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

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4834

COPIAGUE PUBLIC SCHOOLS

Copiague, New York

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
RECEIVED

FEB 2 2005

**AGREEMENT**

OFFICE OF THE CLERK

**Between**

**THE BOARD OF EDUCATION**

**COPIAGUE UNION FREE SCHOOL DISTRICT**

**and**

**THE COPIAGUE ASSOCIATION OF PRINCIPALS**

7/1 6/30  
2004-2009



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This agreement is made and entered into on this 22nd day of March 2004 by and between the Board of Education, Copiague Union Free School District (hereinafter called "Board") and the Copiague Association of Principals (hereinafter call "CAP") for the period commencing July 1, 2004 and shall continue in full force and effect until June 30, 2009.

**ARTICLE I**  
**CERTIFICATION**

A. The Copiague Association of Principals (CAP) is the exclusive representative, pursuant to certification by the Public Employment Relations Board, for the following personnel employed by the Board for the purpose of negotiating collectively terms and conditions of employment and the determination of and administration of grievances:

1. Elementary Principal
2. Middle School Principal
3. High School Principal
4. Administrative Assistant to the Principal – Elementary
5. Elementary Assistant Principal
6. Middle School Assistant Principal
7. High School Assistant Principal

**ARTICLE II**  
**DUES DEDUCTION**

In accordance with Section 93(b) of the General Municipal Law and Article 14 of the Civil Service Law, the Board shall deduct the membership dues of the Copiague Association of Principals and its affiliates from the salaries of its employees, but only upon the written request of each such employee on an authorization card to be provided by the Association to the Assistant Superintendent for Finance and Operations.

The CAP shall submit a roster of its membership requesting deduction of dues to the Business Office by August 15. The dues shall be deducted in 10 payments starting with the first payroll in September. The CAP shall certify the amount of dues to be deducted for each member.

Late membership: No authorization or deduction cards shall be accepted later than September 25. Dues shall be deducted equally over the remaining pay periods commencing with the first pay period in October.

Any revocation of dues deduction shall be submitted in writing to the Assistant Superintendent for Finance and Operations, and such revocation shall become effective in accordance with the said signed payroll deduction authorization cards or otherwise as required by law. District shall notify the Association of this revocation as soon as possible.

### ARTICLE III WORK YEAR AND VACATION

A. **WORK YEAR:** The work year for the personnel covered by this agreement shall be as follows:

Elementary Principals, Elementary and Secondary Administrative Assistants to the Principals, and Middle School Assistant Principals employed by the District prior to July 1, 1997 shall work ten and one-half (10 ½) months: September 1 through June 30; ten (10) consecutive days in August immediately preceding September 1; one additional day during the summer months by mutual agreement with the Superintendent of Schools; and will work one additional mutually agreed upon day during the summer months upon the request of the Superintendent of Schools. High School Principal, Middle School Principal, and High School Assistant Principals shall work eleven (11) months: September 1 through June 30 and in addition shall work ten (10) consecutive work days commencing July 1 and shall also work ten (10) consecutive work days in August immediately preceding September 1. Any person newly appointed to a position within the bargaining unit on or after July 1, 1997 shall work eleven (11) months as defined above.

B. **SCHOOL CALENDAR:** CAP shall be consulted with respect to the School Calendar and afforded an opportunity to express its views prior to its adoption.

C. **HOLIDAYS AND VACATION PERIODS:** Personnel covered by this agreement shall be afforded the traditional holidays and vacation periods that are in the regular school calendar. However, they may, as in the past, work during vacation periods when the need arises with the mutual consent of the Superintendent of Schools and the administrator(s).

The Superintendent of Schools may approve adjustments in the work day vacation schedule.

