement System to all employees effective July 1, 1975. Included in the section the Board offers as of July 1, 1971, the \$20,000 death benefit (life insurance) under the New York State Employees' Retirement System. The Board shall offer the Section 75-i retirement plan, effective upon ratification of this agreement.
2. Effective July 1, 1972, employees who are eligible for cumulative sick leave will be granted Section 41J of the New York State Employees' Retirement Plan which allows the application of "unused sick leave" as additional service credit upon retirement.
3. A retirement bonus of Three Thousand (\$3,000) Dollars for any employee who has completed ten (10) years of service in the District and is qualified to retire in accordance with the New York State Employees' Retirement System. A bonus of Five Thousand (\$5,000) Dollars for any employee who completed fifteen (15) years of service in the District and is qualified to retire in accordance with the New York State Employees' Retirement System. In order to qualify for either bonus, the employee must have given the District notice of the intent to retire by February 1, prior to the date of the next fiscal year.

**D. FLEX PLAN**

All employees shall be entitled to participate in the Flex Plan established by the District pursuant to Section 125 of the Internal Revenue Code.

## ARTICLE VII

### MISCELLANEOUS

#### A. EMERGENCY CLOSINGS

During school emergencies, employees will be excused from work with pay, at the Superintendent's discretion. If no emergency closing days are used by the District during the course of the school year, at the discretion of the Superintendent bargaining unit members shall receive additional days off equivalent to the number of emergency closing days scheduled but not used.

#### B. PERSONAL PROTECTION

1. Employees shall be free to join and participate in CSEA affairs without any intimidation or coercion. One personnel file is to be maintained which can be inspected by the employee in the presence of the Superintendent or his/her designee.
2. All employees who work at least 25 hours per week will be afforded protection of Article 5, Section 75 of the Civil Service Law after working twelve (12) months in the District.

#### C. SENIORITY CLAUSE

Seniority shall be defined as the length of continuous service in the District and shall be used in case of layoff, recall from layoff, vacation scheduling and promotions, except that the District may promote the most qualified employee and seniority shall be used in case of promotions when all employees who apply for a promotion are equally qualified for said position based on the qualifications established by the District and applicable Civil Service law and regulations. Where layoffs occur on or after the date of this agreement, more senior employees may bump less senior employees if the more senior employee's position is abolished and he/she is serving in a civil service classification which is higher than or equal to the classification in which the less

senior employee is serving and otherwise meets the qualifications of the position as set forth by the District.

**D. LABOR MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee established for the 2006-07 school year with three District members and three CSEA members, to consider the adoption and implementation of a salary schedule for job titles covered under this agreement and to present its findings to the parties.

**E. SICK LEAVE BANK**

Employees who are entitled to accrue and accumulate sick leave may be permitted in the discretion of the Superintendent to voluntarily donate sick days to other unit members who are out due to catastrophic illness and who have exhausted their sick leave on a case by case basis. Employees may not donate sick days for which they would not be eligible for payment upon retirement or termination of employment as per Article V (A)(2) above.

**F. COURT APPEARANCE**

If a unit member is named as a defendant in an action against the school district or is a witness on the District's behalf in a court proceeding, and such proceeding causes the employee to miss time from work, the employee will be permitted to attend such proceedings and will continue to receive his/her wages and benefits for the time required to be in court.

**G. JURY DUTY**

A unit member who is required to serve jury duty will receive his/her regular rate of pay and will surrender to the District any jury fees paid him/her by the Court.

## ARTICLE VIII

### GRIEVANCES

#### A. GRIEVANCE DEFINED:

A grievance is a complaint that the District has violated a specific provision of this contract.

#### B. GRIEVANCE PROCEDURE:

This grievance procedure shall be the employee's exclusive remedy for the alleged contract violation.

All CSEA employees shall be granted the following procedure in settlement of a grievance:

1. First Stage: The employee orally and informally confers with his/her immediate supervisor, within five (5) school days of the occurrence giving rise to the alleged grievance. Time shall be deemed of the essence with respect to such five (5) day period.  
The employee's failure to strictly adhere to his time limit shall constitute a waiver of the grievance.
2. Second Stage: If the grievance is not resolved by the immediate supervisor at the first stage, then the employee shall request in writing seven (7) school days following the informal conference, time being of the essence, a review of the determination of the immediate supervisor by the Superintendent, which Superintendent shall issue a written determination within fifteen (15) school days of his/her receipt of the employee's request for the Superintendent's review.
3. Third Stage: If the grievant is dissatisfied with the determination of the Superintendent, such employee may appeal to the Board, in writing, within fifteen (15) school days of his/her receipt of Superintendent's determination. Failure to strictly comply with the time limits provided for an appeal to the Board of Education, shall constitute a waiver of

the right to take such appeal. Upon timely notice of the written notice of appeal, which notice shall be served upon the District Clerk or the Superintendent, the Board will consider the appeal at its next regularly scheduled meeting, and the Board will render a determination within fifteen (15) school days of such meeting.

