

EMPLOYMENT AGREEMENT

between the

BOARD OF EDUCATION

of the

***William Floyd Union Free School District
of the Mastics-Moriches-Shirley***

and

***Civil Service Employees Association, Inc.
Local 1000 AFSCME, AFL-CIO***

Covering the Office Staff Unit

July 1, 2018..... June 30, 2023

TABLE OF CONTENTS

Article I – Recognition	1
Article II – Union Deductions – Agency Shop	1
Article III – Association Meetings	2
Article IV – Union Release Time	2
Article V – Vacancies	2
Article VI – Work Day/Year Schedules/Holidays & Conditions	3
Article VII – Evaluations, Personnel Files, Professional Growth	7
Article VIII – Salaries	8
Article IX – Longevity	10
Article X – Starting Salary	11
Article XI – Sick Day Buy-Out	11
Article XII – Fringe Benefits	12
Article XIII – Leaves	16
Article XIV – Perfect Attendance Bonus	20
Article XV – Separation/Retirement	21
Article XVI – Reasonable Suspicion Drug/Alcohol Testing	25
Article XVII – Grievance Procedure	25
Article XVIII – Labor Management	26
Article XIX – Legislative Approval	26
Article XX – Duration of Agreement	26
Article XXI – Distribution of Agreement	26
Article XXII – Non-Waiver of Rights	26
Article XXIII – Appendices	26

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ARTICLE I - RECOGNITION

The Board of Education of the William Floyd Union Free School District of the Mastics-Moriches-Shirley, Town of Brookhaven, Suffolk County, New York (“the District”), grants exclusive recognition to the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO (“the Association), for school District clerical employees to the extent indicated herein.

The CSEA clerical bargaining unit shall include all clerical/secretarial positions utilized within the District except those excluded below. Such recognition shall extend for the maximum period permissible by law. Excluded from the clerical bargaining unit shall be any clerical/secretarial employees assigned to the District Office, and any clerical/secretarial personnel assigned to the Superintendent or Assistant Superintendents. Also excluded are clerical aides employed by the District.

The Association affirms that it does not assert the right to strike against the District or any government, to assist or participate in any strike, or to impose an obligation to conduct, assist or participate in such a strike.

There shall be consultation with the Association prior to changing any District policies changing office staff terms and conditions of employment.

ARTICLE II - UNION DEDUCTIONS - AGENCY SHOP

The Association, having been recognized as the exclusive representative of employees within the bargaining unit, shall have exclusive rights to payroll deductions of dues and premiums for union-sponsored insurance and benefit programs, and agency shop fee deductions for all employees covered by this Agreement. Such dues and/or agency shop fees shall be remitted to

the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, on a payroll period basis. Consistent with applicable law, no other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Association.

The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability, including reasonable attorneys' fees, that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with this Article.

Members of the unit shall have the right to have deductions for the payment of premiums for AFLAC supplemental health insurance withheld from their salaries. Employees may authorize such deductions by submitting signed authorizations to the District's Business Office. Such authorizations shall continue in full force and effect unless revoked in writing by the employee. The District shall remit such deducted monies to the appropriate party to which the monies have been assigned.

ARTICLE III - ASSOCIATION MEETINGS

The District may, with the permission of the Superintendent of Schools ("the Superintendent") or his/her designee, allow the absence of clerical staff for the purpose of conducting Association meetings. This Article shall not be grievable.

ARTICLE IV - UNION RELEASE TIME

The President of the Unit and up to six (6) additional members of the Union shall be granted paid release time to attend negotiations if the District agrees to schedule negotiations during the unit members' regular work day.

The Unit President and/or a member of the Unit's Executive Board may hold a meeting with a unit member during the regular work day to discuss potential grievances and/or other questions concerning the meaning or application of this Agreement, provided that such meeting does not disrupt District operations. Arrangements for any such meetings must be made in advance through, and with the approval of, the Assistant Superintendent for Human Resources or his/her designee.

ARTICLE V - VACANCIES

1. All clerical staff vacancies shall be posted in each school building's main office and emailed to the entire clerical unit's membership and all clerical staff shall be permitted to apply for same. All vacancy notifications shall be dated and written applications shall be made to the District Human Resources Office within five (5) business days of the date of posting.
2. Clerical personnel who are being considered for an involuntary transfer or involuntary reassignment shall be so advised by the District prior to the change taking place. A meeting shall be held with the employee, Unit President or

her designee and the Assistant Superintendent for Human Resources who will review the reasons for such transfer or reassignment. The District Office Administration shall discuss the location, assignment and distribution of clerical personnel with the Unit on an annual basis. Input and suggestions from the Unit President shall be solicited and considered in placement of clerical positions in the District. However, the Superintendent or his/her designee shall have final determination in the assignment and location of all clerical personnel.