### ARTICLE IV VACANCIES

The Board shall give written notice to CAP of any vacancy which occurs in a position covered by the agreement. Such notice shall contain:

1. A description of the position to be filled.
2. Qualifications for the position.
3. Procedure for application.

**ARTICLE V**  
**SICK LEAVE AND OTHER LEAVES OF ABSENCE**

A. **SICK DAYS:** Personnel covered by this agreement may be absent for reasons of illness/disability (including pregnancy) without loss of pay for up to the following number of days:

1. Twelve (12) days per year for all eleven (11) month employees.
2. Eleven and one-half (11 ½) days per year for all ten and one-half (10 ½) month employees.

B. **PAYMENT OF ACCUMULATED SICK LEAVE:**

1. The accumulated number of unused sick days is unlimited. All personnel covered by this agreement whose employment continues in this school district until retirement shall be entitled at the time of retirement under the New York State Teachers' Retirement System to receive payment for accumulated unused sick leave at the rate of one day for every two days so accumulated:
  - a. For the period prior to July 1, 1977 on the basis of 1/200th.
  - b. For the period after July 1, 1977 payment shall be calculated on the basis of 1/200th for ten month employees, 1/210th for ten and one-half month employees or 1/220th for eleven month employees based upon the employee's annual salary at the time of retirement.
  - c. For employees new to the bargaining unit after June 30, 2000, the accumulation of sick leave for payment under this provision will be limited to one hundred eighty (180) days.
2. Should a person covered by this agreement and in the employ of the District who has completed at least 20 years in the teaching profession, 10 of which must have been served in the Copiague Public Schools, die while in the service of the District, the estate of such person will be entitled to receive payment for accumulated unused sick leave of such deceased person at the rate of one day for every two days so accumulated.
3. In lieu of fully accumulating unused sick days each year, employees may have the option of being reimbursed for a portion of such days at the rate of \$65.00 per day with annual reimbursement not to exceed \$455.00. In the event such option is exercised, payment therefore will be made at the end of the school year. Upon such payment, such days so reimbursed will not accumulate to sick leave.

C. **PERSONAL DAYS:** An employee may be absent for personal reasons, other than sickness, for not more than five (5) days in any school year. Any such personal days taken by such employee shall be deducted from the number of allowable sick days.



The Board of Education and CAP have mutually agreed to a continuation of the removal of the existing restrictions of the personal day policy. It is CAP's contention that employees will use personal days with discretion and will not use these days consecutively wherever possible.

The Board of Education will review the use of personal days with CAP. Upon notice to CAP, the Board of Education may reinstate the following such restrictions. This reinstatement is not negotiable.

Personal days may not be used prior to or day following a holiday or be used to extend a vacation period. No two such personal days shall be taken in succession. In an unforeseen emergency, the Superintendent may recommend a waiver of the aforementioned provision. When a personal day will be used, the Superintendent shall be notified twenty-four (24) hours in advance that such a personal day is being taken. In emergencies, the Superintendent may waive advance notification when a personal day will be used.

**D. EXTENDED SICK LEAVE AT FULL PAY:** In the event an employee suffers a continuous illness or extended disability which prohibits his/her working for a period in excess of his/her accumulated sick day allowance, he/she shall be entitled to an additional twenty (20) days absence without loss of pay. A request in writing, supported by an M.D. certificate indicating the nature of the illness and/or disability, and the probable date of return to duty shall be presented. A medical examination performed by the School Physician may be required if the Superintendent of Schools deems it necessary. Any employee taking advantage of this extended sick leave allowance may replace the numbers of days thereof used by him/her in the following manner:

1. At the end of each school year, the number of unused sick days remaining will not accumulate, but will be used to replace the number of days used for extended sick leave purposes as herein provided. The Board shall require the repayment of sick leave days used under the extended sick leave privilege as follows:

The first year after the use of extended sick leave privilege, a repayment of not less than four (4) days must be made. An automatic salary deduction of 1/200th, 1/210th, or 1/220th (dependent upon work year) shall be made of any of the required repayment days not repaid from accumulated sick days, such repayment to be based on the salary in the year of illness. The same policy shall be in effect for the second, third and fourth year. ALL days used under this extended sick leave policy must be repaid by the end of the fifth year. Under no circumstances may sick leave days be borrowed from future accumulation of sick days to satisfy obligations under this policy.

