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

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Union: **East Moriches Non-Instructional Employees Unit, CSEA, AFSCME, AFL-CIO**

Local: **Suffolk County Educational Local 870, 1000**

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## **PREAMBLE**

In order to effectuate the provisions of Chapter 392 off the Laws of 1967; Public Employees Fair Employment Law, Article 14 of the Civil Service Law, and to encourage effective and harmonious working relationships between the East Moriches Board of Education and the non-instructional employees of the District, in order that the case of public education may best be served in East Moriches, THIS AGREEMENT IS MADE AND ENTERED INTO on the 1<sup>st</sup> day of July, 2011, by and between the Board of Education and its non-instructional staff members

## **ARTICLE I DEFINITIONS**

As used in this Agreement:

1. The term "Board" shall mean the Board of Education, East Moriches Union Free School District, East Moriches, New York
2. The term "Association" shall mean the Local 1000, Civil Service Employees Association, Inc., AFSCME, AFL/CIO.
3. The term "Member" shall mean all full-time clerical, full-time custodial personnel and full-time Technology Director personnel.
4. The term "Supervisor" shall mean the position of Superintendent or other personnel so designated by the Superintendent to act on his behalf.

## **ARTICLE II RECOGNITION**

- A. The East Moriches Board of Education recognizes the East Moriches School unit of the Local 1000, Civil Service Employees Association, Inc., AFSCME AFL-CIO, as the sole and exclusive representative for the clerical and custodial employees of the District for the maximum time permitted under the Taylor Law.

- B. The East Moriches School unit of the Local 1000, Civil Services Employees Association, Inc., AFSCME, AFL-CIO, 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.
- C. There shall be no reprisals of any kind against any employee who is a member of the Association by reason of his/her membership or non-membership in the Association or participation in its activities.

**ARTICLE III**  
**DUES DEDUCTIONS**

- A. The Board agrees to deduct from the salaries of its clerical and custodial employees dues for the Association as said employees individually and voluntarily authorize the Board to deduct, and to transmit the monies to the Association. Authorization shall be in writing in a form mutually agreed upon with the Association accepting the responsibility for collection and forwarding of these forms to the business office. CSEA, Inc. shall have the exclusive rights to payroll deductions for dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll period basis.
- B. The Association shall notify the Superintendent thirty (30) days prior to beginning of the school calendar year, the amount of monies to be deducted upon submission of dues authorization form signed by the employee. Said amount shall be in equal bi-weekly installments.
- C. The Association shall be solely responsible to account to the employees all disbursement of funds collected and shall indemnify and hold the School District harmless against all loss and liability, including, without limitation, all legal costs on account of any claim asserted by an employee relating to the collection, disbursement or purposes for which such dues collections may or shall be used.

- D. The Board agrees that it shall not accord dues deductions or similar check-off rights to any other employee organization for those represented by this union while the duly elected representative of the employees identified in Article II.

**ARTICLE IV  
GRIEVANCE PROCEDURE**

Level of Procedure:

- Step 1. An employee having a grievance (filed within thirty (30) days of occurrence) of an alleged violation, misapplication or misinterpretation of this Agreement may discuss it with the Superintendent of Schools with the objective of resolving the matter. It shall not, however, include matters which are reviewable by New York State and/or the Suffolk County Civil Service Commission.
- Step 2. If the aggrieved employee is not satisfied with the disposition of his/her grievance at Step 1, it shall be reduced to writing and presented to the Superintendent of Schools. Within ten (10) school days after the written grievance is presented to him, the Superintendent shall render a decision thereon, in writing, and present it to the employee.
- Step 3. If the employee is still not satisfied, he/she may file said grievance with the Board of Education. Within twenty (20) school calendar days after receiving the written grievance, the Board, or its duly constituted committee, shall meet with the aggrieved person. The Board shall review all pertinent evidence, if any, and hear all oral arguments. It shall render its decision no later than fifteen (15) school calendar days after such hearing and its determination shall be final and binding. The employee shall have the right to have a CSEA representative present throughout the Board proceeding.
- Step 4. If the Union is still not satisfied with the ruling in step 3, the aggrieved shall have the right to submit the matter to the American Arbitration Association. The decision of the Arbitrator shall be advisory in nature. Both parties shall equally share in the cost associated with arbitration.