4. Fourth Stage: Where the CSEA is dissatisfied with the Board's determination at stage three, it may serve upon the Board of Education a demand for binding arbitration of the dispute. Such demand shall be made within ten (10) school days of the Board's determination. Timely service of such demand and compliance with the time requirements of the three prior stages of the grievance procedure shall be a condition precedent to an arbitrator's review of the Board's determination.

A mutually agreed upon third party shall serve as arbitrator. The arbitrator shall be selected from a list or lists provided to the parties by the Suffolk County Department of Labor. The parties shall review each successive list until a mutually acceptable arbitrator is found. CSEA may have its contract grievance reviewed by an arbitrator provided that the matter shall not have been litigated by the CSEA or any unit member in any other forum. Where the subject matter of the grievance has been litigated in another forum, arbitration shall not be available to CSEA. The arbitrator shall not have jurisdiction to hear or determine non-contract grievances and other matters as to which other means of resolution are provided for or foreclosed by this agreement or by law.

The arbitrator shall limit his/her decision strictly to the interpretation or application of the express provision(s) of the agreement submitted to him/her and shall deliver his/her award to the parties within twenty (20) school days following the last day of the hearing



or his/her receipt of briefs, whichever last occurs. The arbitrator shall be without power or authority to make any decision or award:

- (a) adding to, subtracting from, contrary to, inconsistency with, or modifying or varying in any way, the express terms of this agreement;
- (b) involving Board discretion or Board policy under the provisions of this agreement, under Board rules or regulations, under regulations having the force and effect of law, or under applicable law;
- (c) limiting or interfering in any way with the powers, duties and responsibilities of the Board or the Superintendent of Schools under the Board's rules and regulations, applicable law, or rules or regulations;
- (d) ordering the payment of damages, other than that which is the subject of the grievance, of any kind whatever;
- (e) The parties shall share equally the costs incurred in the arbitration.

#### ARTICLE IX

##### 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.

ARTICLE X

**COMPENSATION**

**A. OVERTIME PAYMENT**

1. The Fair Labor Standards Act as to payment for overtime work is expressly incorporated in this agreement by reference.
2. All overtime shall be paid by the second payroll period after the work has been performed.

**B. ADDITIONAL COMPENSATION**

1. Sundays: Double time will be paid for Sunday shifts.
2. Holidays: Holiday pay will be time and one-half with four (4) hours guaranteed, plus one day's pay, if an employee works on one of the fourteen (14) holidays designated by this agreement.
3. Past Practices: The parties agree that with the execution of a new contract covering all employees of the Eastport/South Manor Central School District, any and all past practices arising under the expired contracts from the former school districts which have merged to become the Eastport/South Manor Central School District, are hereby waived and shall not be applicable in connection with this contract or implementation of terms and conditions of employment by the aforesaid former school districts.

**C. SALARIES**

Minimum entry salaries are established by each classification. See Attachment #1. Salaries for all employees covered by this Agreement shall be increased as follows:

Year 1 - 3.5% increase    03-04

Year 2 - 3.5% increase    04-05

Year 3 - 3.5% increase    05-06

Year 4 - 3.5% increase    06-07

**D. LONGEVITY**

Longevity increments will be earned and added to any employee's salary and shall continue for the balance of the employee's employment as follows:

- 5 years of service - \$750.00 added to base salary
- 10 years of service - \$750.00 added to base salary
- 15 years of service - \$500.00 added to base salary
- 20 years of service - \$500.00 added to base salary
- 25 years of service - \$500.00 added to base salary

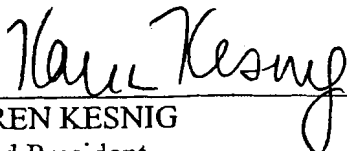
**ARTICLE XI**

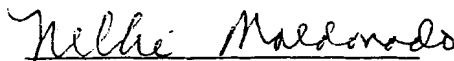
**DURATION**

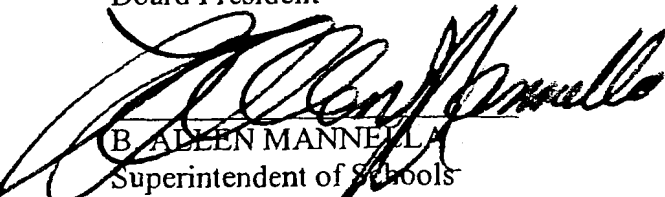
This Agreement shall become effective July 1, 2003 and shall terminate on June 30, 2007.

Eastport/South Manor CSD

Civil Service Employees  
Association, Inc.

  
KAREN KESNIG  
Board President

  
Unit President

  
B. ALLEN MANNELLA  
Superintendent of Schools

  
RIGO PREDONZAN, LRS

Dated: 11/30/05

Dated: 11/8/05

**ATTACHMENT 1**

**MINIMUM SALARIES**

**A. Probationary Period: Minimum Salaries (First Six (6) Months):**

**July 1, 2003: 27,207.00**

**July 1, 2004: 27,207.00**

**July 1, 2005: 27,207.00**

**July 1, 2006: 27,207.00**

**B. Permanent Employees:**

**July 1, 2003: 27,715.00**

**July 1, 2004: 27,715.00**

**July 1, 2005: 27,715.00**

**July 1, 2006: 27,715.00**