2. If the employee leaves the District before all of the days used by him/her in the extended sick leave, as aforesaid, are replaced, the Board shall deduct from the employee's pay vouchers a sum equal to his/her regular salary for the days not so replaced. In the event the sum owed is not fully recouped by the District from the employee's pay vouchers, the employee shall be responsible to repay the District the monies owed hereunder.

**E. EXTENDED SICK LEAVE AT TWO-THIRDS PAY:** In the event an employee suffers a continuous illness or extended disability prohibiting his/her return to duty after the expiration of his/her sick days, accumulated sick days, and extended sick leave of twenty (20) days,

as herein provided, he/she shall, nevertheless, be entitled to receive two-thirds of his/her pay for a number of such additional days he/she may be absent, depending upon his/her length of service within the District as hereinafter provided:

<u>Years of Service</u>	<u>Number of Days Entitled at 2/3 Pay</u>	<u>Years of Service</u>	<u>Number of Days Entitled at 2/3 Pay</u>
1	0	7	35
2	0	8	40
3	0	9	45
4	15	10	50
5	25	11	55
6	30	12 and over	60

If the employee leaves the District before all of the days used by him/her in the extended sick leave at 2/3 pay, as aforesaid, are replaced, the Board shall deduct from his/her pay vouchers a sum equal to the amount paid him/her for the days not so replaced. This shall affect only those employees who start to borrow days at 2/3 pay after September 1, 1984. In the event that the sum owed is not fully recouped by the District from the employee's pay voucher, the employee shall be responsible to pay the District the monies owed hereunder.

F. An employee who takes advantage of the extended sick leave provisions under "D" and "E" of the Sick Leave Policy, requiring the repayment of borrowed sick days shall not be entitled to the benefit of such extended sick leave again until the borrowed days have been replaced.

G. **BEREAVEMENT:** In the event of a death in the immediate family, an employee is allowed a maximum of five (5) days absence. These days are in addition to the sick leave policy and are not deducted from accumulated days. The immediate family includes the employee's spouse, children, mother and father, sister and brother. 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. In the event of a death of a relation, an employee is allowed a maximum of three (3) days absence, and these days are in addition to sick leave and are not deducted from accumulated days. Relations are defined as employee's mother-in-law, father-in-law, grandparents.

H. **COURT APPEARANCE:** If an employee is under subpoena or his/her services are required by the school district for a court appearance, such absence shall not be charged to sick leave or personal days. An official copy of the subpoena must be presented to the Superintendent of Schools. This does not apply if an employee goes to court on his/her own personal business.

I. **JURY DUTY:** If an employee receives a court notice to appear for jury duty, he/she must first submit such notice to the Superintendent of Schools for approval. When a leave is granted, it is understood that he/she will receive his/her regular salary less jury fees.

J. **CHILD CARE LEAVE:** An employee may apply for a child care leave for a period of at least to the beginning of the next semester after the birth of the child for child-rearing purposes, such leave to commence not earlier than the date of birth of the employee's child. At the expiration of this period of time, the employee may apply for an extension of this leave for a period up to another year. In no event shall child care leave be extended beyond two (2) full years. If granted, child care leave shall be without pay. The period of leave may be shortened should the child not

survive the expiration of the leave period. Notwithstanding the above time limitations, the employee's return from a child care leave must coincide with the beginning of a school semester in order to ensure continuity of services. The Superintendent may, in his sole discretion, determine that it is in the best interests of the District to permit an employee to return from a child care leave earlier than the beginning of a school semester. Except in emergency situations, the employee shall provide no less than sixty (60) days written notice of his/her intent to apply for this leave to the Superintendent of Schools.

K. **MILITARY SERVICE:** An employee must have service in Copiague Schools prior to entering service. The employee shall be protected under Military Law, Section 243 and any other laws relating to military service for employees of school districts.

L. **VISITATION DAYS:** The Superintendent of Schools may approve those employee visitation days which he deems beneficial to the school district.