**ARTICLE V**  
**HIRING/PROBATIONARY PERIOD/PERSONNEL FILES**

All non-competitive employees who have served a one (1) year probationary period will be furnished written charges when disciplined (suspended) or terminated. Board of Education will conduct a hearing upon the request of employees concerning a suspension or discharge and will be allowed to have a CSEA representative present.

- A. Within 15 days of hire, the District shall provide employees a copy of the Civil Service job description for the position he/she has been hired.
- B. Within 15 days of hire, the District shall provide employee information regarding the Family Emergency Medical Leave Act.
- C.
  - 1) Any document placed in the personnel file will be copied to the member.
  - 2) The member retains the right to answer/rebut in writing any material in his/her personnel file.
  - 3) The member shall be permitted to request copies of material in that member's file at no cost to the member.
  - 4) The member shall have the right to have a CSEA representative of his/her choice present when reviewing the member's personnel file.
- D. Members shall have the right to a CSEA representative accompanying them to meetings with an administrator. Such request can be made prior to the meeting or during the meeting.

**ARTICLE VI**

**HOLIDAYS**

- A. CLERICAL HOLIDAYS – There shall be 15 paid holidays as set forth below:

Independence Day	New Year’s Eve Day
Labor Day	New Year’s Day
Columbus Day	Veteran’s Day
Thanksgiving Day	President’s Day
Thanksgiving Friday	Holy Thursday
Christmas Eve Day	Good Friday
Christmas Day	Memorial Day
Martin Luther King Day	

- B. CUSTODIAL HOLIDAYS – There shall be 13 paid holidays as set forth below plus 2 floating holidays. The additional 2 days shall be taken at a time convenient to both parties. Any dispute regarding said days shall be determined by the Superintendent of Schools:

Independence Day	Christmas Day
Labor Day	New Year’s Day
Columbus Day	Veteran’s Day
Thanksgiving Day	Presidents Day
Thanksgiving Friday	Good Friday
Christmas Eve Day	Memorial Day
Martin Luther King Day	

- C. TECHNOLOGY DIRECTOR HOLIDAYS – There shall be 15 paid holidays as set forth below:

Independence Day	New Year’s Eve Day
Labor Day	New Year’s Day
Columbus Day	Veteran’s Day
Thanksgiving Day	President’s Day
Thanksgiving Friday	Holy Thursday
Christmas Eve Day	Good Friday
Christmas Day	Memorial Day
Martin Luther King Day	

- D. Should a contractual holiday fall on a weekend, employees will receive a “floating holiday” approved by the Superintendent. Such “floating holiday” must be taken within the current school year.
- E. The yearly district calendar will be presented to CSEA before its adoption in order to prevent conflicts.
- F. Both clerical and custodial staff shall have off any non-Federal holiday, when granted to other district employees, at the superintendent’s discretion.

**ARTICLE VII  
OVERTIME AND NIGHT DIFFERENTIAL**

- A.
  - 1) Any clerical employee who, in any given week, works in excess of 35 hours shall be entitled to compensatory time for each hour worked in excess of 35 hours, but not to exceed 5 hours per week (hereinafter “Compensatory Time”). Clerical employees who earn compensatory Time prior to June but whose requests to use it were denied, or who earn Compensatory time during the month of June and are unable to use that Compensatory Time prior to June 30 shall have the right to use that Compensatory time through September 30<sup>th</sup> of that calendar year. Any accrued Compensatory Time earned in June and not used by September 30<sup>th</sup> of that calendar year shall not be carried forward.
  - 2) Any time worked by any member over 40 hours per week shall be paid at a rate of 1 ½ hours for each hour worked in excess of 40 hours per week. Members who work on Sundays shall be paid at the rate of 2 hours for each hour worked. Emergency call-in will be paid at the rate of 1 ½ hours for each hour worked with a minimum 3 hour guarantee.
- B. Night differential shall be paid for any eight (8) hour shift beginning at 2:00 p.m. and ending before 8:00 a.m. at the rate listed below:
  - 1) \$2.00 per hour



- C. In the event of emergency closing(s) of school, custodians who are directed by the Superintendent of Schools to report to work shall receive a compensatory day at straight time for all hours worked for each school day closing(s). Said day shall be arranged to be taken by the employee, subject to the prior approval of the Superintendent of Schools.