3. Employees wishing to apply for a vacancy or wishing to transfer to a similar position must apply for same on a written application provided by the District. Such positions shall be filled on the basis of qualifications to be determined by the District; provided, however, where the District judges the qualifications of two applicants as equal, then seniority shall control. Those individuals selected for a vacancy or transfer must satisfy all applicable civil service requirements for the position.
4. All employees shall serve a probationary period of twenty-six (26) weeks.
5. Notice of all vacancies in existing or newly-created positions which arise during the summer recess shall be sent to the Union and all members of the unit who request such notification in writing prior to the end of the school year.
6. In the event that a current District employee from any other of the District's bargaining units is subsequently hired for a position within the CSEA Office Staff Unit and the District intends to provide compensation and/or benefit levels to such individual other than as set forth in the CSEA Office Staff Unit collective bargaining agreement, the parties hereby agree that the District shall notify the President of the Office Staff Unit or his/her designee of the compensation and benefit levels for such individual and shall meet and discuss the issue with the Unit President prior to implementation.

ARTICLE VI - WORK DAY/YEAR SCHEDULES/HOLIDAYS & CONDITIONS

A. Work Schedules

Each work year shall be comprised of the twelve (12) month period between July 1 and the following June 30. For purposes of the calculation of a unit member's daily and/or hourly rates the work year shall be defined as one hundred and ninety (190) days for ten (10) month employees, and two hundred and fourteen (214) days for eleven (11) months employees. Salaries shall be prorated at the hourly rate for employees who work other than the normal work year. The normal work year shall be distributed as follows:

1. **The Regular School Work Year:**
 - a. The parties agree that the regular school work year shall be defined as the period of September 1 – June 30 and shall consist of approximately

190 work days comprised of seven and one-half (7.5) hours of actual work with one-half (.5) hours allowed for lunch for a total of eight (8.0) hours per day. Employees shall not be required to work on those days when school is closed between the first and last day of school for students. The parties also agree that the District may require unit members to work up to a maximum of one hundred ninety-two (192) work days depending upon the school calendar. Twelve (12) month clerical employees will receive a list of days off for the school year, as mutually agreed between the District and the Association and approved by the Board of Education and Superintendent of Schools.

b. Ten (10) month employees

All ten (10) month clerical employees shall be granted three (3) additional days off, to be scheduled and taken at such time as mutually agreed between the District and the Association.

If the District, in its discretion, determines that the presence of certain unit members are not needed during the final two (2) weeks of school, but that there is a need for such unit members to perform work during the summer months, a representative of the District's Human Resources Department may seek volunteers to substitute work days during the final two (2) weeks of June for alternative days of work during the summer months as set forth herein. If the District chooses to exercise its discretion to seek volunteers, a representative from the District's Human Resources Department shall notify the individuals in the effected positions by no later than June 1 of the number of days it would like to substitute. Unit members interested in substituting such days in June for alternative days during the summer may apply to do so by filing an application with the personnel office within three (3) days of the posting. The District shall have the sole discretion to determine the number of days needed and the individuals chosen.

All other additional days of work which are needed by the District during the summer months shall be posted. The District shall have the sole discretion to determine the number of days needed and the individuals chosen.

2. **Summer Schedule:**

During the period of July 1st through August 31st, the summer schedule for unit members shall be as follows:

a. Eleven (11) month employees

1. During the summer period, eleven (11) month employees shall be entitled to four (4) consecutive weeks off at a time designated by the District.

All eleven (11) month employees shall also be granted five (5) additional days off as set forth below, exclusive of July 4th, during the period from July 1st to August 31st. Upon prior approval of the building principal, during the period from July 1st to August 31st, employees shall be granted one day off each such week, up to a maximum of four (4) days, and one (1) additional day off during the first week of July. Such employees will be notified by no later than May 31st of the date of the additional day during the first week of July which has been mutually agreed between the District and the Association.

2. In each of the weeks as stated above, such employees will be scheduled by the District to work seven and one-half (7.5) hours/day, inclusive of one-half (0.5) hours allowed for lunch, provided, however, that staffing shall be staggered by the District both to ensure adequate coverage until 3:00 p.m. and to ensure that each office is staffed Monday-Friday.