## ARTICLE VI COMPENSATION

A. Compensation shall be paid in accordance with the schedules annexed hereto:

1.	Schedule A	2004-2005
2.	Schedule B	2005-2006
3.	Schedule C	2006-2007
4.	Schedule D	2007-2008
5.	Schedule E	2008-2009

B. Advancement from one salary step to the next salary step shall be automatic where applicable, at the rate of only one step per year.

C. Placement for new probationary employees upon the foregoing schedules shall be determined solely by the Superintendent of Schools and approval by the Board of Education.

D. **LONGEVITY:**

1. Employees commencing their 10<sup>th</sup> year in the teaching profession shall receive an additional \$2,600 per year.
2. Employees commencing their 14<sup>th</sup> year in the teaching profession shall receive an additional \$2,600 per year.
3. Employees commencing their 18<sup>th</sup> year in the teaching profession shall receive an additional \$2,550 per year.
4. Employees commencing their 21<sup>st</sup> year in the teaching profession shall receive an additional \$2,500 per year.
5. Employees who do not receive an increment, but are receiving all four tiers of longevity shall receive an additional \$500 per year. The Association herewith

waives the applicability of Section 209-a-1-e of the Taylor Law to this \$500 payment, and this tier of longevity shall become null and void and have no force and effect on June 30, 2009.

The definition of "teaching profession," for the purpose of longevity, is understood to mean verifiable paid full-time certified teaching, supervisory and/or administrative experience, excluding per diem substitute experience, teaching aide/assistant experience, etc.

E. The Superintendent of Schools is authorized, but not required, to provide additional compensation (not to exceed in the aggregate \$3,000 in each year) to individual administrators solely designated by him/her for outstanding performance. The Association will be consulted with respect to the criteria for the payment of any such sum. The determination of the Superintendent of Schools as to any such designation, including the amount of additional compensation, if any, will be final, non-reviewable and not subject to the grievance and arbitration procedure.

**F. PAYROLL DEDUCTIONS:**

1. Employees may enroll in approved tax sheltered annuity plans:
  - a. Union Central Life Insurance Company
  - b. AUSA Life Insurance Co., Inc.
  - c. Aetna Life and Casualty Company
  - d. Edward D. Jones & Co.
  - e. The Equitable Life Assurance Co.
  - f. Fidelity Service Group
  - g. Presidential Life Insurance Company
  - h. Legend Service Corporation
  - i. Lincoln Investment Planning, Inc.
  - j. Long Island Financial Executives, Inc.
  - k. Mutual Financial Serv./Extebank
  - l. PMG Financial Services
  - m. Royal Life Insurance Co. of NY

Additional companies may be added subject to the approval of the Board of Education.

2. Employees may utilize payroll deduction for payment of loans to the Teachers Federal Credit Union, Farmingville, New York, and the New York State Teachers' Retirement System by filing a payroll deduction form with the Business Office.

**ARTICLE VII**  
**INSURANCE PROGRAMS**

A. The Board of Education shall provide to each member of CAP the following:

1. The dental health insurance plan in effect during the year 1980-81 for each member and dependents, at no cost to the member.

2. The long-term disability insurance plan in effect during the year 1980-81 at no cost to the member.
3. Insurance on the life of each member in the sum of \$112,500 at no cost to the member.

Once the unit member reaches the age of 70, the face value of the life insurance shall be reduced in accordance with the carrier's rules and procedures. Effective July 1, 1994, there will be a thirty-five (35%) percent reduction in the face value of the policy for persons who attain the age of 70 and an additional thirty-five (35%) percent for persons who attain the age of 75.

B. Members may enroll on a contributory basis in the New York State Health Insurance Plan presently in force in the school district: 90% of the cost will be paid by the District. Effective July 1, 1996, new hires to the District shall contribute an additional five (5%) percent of the family premium costs for health insurance and an additional two and one half (2 ½%) percent for individual coverage.

The District may change health insurance carriers with the consent of the Association.