**ARTICLE VIII  
VACATIONS**

- A. One-week vacation to be granted for all full-time employees after one year of employment.
- B. Two weeks vacation to be granted said employees after two years continuous service.
- C. Three weeks vacation to be granted after five years of continuous service.
- D. Four weeks vacation to be granted after ten years of continuous service.
- E. Vacation allowance for less than one year will be pro-rated at one-half of a day per month of employment to a maximum of 5 days.
- F. Vacations for clerical and custodial employees shall be as follows:
  - 1) Custodial employees' vacation periods shall be taken between July 1 and September 1, according to their position and length of service.
  - 2) Clerical employees' and the Technology Director's vacation periods shall be taken when school is not in session. Any exception shall be at the discretion of the Superintendent of Schools.
  - 3) The Board of Education may, however, and at its discretion, close down the school for two (2) weeks vacation period. It shall be the last week of July and the first week of August. The Superintendent of Schools shall notify the employees effected no later than March 1 of the school year.
  - 4) Vacation periods may be taken at other times during the school year at the discretion of the Superintendent.
  - 5) Vacation requests are applied for and granted based on seniority in the district.
- G. 1) Any member who has served the District for 15 years shall receive (1) additional vacation day per year.

- 2) Any member who has served the District for 20 years shall receive two (2) additional vacation days per year.
  - 3) Any member who has served the District for 25 years shall receive five (5) additional vacation days per year.
- H.
- 1) All clerical members hired prior to June 30, 2009 will have 5 additional vacation days to be used during the school breaks from September to June.
  - 2) All prior practices relating to members having additional holiday, vacation time with pay, or non-working days with pay, beyond those expressly provided for in this Agreement are expressly and unconditionally ended. It is the intent that this Section H replaces any and all such practices.
- I.
- Upon separation from employment, the member will be entitled to take any accrued vacation earned as of the first day of the year of separation but not used as of the date of separation.

**ARTICLE IX  
SICK LEAVE**

- A. Sick leave shall be accrued at one day per month of employment. The maximum accumulation shall be 360 days.
- B. Separation Pay:
- 1) The Board agrees to grant the employee upon separation, who has not reached the age of 55 years old, one (1) days pay for every three (3) days of accumulated sick leave not to exceed one hundred and twenty (120) days, at the current rate of pay.
  - 2) Employees fifty-five years or older shall receive upon separation from the district, 50% compensation of his/her accrued sick leave days, up to a maximum of 180 days.

**ARTICLE X  
PERSONAL LEAVE**

- A. Each full-time employee shall receive two (2) personal leave days. There shall be no accumulation of personal leave. Any unused personal days will be added to sick leave available to the member.

- B. Personal leave is defined as such personal matters which cannot be attended to at any other time and shall not be used as an extension of absences already provided for in other sections of this contract except with the approval of the Superintendent of Schools.

**ARTICLE XI  
BEREAVEMENT LEAVE**

- A. Leave due to death in the immediate family shall be: five (5) days for spouse, sibling, child, mother, father, step-parents and grandchildren.
- B. Three (3) days for aunt, uncle, grandmother or grandfather, nieces, nephews, mother-in-law and father-in-law.
- C. In the event of unusual circumstance, the employee may request additional days from the Superintendent of Schools. It shall be the discretion of the Superintendent of grant any additional days.
- D. At the time bereavement leave is used, the member must report to District the relationship of the deceased and the expected number of days of the leave, including, if known, and later date(s) when memorial related events for the deceased will occur, and other reasonable information the District requests. All bereavement leave must be taken contemporaneously with the passing of the relation or any subsequent memorial or similar service related to that relative's passing and cannot exceed the number of days allowed under this Article.