3. Floating Vacation – Unit members may flex up to one (1) week of vacation set forth above and use it during the summer months (July and August), subject to the needs of their department and/or building, and provided that they obtain the prior written approval of the Administration. Unit members shall not be allowed to utilize such vacation days on July 1st or 2nd and/or within five (5) business days prior to the Superintendent conference day held in August or September, unless they receive prior written approval as set forth herein.

b. Twelve (12) month employees

1. During the summer period, twelve (12) month employees shall be entitled to two (2) consecutive weeks off at a time designated by the District. The District shall make every reasonable effort to advise such employees of the dates of the two (2) week period by no later than May 31st each year. All twelve (12) month employees shall also be granted five (5) additional days off, exclusive of July 4th, during the period from July 1st to August 31st. Such employees will be granted either a Monday or a Friday off (4 days total) and one (1) additional day during the first week of July. Such employees will be notified by no later than May 31st of the date of the additional day during the first week of July which has been mutually agreed between the District and the Association.

2. In each of the weeks as stated above, such employees will be scheduled by the District to work seven and one-half (7.5) hours/day, inclusive of one-half (0.5) hours allowed for lunch, provided, however, that staffing shall be staggered by the District both to ensure adequate coverage until 3:00 p.m. and to ensure that each office is staffed Monday-Friday. Employees within each office shall be scheduled to work either a Monday-Thursday or Tuesday-Friday work week.

3. **Twelve Month Employee Paychecks**

All twelve (12) month clerical employees shall receive twenty-six (26) prorated checks for their base salary. They shall also receive per diem pay or compensatory days off for any additional days worked beyond the eleven (11) month calendar as described above. To the extent that a twelve (12) month employee works such additional days beyond the eleven (11) month work calendar and chooses compensatory time off instead of per diem pay, such employees may be entitled to up to ten (10) compensatory days off without pay during the school year which shall be scheduled at such time as approved by their immediate supervisor.

B. **Overtime/Compensatory Time**

Overtime work must have the prior written approval of the Assistant Superintendent for Human Resources or his/her designee. The Pre-Approval of Overtime/Compensatory Form shall be used for this purpose. Overtime shall be paid at the rate of time and one-half (1.5x) the employee's regular hourly rate for each hour worked in excess of forty (40) hours per week.

With the approval of the Assistant Superintendent for Human Resources, an Employee may receive compensatory time off instead of receiving overtime pay for all work performed in excess of forty (40) hours per week. In such case, Compensatory time shall be calculated at the rate of time and one-half (1.5x) for each hour worked. Compensatory time may be accumulated to a maximum of thirty-seven and one-half (37.5) hours at any given time and may not be carried over from year to year (July 1 – June 30). Once the thirty-seven and one-half (37.5) hour cap has been reached, all overtime work performed thereafter must be compensated as overtime pay until the accumulation has been reduced below thirty-seven and one-half (37.5) hours. Accrued and unused compensatory time as of June 30 shall be paid to the unit member in the second paycheck in July of each year.

Requests for the use of compensatory time shall be made to the unit member's immediate supervisor no less than seventy-two (72) hours in advance. The seventy-two (72) hour notice may be waived by the member's immediate supervisor in the event of an emergency. If the request to waive the seventy-two (72) hour notice requirement is denied by the immediate supervisor, the employee may appeal the denial to the Assistant Superintendent for Human Resources whose decision shall be final and shall not be subject to grievance. Use of compensatory time may be denied if it necessitates the use of a paid substitute, the payment of overtime/ compensatory time for a replacement and/or if it would be disruptive to the department/office, as determined in the sole non-grievable discretion of the employee's immediate supervisor. Compensatory time may not be utilized in conjunction with holidays or vacation.

C. **Chaperoning**

When there is a need for chaperones at District events (including but not limited to: school concerts, school plays, dances, ceremonies, etc.) and there are not enough Instructional Staff to cover the event, the chaperone assignments shall be posted in all

buildings and emailed to all clerical staff and shall be open to clerical staff. The clerical staff will be paid at the current chaperone rate of pay for such chaperoning.

ARTICLE VII - EVALUATIONS, PERSONNEL FILES, PROFESSIONAL GROWTH

A. Evaluations

1. It is the prime purpose of evaluations to determine the ability of the employee to perform his/her duties and responsibilities and the effectiveness of the employee's services. Evaluations shall reflect the overall performance of an employee while in the employment of the District and further reflect the overall conduct of the employee while on duty.
2. A copy of the annual evaluation is to be supplied to the employee by the immediate supervisor.
3. Completion of the evaluation form shall be the responsibility of the immediate supervisor and the Superintendent or his/her designee when deemed appropriate. All evaluations are to be signed by the employee and the evaluator(s).
4. The Union and the District agree to form a committee to review the evaluation procedures and to receive input from the Union on the criteria of the evaluations. Such committee shall be comprised of an equal number of representatives from the District and the Union. The committee shall issue a non-binding report with their recommendations to the Superintendent of Schools by the end of the 2018-2019 school year. Nothing that is mandatorily negotiable shall be implemented unless and until mutually agreed upon by the District and the Union.