Unit members who are eligible to participate in the health insurance plan presently in force in the District may opt to waive participation in said plan by submission of a waiver of coverage, in a form designated by the District, on or before June 15 of the previous school year. The unit member shall be entitled to receive thirty-five (35%) percent of the District's portion of the annual premium contribution that would normally be paid on the unit member's behalf. Said waiver payment, or pro-rata amount if the unit member does not exercise the option for the full year, shall be paid annually in one (1) lump sum in the last payroll in June of the year of non-participation, to the extent practical. Any unit member who wishes to participate in this benefit must present documentary proof that he/she possesses alternate or dual health insurance coverage.

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

1. Such report shall be in writing and shall be addressed to and filed immediately with the Superintendent of Schools.
2. The Board of Education shall provide, at its sole cost and expense, the services of the School Attorney where civil or criminal action is brought against a member, based upon disciplinary action by him against a pupil. In order to avail himself of this protection, the member must notify the Superintendent of Schools promptly, upon his becoming aware that such disciplinary action might result in further proceedings against the member.
3. Whenever a member is absent from school as a result of personal injury caused by an assault occurring in the course of his employment or where the injury is sustained by a conflict with students while preventing harm to the member, student or staff member, he shall be paid his 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 proceeds, and no part of such absence shall be charged to annual or accumulated sick leave.

D. In the event a personal injury does not arise as described in paragraph three (3) of this article, but occurs otherwise in the course of a member's employment, district obligation for the protection provided by paragraph three (3) shall not exceed a period of 120 school days from the occurrence.

## ARTICLE VIII RETIREMENT

A. Unit members who plan to retire shall advise the Superintendent of Schools, in writing, no later than February 1 of the school year in which the unit member intends to retire, of such retirement. It is understood that July and August following February 1 constitute part of the same year.

B. **Retirement Health Insurance:** During year **three** of the agreement, any employee eligible to retire without penalty under the New York State Teachers Retirement System shall be offered a continuation of health insurance into retirement at the contribution rate of twenty (20%) percent [eighty (80%) percent district contribution] through age 65. In order to be eligible for this provision, the employee must notify the Superintendent of Schools of his/her intention to retire, accompanied by an irrevocable letter of resignation effective June 30, 2007, no later than **February 1, 2007**.

During year **four** of the agreement, any employee eligible to retire without penalty under the New York State Teachers Retirement System shall be offered a continuation of health insurance into retirement at the contribution rate of fifteen (15%) percent [eighty-five (85%) percent district contribution] through age 65. In order to be eligible for this provision, the employee must notify the Superintendent of Schools of his/her intention to retire, accompanied by an irrevocable letter of resignation effective June 30, 2008, no later than **February 1, 2008**.

During year **five** of the agreement, any employee eligible to retire without penalty under the New York State Teachers Retirement System shall be offered a continuation of health insurance into retirement at the contribution rate of ten (10%) percent [ninety (90%) percent district contribution] through age 65. In order to be eligible for this provision, the employee must notify the Superintendent of Schools of his/her intention to retire, accompanied by an irrevocable letter of resignation effective June 30, 2009, no later than **February 1, 2009**.

Individual contracts will be entered into between the District and the retiree concerning this provision.

In the event that a catastrophic illness or other life-altering event requires an employee to retire before year three of the agreement, the employee may petition the Superintendent of Schools to have the District provide the benefits of the above provision at a contribution rate of twenty (20%) percent [eighty (80%) percent district contribution] through age 65. The employee may be required to submit medical and/or other documentation to the satisfaction of the Superintendent of Schools. The decision of the Superintendent shall be final and binding in this regard.

The Association herewith waives the applicability of Section 209-a-1-e of the Taylor Law to the entirety of this retirement/health insurance provision, and the retirement/health insurance provision shall become null and void and have no force and effect on June 30, 2009.