**ARTICLE XII  
HOURS OF WORK**

- A. Clerical employees shall work seven (7) hours per day when school is in session, except in cases of emergencies. When school is not in session, the hours worked shall be reduced to five (5) hours per day.
- B. Custodial workers shall work eight (8) hours per day. Scheduling of such hours shall be established by the Superintendent of Schools. Custodial workers shall be given two (2) weeks notice of any permanent change in shift except in cases of emergency.

- C. The Technology Director shall work seven (7) hours per day when school is in session, except in cases of emergencies. These hours are to be acknowledged as being flexible in nature, and whenever possible will conform to a start time between 7:00 a.m. to 10:00 a.m. and a quitting time between 2:30 and 5:30 p.m. based on workload demands.

When school is not in session, the hours worked shall be reduced to five (5) hours per day during school recess breaks.

Summer hours are to be no less than 24 hours and no more than 35 hours per week, determined by workload demand.

### **ARTICLE XIII FRINGE BENEFITS**

#### **A. HEALTH INSURANCE**

The East Moriches School Board is presently a member of the Government Employee Health Insurance Program available under Article XI of the Civil Service Law. The Board shall provide the full cost of the Empire Plan, plus Core Enhancements.

1) The provision of the Health Insurance Plan shall be identical to that which is provided for in the Teachers' contract. This contract shall be automatically amended in the event any changes may occur.

2) Starting July 1, 2011, all members hired after July 1, 1992 shall pay and have deducted from their paychecks the equivalent of eleven percent (11%) of the medical insurance premium paid by the District for that member. Starting July 1, 2013 and thereafter, all members hired after July 1, 1992 shall pay and have deducted from their paychecks the equivalent of twelve percent (12%) of the medical insurance premium paid by the District for that member. Should the District leave the Empire Plan and if the cost per member in the new medical plan is less than the Empire Plan cost per person as of July 1, 1992, then no cost for that new member shall be deducted until the cost exceeds the Empire Plan premium cost per member as of July 1, 1992.

3) Starting July 1, 2011, all members hired after July 1, 1993 shall pay and have deducted from their paychecks the equivalent of sixteen percent (16%) of the medical insurance premium paid by the District for that member. Starting July 1, 2013 and thereafter, all members hired after July 1, 1993 shall pay and have deducted from their paychecks the equivalent of seventeen percent (17%) of the medical insurance premium paid by the District for that member. Should the District leave the Empire Plan and if the cost per member in the new medical plan is less than the Empire Plan cost per member as of July 1, 1993, then no cost shall be deducted for that new member until the cost per member exceeds the Empire Plan premium cost as of July 1, 1993.

4) Starting July 1, 2011, all members hired before July 1, 1993 shall pay and have deducted from their paychecks the equivalent of one percent (1%) of the medical insurance premium paid by the District for that member. Starting July 1, 2013 and thereafter, all members hired before July 1, 1993 shall pay and have deducted from their paychecks the equivalent of two percent (2%) of the medical insurance premium paid by the District for that member.

5) The district guarantees that any change in the Health Insurance Plan will result in equal or greater benefits.

**B. LIFE INSURANCE:**

The Board shall provide term life insurance in the amount of \$20,000.00 per employee. Said premium shall not exceed \$500.00 for the clerical and custodial employees covered by this Agreement.

**C. DENTAL PLAN:**

During the term of this agreement, the Board shall contribute toward the premium cost of dental insurance as follows: The District will calculate fifty percent (50%) of the premium cost of dental insurance for each member as of July 1, 2003, and will pay that amount for each member each year of the contract. The members will be responsible for the balance of the premium. It is further understood that as the premium cost increases in subsequent years, the percentage paid by the District will be less than 50%.

D. N.Y.S. RETIREMENT PLAN:

1) All employees will be entitled to the New York State Employees' Retirement Plans in existence on the signing of this Agreement.