B. Personnel File

Evaluations shall be placed in the employee's personnel file annually. Employees shall be entitled to have their written commentary permanently attached to their evaluations, provided such written commentary is submitted within fifteen (15) working days of receipt of their evaluation.

There shall be only one (1) official personnel file per employee. Employees shall provide the District with at least one (1) week notice prior to being allowed to inspect and copy all material except confidential material contained within his/her personnel file during regular business hours, including the employee's lunch period.

C. Educational Opportunity Program

Members of the Unit who have completed a minimum of one (1) year of full-time service as a member of the Unit, shall be eligible for reimbursement for tuition for job related courses to help improve those skills applicable to their current job. Course eligibility for reimbursement shall be subject to the sole nongrievable discretion and prior written approval of the Assistant Superintendent for Human Resources or his/her designee.

Reimbursement shall be made on a first come first serve basis following the District's receipt of documentary evidence establishing successful completion of the class/program ("B" if graded, Pass if Pass/Fail, Certificate of Completion if no grade is issued) and shall be limited to a maximum of Four Hundred (\$400) Dollars per member per school year and Four Thousand (\$4000) Dollars per school year in the aggregate for the Unit.

An employee who receives a tuition reimbursement for courses completed within twelve (12) months prior to voluntary separation/retirement from the District shall have the Four Hundred (\$400) Dollars deducted from their last paycheck, or if such paycheck is insufficient to cover the cost, shall repay the District the Four Hundred (\$400) Dollars.

D. Job Related Seminars/Conferences/In-Service Classes

One Thousand Five Hundred Dollars (\$1,500) shall be allocated each year for employees covered by this Agreement to attend job-related seminars or conferences approved by the Superintendent or his/her designee. Allocated money may now be used for In-Service group educational classes.

ARTICLE VIII - SALARIES

- A. The 2018-19 salaries for members of the unit shall be derived by increasing their respective 2017-18 base salaries by 3.1%.

The 2019-20 salary increases for members of the unit shall be derived by increasing the 2018-19 base salaries by the percentage generated pursuant to the Revenue Formula set forth below, capped at three and one-half (3.50%) percent effective July 1, 2019.

The 2020-21 salary increases for member of the unit shall be derived by increasing the 2019-20 base salaries by the percentage generated pursuant to the Revenue Formula set forth below, capped at three and one-half (3.50%) percent effective July 1, 2020.

The 2021-22 salary increases for members of the unit shall be derived by increasing the 2020-21 base salaries by the percentage generated pursuant to the Revenue Formula set forth below, capped at three and one-half (3.50%) percent effective July 1, 2021.

The 2022-23 salary increases for members of the unit shall be derived by increasing the 2021-22 base salaries by the percentage generated pursuant to the Revenue Formula set forth below, capped at three and one-half (3.50%) percent effective July 1, 2022.

Revenue Formula

1. Effective July 1, 2019 any annual salary increases for the 2019-20, 2020-21, 2021-22 and 2022-23 school years shall be at least the net percentage change in revenue resulting from changes in State Aid and the District's Property Tax Levy as set forth herein, subject to the caps set forth above. For purposes of this Article only, "State Aid" shall consist solely of "Non-Expense-Driven Aid", including but

not limited to Foundation Aid, Gap Elimination Aid and High Cost Excess Cost Aid. "Expense-Driven Aid," including but not limited to Transportation Aid, BOCES Aid, Building Aid, Textbook/Library/Software Aid, etc., shall not be considered "State Aid" and shall be excluded for purposes of calculating annual salary increases. In addition, competitive grants and/or categorical aid (i.e., Title 1) shall not be considered State Aid and shall also be excluded for purposes of calculating the annual increase.

The District shall provide the Association President with a comprehensive calculation including all applicable state aid and tax levy numbers.

2. For purposes of the calculation of base salary increases only, the District's Tax Levy for the next school year shall be defined as the maximum allowable tax levy that the District could adopt without having to pierce the cap, regardless of what tax levy is included in the adopted budget. For the current school year, the Tax Levy shall be defined as the Tax Levy adopted by the Board..

3. In no case shall the base salary increase received for the 2019-20, 2020-21, 2021-22 or 2022-23 school years be greater than three and one-half (3.50%) percent higher, or less, than the base salary received for the previous school year. In no event shall a unit member earn a base salary less than he/she did in the previous school year.