**ARTICLE IX**  
**ADMINISTRATOR'S PERSONNEL FILE**

Official Administrator files shall be maintained under the following conditions:

1. No evaluation of an Administrator's performance shall be placed in the file unless the Administrator shall first have an opportunity to read the material. The Administrator shall acknowledge that he has read such material by affixing his signature to the file copy. The signature shall indicate that he has read the material to be filed and shall not necessarily indicate agreement with its content.
2. The Administrator shall have the right to respond in writing within thirty (30) days to any material filed, and his response shall be attached to the file copy.
3. Upon request of the Administrator, he shall be permitted to examine the contents of his file. The examination shall be made in the presence of the person responsible for safekeeping the file. Privileged or confidential information relating to an Administrator's past employment or schooling shall not be subject to such examination.
4. An Administrator's file shall not be removed from school premises except in compliance with legal process.

**ARTICLE X**  
**GRIEVANCE PROCEDURE**

A "grievance" is defined as a complaint by an administrator or a group of administrators based upon an alleged violation of the provisions of this Agreement.

A. **PURPOSE:** The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may, from time to time, arise with respect to the working conditions of administrators under the terms of this Agreement. Both parties agree that this proceeding will be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing herein contained will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with his/her supervisor with a view to having the grievance adjusted.

**B. PROCEDURE:**

1. **LEVEL ONE:** An administrator with a grievance shall present the grievance in writing to his/her supervisor, who may render a written decision thereon within five (5) school calendar days after presentation.

2. LEVEL TWO:

- a. If the aggrieved person is not satisfied with the decision on the grievance at Level One, or if no written decision has been rendered within five (5) school calendar days after presentation of the grievance at Level One, the administrator may file the grievance in writing with the Superintendent of Schools. Such written grievance shall be filed within ten (10) school calendar days after presentation of the grievance at Level One.
- b. The Superintendent of Schools, or his designee, will represent the Administration at this level of the grievance procedure. The Superintendent, or his designee, will meet with the aggrieved person in an effort to resolve the grievance. The Superintendent, or his designee, may render a written decision on the grievance within ten (10) school calendar days after the receipt of the written grievance.

3. LEVEL THREE: If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered on the grievance within ten (10) school calendar days after the administrator has presented the written grievance to the Superintendent at Level Two, the administrator may file the grievance in writing with the Board of Education no later than fifteen (15) days after the presentation of the written grievance at Level Two.

The Board of Education, or a committee thereof, shall meet with the aggrieved administrator in an effort to resolve the grievance, and the Board may render a written decision thereon within fifteen (15) school calendar days after presentation of the written grievance at this level.

4. LEVEL FOUR:

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school calendar days after the presentation thereof, the administrator may elect to submit the grievance to arbitration by filing a written request, therefore, with the Board of Education within twenty (20) school calendar days after presentation of the grievance at Level Three.
- b. Within ten (10) school calendar days after such written request for arbitration has been filed with the Board of Education, the aggrieved person and the Board shall agree upon a mutually acceptable arbitrator who shall be an experienced, impartial and disinterested person of recognized competence in the field of public education, and will endeavor to obtain a commitment from said person to serve as the arbitrator. If the parties are unable to agree upon an arbitrator or to obtain his commitment to serve within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party.

The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.



- c. The arbitrator so selected will confer with the representatives of the School Board of a committee thereof and the aggrieved person; shall promptly hold such hearings as may be necessary; and shall issue his decision no later than twenty (20) school calendar days from the date of the close of such hearings, or if oral hearings have been waived, then from the date of submissions of the final written statements and proofs which may be furnished to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact and conclusions in the issue submitted. The arbitrator will be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be filed with the School Board and the aggrieved person, and subject to all provisions of law, shall be final and binding. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.
- d. The cost for the services of the arbitrator, including per diem expenses, if any, and actual or necessary travel or subsistence expense, shall be borne equally by the School Board and the aggrieved person.

**C. RIGHTS OF ADMINISTRATORS TO REPRESENTATION:**

1. No reprisals of any kind will be taken by the School Board or any member of the administration against any party in the grievance procedure by reason of participation therein.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of the party's own choosing, except that the administrator may not be represented by a representative of any administrative organization other than CAP. All written notices and statements required in this grievance procedure may be served and filed by such representative, but the aggrieved person must also sign.