2) Any employee who has attained fifteen or more years of service to the District and is eligible to retire under the New York State Retirement System shall receive health insurance benefits. The retiree shall pay 15% of the premium cost (in 5% increments over the first three years of retirement) plus any and all premium increases subsequent to the date of retirement. Additionally, the District will provide an individual contract to the retired employee guaranteeing same.

E. The Board agrees to the non-contributory Section 60-b death benefit for all personnel.

**ARTICLE XIV  
SALARIES**

A. All CSEA salaries will be adjusted as indicated:

Year 1 – July 1, 2011	\$1,000.00
Year 2 – July 1, 2012	\$1,000.00
Year 3 – July 1, 2013	\$500.00

B. NEW or VACANT POSITIONS: When there are new or vacant positions, the Superintendent of Schools shall make every effort to consult with the President of the Association the starting salary of said position. However, it should be understood that the final decision rests with the Board of Education.

C. SUBSTITUTE CALL-IN: An employee who is directed by the Superintendent of Schools to telephone contact/call in substitute teacher personnel shall receive a \$3500.00 differential compensation in addition to their regular salary.

It is expressly understood that such compensation shall be pro-rata over the course of each academic year and ceases when employee either terminates voluntarily, decides not to continue the substitute call-in, or in the event the program is discontinued by the District.

D. LONGEVITY:           At the beginning of Year 10           \$ 850.00  
                                  At the beginning of Year 15           \$1000.00

At the beginning of Year 20	\$1200.00
At the beginning of Year 30	\$1500.00

**ARTICLE XV  
FAMILY CARE LEAVE**

Family Care leave shall be granted upon request for up to one (1) year of unpaid leave. An additional year of unpaid leave may be granted to the member provided he/she requests such extension no later than three (3) calendar months prior to the expiration of the original leave of absence. It shall be understood that conditions for such leave and the continuation thereof shall be determined by the Board of Education.

**ARTICLE XVI  
LEAVE OF ABSENCE**

Employees who have completed five (5) years of continuous service with the District and who become seriously ill or incapacitated by an accident and who have exhausted all of their leave, may apply for leave of absence for up to one (1) year. The Board of Education in its sole discretion may grant or deny such leave.

**ARTICLE XVII  
ASSOCIATION PRESIDENT**

The Unit President or his/her designee, shall be granted three (3) days off without any loss of pay or other benefits for the purposes of attending CSEA conferences and/or meetings regarding the running of the unit.

**ARTICLE XVIII  
DURATION**

This Agreement shall be in full force and effect from July 1, 2011 to June 30, 2014.

**ARTICLE XIX**  
**CIVIL SERVICE LAW**

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 he additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE XX**  
**JOB POSTING**

The District shall post a vacancy no later than two weeks following the Board's acceptance of a letter of retirement or resignation from any member, provided that at that time the District has determined to re-fill the vacancy. If the District determines to fill the vacancy at a later time, the District shall post the vacancy no later then two weeks following that determination. This provision shall also apply where a member's service has been terminated for cause.

**ARTICLE XXI**  
**REDUCTION IN FORCE**  
**(Excess of Employees)**

- A. In the event the District finds it necessary to reduce the workforce due to extenuating circumstances, the District shall:
- 1) Inform the Unit president of any intentions of such reductions as early as possible prior to the actual excess of members.
  - 2) Provide the Unit president with a full membership listing which includes hire dates.
  - 3) Excess members in the effected positions on a reverse seniority basis – last in first out.
  - 4) Provide effected members with COBRA information.
  - 5) Provide member compensation for any unused vacation time, at the current rate of employment.



- 6) Provide member compensation for any unused personal leave at the current rate of employment.
- 7) Provide member compensation for any unused compensatory time at the current rate of employment.
- 8) If applicable, the superintendent is to provide the Unit president with an updated listing of duties for the remaining membership.
- 9) Employment is to be offered back to excessed members on a last out first in basis.
- 10) A member's seniority status remains frozen at the time of his/her being excessed. If the member returns when recalled by the District, seniority status becomes unfrozen and resumes as normal.