4. The applicable annual increase, if any, shall be calculated upon approval of the State and District budgets, utilizing the following formula:

The annual increase equals the sum of the change in the Property Tax Levy amount (Section 2) plus the change in the approved State Aid amount (Section 1) divided by the sum of the current State Aid plus the current Property Tax Levy amount.

(A) \$ amount of State Aid as defined for next school year (Section 1)
minus (B) \$ amount of State Aid as defined for current school year (Section 1)
equals (C) \$ amount increase/decrease in State Aid
(D) \$ Amount of Maximum Allowable Property Tax Levy for next year (Section 2)
minus (E) \$ Amount of the adopted Property Tax Levy for current year (Section 2)
equals (F) \$ Amount increase/decrease in Property tax Levy

Formula for percentage increase:

$$\text{Base Salary \% Increase} = \frac{\text{C+F}}{\text{B+E}} \times 100 \text{ (not to exceed 3.5\%)}$$

5. In the event that the final State Aid numbers are not known to the District by July 1st, the application of the salary increase formula set forth above shall be delayed until the State Aid numbers have been finalized, provided, however, that

any base salary increase resulting from the application of the formula set forth above, shall be retroactive to July 1st.

6. In any school year in which a bargaining unit member becomes eligible to move to a higher longevity step pursuant to Article IX, that unit member shall be eligible to move to a higher longevity step and/or the new column regardless of either the cap or the formula.

The Revenue Formula set forth above shall sunset at the expiration of the Agreement and shall not continue beyond the expiration of the Agreement pursuant to the Triborough Amendment.

The annual salary earned by employees for each July 1 through June 30 fiscal year shall be paid during such fiscal year in twenty-six (26) approximately equal bi-weekly installments; provided, however, that, the District reserves the right to periodically adjust its payroll practices to prevent employees from being paid in advance of services rendered by them. In the event that payroll adjustments are necessary to prevent such occurrences, the District shall notify the Unit President not less than sixty (60) days prior to such adjustment being made.

ARTICLE IX - LONGEVITY

Effective July 1, 2018, Longevity shall be as follows:

After 5 years of service to the District:	\$700
After 10 years of service to the District:	\$2,100
After 15 years of service to the District:	\$2,800
After 20 years of service to the District:	\$3,600

Effective July 1, 2019, each longevity step set forth above shall be increased by twenty-five (\$25) dollars.

Longevity payments are not cumulative. Longevity payments will be pro-rated for those employees whose anniversary date is other than July 1. Longevity will be prorated for 10 month employees. Longevity shall be payable in the first pay period in July each year.

Effective July 1, 2018, longevity shall be based on years of full-time service in the District, not just years of service in the unit. For employees on the active payroll as of October 2, 2018, the District shall re-calculate all longevity service, to include years of service in the District. Should, after the recalculation of longevity service, a unit member receive additional credit for purposes of the longevity calculations, increases to the longevity amount, if any, shall be applied for all future longevity payments that are received on or after December 1, 2018. In no circumstances, however, shall the District pay retroactive longevity payments to those unit members who may have received additional years of credit for prior District service.

ARTICLE X – STARTING SALARY

The starting salaries for eleven (11) month positions within the unit shall be as follows effective July 1, 2018:

Clerk Typist/Office Assistant:	\$32,237.05
Senior Clerk Typist/Senior Office Assistant:	\$35,356.66
Clerk:	\$28,077.56
Data Entry Operator:	\$23,918.07
School Attendance Aide:	\$22,878.20
Stenographer:	\$34,316.79

The starting salaries set forth above shall be prorated for ten (10) month employees. Effective July 1, 2018, the starting salaries shall be increased by one-half (1/2) of the percentage generated by the Revenue Formula in each year of the contract.

ARTICLE XI - SICK DAY BUY-OUT

Employees who have accumulated more than thirty (30) sick days as of June 30th shall be eligible for payment for those sick days in excess of thirty (30) days as follows:

1. The maximum number of sick days that may be purchased each year shall not exceed thirty (30) days, unless otherwise approved by both the Superintendent and Board of Education. Any sick days purchased shall be deducted from the employee's total accumulation.
2. Requests for payment of sick days pursuant to this Article must be made in writing and submitted to the Assistant Superintendent for Human Resources between June 1st and June 30th only. Payment for such days shall be made no later than the second pay period in July.
3. Employees who accumulated at least two-thirds (2/3) of their sick days in preceding school year shall be paid for each day purchased at their regular daily rate. (E.g, if eligible for twelve (12) days per year, then the employee may use no more than four (4) sick days during the school year leaving eight (8) remaining from that year's allotment as of June 30th in order to be eligible for payment at this rate; if eligible for eleven (11) days per year, then the employee may use no more than three and one-half (3.5) sick days during the school year leaving seven and one-half (7.5) remaining from that year's allotment as of June 30th; if eligible for ten (10) days per year, then the employee must use no more than three (3) sick days during the school year leaving seven (7) remaining from that year's allotment as of June 30th).
4. Employees who have accumulated more than one-half (1/2) of their sick days but less than two-thirds (2/3) of their sick days during the preceding school year shall be paid for each day purchased at the rate of one-half (1/2) their regular daily rate.