**D. MISCELLANEOUS:**

1. If, in the judgment of CAP, a grievance affects a group or class of administrators, the processing of such a grievance may be commenced at Level Two, and CAP shall be deemed to be the "aggrieved person" within the meaning of this grievance procedure.
2. Decisions at all levels of the grievance procedure shall be in writing and shall be transmitted promptly to all interested parties.
3. Anything contained herein to the contrary, notwithstanding, if an administrator or a group of administrators claim a grievance with respect to a matter not embraced within this contract, he/she may nevertheless pursue such grievance under the terms of this Article, except for Level Four which shall not be available to him/her in such case. In such case, the party claiming grievance shall be entitled to a hearing before the Board of Education.

4. In the event the Superintendent proposes a change of by-laws or policy to the Board of Education which will affect the terms or conditions of employment not covered by the terms of this Agreement, he shall discuss the proposal with representatives of CAP with respect to the substance of such proposal.
5. A grievance will be deemed to have been waived unless presented within forty-five (45) school days after the event or events on which the grievance is based is known or reasonably should have been known by the grieving party.

**ARTICLE XI**  
**MANAGEMENT RIGHTS**

The District is charged by law to have in all respects the superintendence, management, and control of the District. Except as expressly limited herein, nothing contained is intended nor shall it have the effect of abridging or violating the rights or obligations accorded to or imposed upon the District by the laws of the State of New York.

**ARTICLE XII**  
**SECTION 125 OF THE IRS CODE**

All unit members shall be entitled to participate in a Section 125 plan implemented by the District.

**ARTICLE XIII**  
**IDENTIFICATION TAGS**

All unit members shall be required to wear District-issued identification tags at all times while on duty.

**ARTICLE XIV**  
**CONTRACTUAL PROVISIONS**


- A. This Agreement shall become effective as of July 1, 2004 and shall expire on June 30, 2009.
- B. This Agreement cannot be changed, altered or modified, except in writing, signed by both parties, which writing will be considered as an addendum to this Agreement.

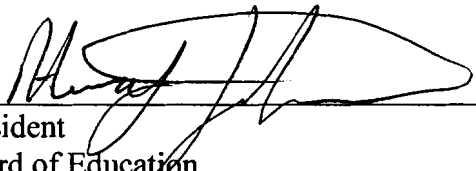
**ARTICLE XV**  
**NO-STRIKE CLAUSE**

Pursuant to the provisions, subdivision 3(b) of Section 207 Civil Service Law, CAP 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.

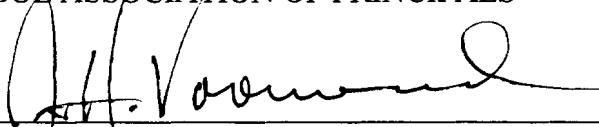
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

COPIAGUE UNION FREE SCHOOL DISTRICT

By   
Superintendent of Schools

  
President  
Board of Education

COPIAGUE ASSOCIATION OF PRINCIPALS

By   
President  
Copiague Association of Principals

**ADMINISTRATIVE SALARY SCHEDULE "A" 2004-2005**

STEP	PRI-HS	PRI-MS	PRI-EL	AP-HS	AP-MS	AP-EL	AA-EL
1	114,824	110,181	100,246	89,873	87,509	73,314	67,659
2	116,939	112,334	102,400	92,665	89,634	75,190	69,545
3	119,054	114,487	104,554	95,455	91,750	77,066	71,429
4	121,169	116,640	106,708	98,246	93,887	78,942	73,314
5	123,284	118,793	108,862	101,037	96,014	80,818	75,200
6	125,399	120,946	111,016	103,827	98,140	82,694	77,086
7	127,514	123,099	113,170	106,617	100,267	84,570	78,971
8	129,629	125,252	115,324	109,409	102,393	86,446	80,855
9	131,744	127,405	117,478	112,199	104,518	88,322	82,740
10	133,859	129,558	119,632	114,991	106,645	90,198	84,626