## **ARTICLE XXII**

### **WORKSHOPS**

- A. The District is to provide the membership the opportunity to attend at least one workshop during the course of the school year, which is to be held during the spring superintendent's conference day.
- B. This workshop(s) shall be recommended by the CSEA membership for approval by the superintendent.
- C. Jury Duty attendance in court will not result in payroll deductions and the number of days served will not be deducted from the member's accumulated leave. With the exception of travel expenses, jury duty reimbursement shall be returned to the District.

## **ARTICLE XXIII**

### **EMPLOYMENT, RESIGNATION AND RETIREMENT**

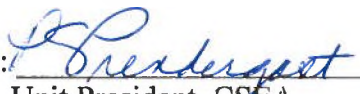
By July 31, of each year, the District shall provide the Unit President with a list containing the names, salaries, longevity and first dates of employment with the District of all active CSEA members.

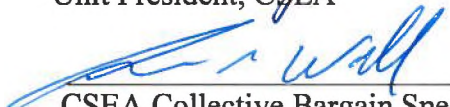
**ARTICLE XXIV**

**HEPATITIS B SERIES FOR MEMBERS**


The District shall provide members with hepatitis B series administered by the School Physician without cost to the member. If the member elects not to have the Hepatitis B series, the member will provide the District with a written waiver in a form required by the District.

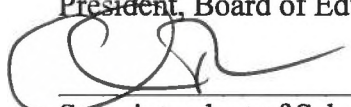
**ASSOCIATION**

By:  \_\_\_\_\_  
Unit President, CSEA

 \_\_\_\_\_  
CSEA Collective Bargain Specialist

**BOARD**

By:  \_\_\_\_\_  
President, Board of Education

 \_\_\_\_\_  
Superintendent of Schools

**APPENDIX A**  
**Retirees Health Insurance Contract**  
**AGREEMENT**

This is an Agreement, by and between the East Moriches Union Free School District, its successors and assigns by merger, consolidation, centralization, annexation or otherwise hereinafter referred to as the "District" and \_\_\_\_\_ a Civil Service employee, hereinafter referred to as "Retiree". The following satisfies provisions of Article XIII, Section D (2) of the agreement between the District and the Non-Instructional Employees dated July 1, 1994.

In consideration of the services rendered by \_\_\_\_\_ as a Civil Service employee for the past 15 years or more, to wit \_\_\_\_ years in the District, and upon the event of his/her retirement, the District hereby agrees that he/she shall receive health insurance benefits. The retiree shall pay 15% of the premium cost (in 5% increments over the first three years of retirement) plus any and all premium increases subsequent to the date of retirement: to wit : (\$ - family, or \$ individual), toward the monthly premium for the health benefits for said retiree for the remainder of his/her life, never falling below the percentage guaranteed by statute.

The retiree must have half his/her portion of the annual premium due on deposit with the school district by the 1<sup>st</sup> of July and the 1<sup>st</sup> of January. Failure of the retiree to pay their portion of the premium within 30 days after each due date will cause the insurance to be cancelled by the State.

It is understood by the parties that the term "health benefits" is intended to mean the hospitalization, major medical and prescription drug insurance in effect at the time of retirement, not to include dental.

The District specifically recognizes that \_\_\_\_\_ has relied upon the promise contained herein by the District to pay the aforesaid benefit costs not to exceed the premium cost on the day preceding the effective date of retirement for the lifetime of \_\_\_\_\_. Should the spouse of the retiree predecease the retiree and there be no dependents; then, the District's only obligation will be the single coverage up to the cost of the retiree's coverage on the date

of retirement, the retiree paying any difference. Should the retiree's dependent status change subsequent to retirement then the retiree shall notify the District and change his/her status to family or single coverage.

The retiree will still have to pay the difference between the premium cost single or family coverage the day prior to retirement and the current cost as provided above.

Signed: \_\_\_\_\_

Retiree

Signed: \_\_\_\_\_

District

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_