5. Sick Day Buyout payments shall be paid no later than the second pay period in July.

ARTICLE XII - FRINGE BENEFITS

A. Health Insurance

1. The District shall pay one hundred (100%) percent of the premiums for family and/or individual health insurance coverage for the William Floyd Medical Plan (which continuously reflects the equivalent to the then current NYSHIP Empire Plan) for all eligible employees in the bargaining unit who enroll in such plan. Members of the unit employed on or after October 30, 1990 shall not be eligible for coverage in the William Floyd Medical Plan while eligible for coverage under another plan from another source that provides for the Empire Plan (Core Plus All Enhancements) or for a plan which matches the Empire Plan or a plan which provides better coverage and for which the unit member would be required to contribute ten (10%) percent of the premium or less. If the unit member would be required to contribute more than ten (10%) percent of the premium cost of such alternative coverage, the District may, at its option, decline to cover the unit member and to pay the employee an amount equivalent to the difference between the required contribution amount and ten (10%) percent of the premium cost of such plan.
2. Effective July 1, 2018, unit member who are ineligible to receive the District's health insurance and prescription drug coverage as a result of Subsection A(1) above, shall not be eligible for the employee contribution levels set forth below. Such unit members shall instead have the option of selecting only option (a) or (b) below:
 - (a). Enroll in the District provided plan, William Floyd Medical Plan (which continuously reflects the equivalent to the then current NYSHIP Empire Plan), self-insured by the District and administered by a third party administrator, and contribute 100% of the health insurance premium equivalent costs for the applicable health insurance plan (e.g., family or individual coverage); or
 - (b). Decline the District provided insurance as set forth in paragraph (a) above and enroll in a health insurance plan that is provided through a source other than the District (which may be the NY State Health marketplace).
3. Employees ineligible for coverage as a result of subsection A(1) above, who are not eligible for dental and/or optical coverage from another source may enroll in the District's dental and/or optical plans outlined below (see Sections B and C), provided, however, that the declination benefit set forth in Section D shall be Nine Hundred (\$900) Dollars rather than One Thousand Two Hundred Fifty (\$1250) Dollars.

4. Employees ineligible for coverage as a result of subsection A(1) above, who are eligible for dental and/or optical coverage from another source may terminate such coverage from another source and enroll in the District's dental and/or vision plans outlined below (see Sections B and C), provided, however, that the declination benefit set forth in Section D shall be Nine Hundred (\$900) Dollars rather than One Thousand Two Hundred Fifty (\$1250) Dollars.

When a husband and wife are each employed in the District only one (1) shall be eligible to enroll in the District's health insurance plan. It shall be the sole discretion of the affected couple to designate which of them shall be the health plan enrollee. The spouse who declines coverage shall be eligible for the declination benefit set forth in their applicable collective bargaining agreement.

The Plan provided shall be the William Floyd Medical Plan (continuously reflects the equivalent to the then current NYSHIP Empire Plan), self-insured by the District and administered by a third party administrator.

5. All unit members shall contribute six (6%) percent of their applicable Health Insurance premiums (individual and/or family) based on the NYSHIP (Empire Plan) premium rates up to a maximum of one thousand seven hundred twenty-five (\$1,725) dollars per school year (July 1-June 30) for family coverage and seven hundred seventy-five (\$775) dollars per school year (July 1-June 30) for individual coverage. The District shall continue to pay one hundred (100%) percent of the Dental and Vision premiums.

Effective July 1, 2018, active unit member contributions shall be based on the Empire Plan premium rates and shall increase in each year based on the following schedule, except however, in any school year that the Revenue Formula results in a percentage increase less than 0.5%, there shall be no health insurance contribution increase in that school year. In any school year that the Revenue Formula results in a percentage increase greater than 0.5% but less than 1%, the health insurance contributions shall increase by one-half (1/2) of what is set forth below in that school year:

- (a). Effective July 1, 2019 – an additional 1%
- (b). Effective July 1, 2020 – an additional 1%
- (c). Effective July 1, 2021 – an additional 1%
- (d). Effective July 1, 2022 – an additional 1%

The District shall continue to pay one hundred (100%) percent of the Dental and Vision premiums.

Only the primary enrollee shall be required to make the applicable Health Insurance contributions where two (2) unit members are spouses or domestic partners.