**ADMINISTRATIVE SALARY SCHEDULE "B" 2005-2006**

STEP	PRI-HS	PRI-MS	PRI-EL	AP-HS	AP-MS	AP-EL	AA-EL
1	118,843	114,037	103,755	93,019	90,572	75,880	70,027
2	121,032	116,266	105,984	95,908	92,771	77,822	71,979
3	123,221	118,494	108,213	98,796	94,961	79,763	73,929
4	125,410	120,722	110,443	101,685	97,173	81,705	75,880
5	127,599	122,951	112,672	104,573	99,374	83,647	77,832
6	129,788	125,179	114,902	107,461	101,575	85,588	79,784
7	131,977	127,407	117,131	110,349	103,776	87,530	81,735
8	134,166	129,636	119,360	113,238	105,977	89,472	83,685
9	136,355	131,864	121,590	116,126	108,176	91,413	85,636
10	138,544	134,093	123,819	119,016	110,378	93,355	87,588

**ADMINISTRATIVE SALARY SCHEDULE "C" 2006-2007**

STEP	PRI-HS	PRI-MS	PRI-EL	AP-HS	AP-MS	AP-EL	AA-EL
1	122,705	117,743	107,127	96,042	93,516	78,346	72,303
2	124,966	120,045	109,428	99,025	95,786	80,351	74,318
3	127,226	122,345	111,730	102,007	98,047	82,355	76,332
4	129,486	124,645	114,032	104,990	100,331	84,360	78,346
5	131,746	126,947	116,334	107,972	102,604	86,366	80,362
6	134,006	129,247	118,636	110,953	104,876	88,370	82,377
7	136,266	131,548	120,938	113,935	107,149	90,375	84,391
8	138,526	133,849	123,239	116,918	109,421	92,380	86,405
9	140,787	136,150	125,542	119,900	111,692	94,384	88,419
10	143,047	138,451	127,843	122,884	113,965	96,389	90,435

**ADMINISTRATIVE SALARY SCHEDULE "D" 2007-2008**

STEP	PRI-HS	PRI-MS	PRI-EL	AP-HS	AP-MS	AP-EL	AA-EL
1	126,386	121,275	110,341	98,923	96,321	80,696	74,472
2	128,715	123,646	112,711	101,996	98,660	82,762	76,548
3	131,043	126,015	115,082	105,067	100,988	84,826	78,622
4	133,371	128,384	117,453	108,140	103,341	86,891	80,696
5	135,698	130,755	119,824	111,211	105,682	88,957	82,773
6	138,026	133,124	122,195	114,282	108,022	91,021	84,848
7	140,354	135,494	124,566	117,353	110,363	93,086	86,923
8	142,682	137,864	126,936	120,426	112,704	95,151	88,997
9	145,011	140,235	129,308	123,497	115,043	97,216	91,072
10	147,338	142,605	131,678	126,571	117,384	99,281	93,148

**ADMINISTRATIVE SALARY SCHEDULE "E" 2008-2009**

STEP	PRI-HS	PRI-MS	PRI-EL	AP-HS	AP-MS	AP-EL	AA-EL
1	130,178	124,913	113,651	101,891	99,211	83,117	76,706
2	132,576	127,355	116,092	105,056	101,620	85,245	78,844
3	134,974	129,795	118,534	108,219	104,018	87,371	80,981
4	137,372	132,236	120,977	111,384	106,441	89,498	83,117
5	139,769	134,678	123,419	114,547	108,852	91,626	85,256
6	142,167	137,118	125,861	117,710	111,263	93,752	87,393
7	144,565	139,559	128,303	120,874	113,674	95,879	89,531
8	146,962	142,000	130,744	124,039	116,085	98,006	91,667
9	149,361	144,442	133,187	127,202	118,494	100,132	93,804
10	151,758	146,883	135,628	130,368	120,906	102,259	95,942