The NYSHIP (Empire Plan) premium rates on which the premium contribution is based shall change as the Empire rates change over time (*e.g.*, each January 1st). Premium contributions shall be accomplished on a pre-tax basis subject to applicable law and regulations.

6. The District may replace the existing plans provided:

- (a) It gives the Union sixty (60) days' notice; and
- (b) It consults with the Union and no written objection is received within such sixty (60) days.

If the Union objects to a switch in plans, it shall advise the District in writing during the sixty (60)-day period outlined above and simultaneously file a demand for binding arbitration. In such case, the arbitrator shall commence hearings on such grievance within thirty (30) days and shall render a decision within fifteen (15) days of the close of the hearing.

The standard to be used by the arbitrator to determine whether a switch can be made shall be whether the new plan(s), taken as a whole, is/are substantially equal to the prior plan(s). The parties agree that if the District enrolls in the Empire Plan, it shall be deemed substantially equal to the District's plan in effect at the time of the switch.

No switch in plans shall be made until the arbitrator has ruled on the grievance.

B. Dental Insurance

The William Floyd School District Dental Plan shall have a two thousand (\$2,000) dollar calendar maximum. The District shall pay one hundred (100%) percent of the premiums for dental insurance for all eligible employees who enroll in such plan.

The dental insurance plan may be replaced by the District provided the procedures outlined for a health insurance plan switch are followed.

C. Optical Insurance

The District shall pay one hundred (100%) percent of the premiums for the William Floyd School District Optical Plan for all eligible employees who enroll in such plan.

The optical insurance plan may be replaced by the District provided the procedures outlined for a health insurance plan switch are followed.

D. **Declination of Health Insurance Benefits**

Any employee may decline the health insurance benefits and be reimbursed One Thousand Two Hundred Fifty (\$1,250) Dollars on the second paycheck in June of that school year. If for any reason an employee decides to opt out of the declination of insurance program during the school year, they will forfeit eligibility for the One Thousand Two Hundred Fifty (\$1,250) Dollars and be placed back into the insurance plan after meeting the requirements of returning to the plan.

Effective July 1, 2018, in the event at least thirty-five (35%) percent of the unit declines the District's Health Insurance, the health insurance declination payments set forth above shall be increased to one thousand five hundred (\$1,500) dollars for declining Individual coverage and two thousand five hundred (\$2,500) dollars for declining family coverage. Unit members must remain out of the plan for a full twelve (12) months in order to be eligible for the declination benefit. Any declination payments received shall be made in the second paycheck in June of that school year.

Should at least thirty-five (35%) percent of the unit decline the District's Health Insurance in any given school year, the declination benefits set forth in Article XII (A)(4) (Health Insurance) above, shall also be increased from nine hundred (\$900) dollars to one thousand (\$1,000) dollars for declining individual coverage and two thousand dollars (\$2,000) dollars for declining Family coverage.

If at least thirty-five (35%) percent of the unit does not decline the District's Health Insurance as set forth herein in any given school year, then unit members shall not be entitled to receive the increased declination benefits in that year.

E. **IRS Section 125 Flex Benefit Plan**

An IRS Section 125 Flex Benefit Plan shall be made available to all unit members.

F. **Life Insurance**

The District shall pay one hundred (100%) percent of the cost of group term life insurance policy providing a death benefit of not less than Fifteen Thousand (\$15,000) Dollars for each unit member. Each member shall have the option of securing an additional Ten Thousand (\$10,000) Dollar group term life insurance at the individual's own expense. Such coverage shall be provided subject to the terms of the carrier and plan.

G. **Retirement System**

For Tier I and Tier II employees, the District shall contribute into the employees' retirement as per the 75i plan. In addition, the District shall provide the guaranteed ordinary death benefit as per the appropriate tier under the New York State Employees' Retirement System.

ARTICLE XIII - LEAVES

Employees requesting leave pursuant to one of the subsections below, shall submit such leave request(s) electronically.

A. Sick Leave

1. Employees shall be entitled to one day sick leave per month of employment cumulative to a maximum of two hundred twenty (220) days.
2. Sick days may be utilized in increments of no less than one-quarter ($\frac{1}{4}$) hour. One (1) day is equivalent to the number of hours each individual unit member is regularly scheduled to work.
3. Those employees who are employed in the District in a position which is not included in the Clerical unit shall, upon their transfer into a position in the Clerical unit, be permitted to carry over their accrued and unused sick leave from their prior position to their new position within the unit.

B. Long Term Disability

1. No pre-existing condition:

Should a unit member experience a serious illness/disability requiring a long term absence, the following shall apply:

- a. For illnesses or injuries that are not job related, the District shall require the unit member to expend his or her accumulated sick and personal days during the disability plan's waiting period. After the ninety (90) calendar day waiting period, the unit member shall be eligible to receive the monetary disability payment from the plan. If a unit member has less than ninety (90) days in his/her accruals of sick or personal days, then the unit member may apply to the Board of Education for a fully paid catastrophic leave of up to ninety (90) days. Such decision by the Board shall not be unreasonably denied and is not subject to the grievance procedure.
- b. For illnesses or injuries that are job related (medical documentation and review required) the District shall not require the unit member to utilize accumulated sick and personal days in order to satisfy the disability plan's ninety (90) calendar day waiting period. The District shall pay the unit member his/her regular salary during the ninety (90) calendar day waiting period. After the ninety (90) calendar day waiting period, the unit member shall be eligible for the disability plan's prescribed payment schedule.

2. Pre-existing conditions:

Definition - A pre-existing condition shall be defined as a “sickness or injury for which the insured received medical treatment, consultation care or services including diagnostic measures, or had taken prescribed drug or medicines in the 3 months prior to the insurers effective date.” The Long Term Disability plan does not provide coverage for any disability caused by, contributed to by, or resulting from a pre-existing condition.

Should a unit member experience an injury or illness that would usually qualify for Long Term Disability coverage but due to a pre-existing condition would not qualify for such coverage, the following shall occur:

- a. For illnesses or injuries that are not job related, the unit member shall utilize all of his/her accumulated sick and personal days. After exhaustion of a unit member’s sick and personal leave, and upon presentation of acceptable medical documentation, the affected unit member shall be provided full pay (one hundred (100%) percent of annual salary based on the time the period of disability commenced) and benefits for a period not to exceed three (3) months.
- b. For illnesses or injuries that are job related, the unit member must file a workers’ compensation claim. Illnesses or injuries that are determined to be job related (medical documentation and review required) shall not require the unit member to utilize accumulated sick and personal days for the first ninety (90) days of his/her disability. The District shall pay the unit member’s full salary for the ninety (90) day period. Should the disability continue after the initial ninety (90) day period, the unit member shall begin to utilize his/her accumulated sick and personal days. Upon notification of the financial settlement or payments made to the District based on the workers’ compensation claim, the District shall return sick days back to the unit member’s sick day leave bank at the percentage calculated by the following formula: the employee shall have restored to him/her the actual number of sick days expended, multiplied by the fraction represented by the amount of the workers’ compensation settlement over the employee’s salary entitlement for the time period the employee was disabled. Thus for example, where:

Workers’ compensation award equals \$1,200 and
Sick days expended equal 20 and
Salary for the 20 day period equals \$2,000, then
 $20 \text{ days} \times 1,200/2000 = 12 \text{ days}$ restored to the employee.

After all accumulated sick and personal days have been used and the unit member is still unable to return to work due to his/her disability, and upon presentation of acceptable medical documentation, the unit member shall be provided full pay (one hundred (100%) percent of annual salary based on the

time the period of disability commenced) and benefits for a period not to exceed three (3) months.

3. Conditions:

Premium costs of coverage shall be paid by the unit member. Such premium costs may be paid with pre-tax dollars through the Section 125 plan.

C. Personal Days

1. All employees who work an eleven (11) month schedule shall receive three (3) personal days per year. Effective July 1, 2004, if unused as of June 30th, up to three (3) unused personal days shall be converted to sick days.
2. All employees who work a ten (10) month schedule shall receive two and one-half (2.5) personal days per year. Effective July 1, 2004, if unused as of June 30th, up to two and one-half (2.5) unused personal days shall be converted to sick days.
3. Personal days may be utilized in increments of no less than one-quarter (¼) hour. One (1) day is equivalent to the number of hours each individual unit member is regularly scheduled to work.
4. If an employee separates from the District before accruing days used, they shall have the value of “borrowed” days deducted from their final paycheck, or if such check is insufficient, shall pay the District.
5. Personal days shall be pro-rated for service of less than a full year.

D. Flex Day

All employees are entitled to a total of two (2) flex days per year. Such flex days must be approved by their supervisor and be taken within the period from July 1st to June 30th of each year. Flex days may only be taken in a half (½) day or full day increment.

Employees hired on or after July 1, 2009 shall not be eligible for flex days.

E. Child Care Leave

The term “child care leave” shall mean a leave taken voluntarily by an employee immediately following the birth or adoption of a child or children. Child care leave shall be available to employees who have been employed by the District for a minimum of two (2) years. Employees shall be entitled to unpaid child care leave for a period up to one (1) year.

Employees requesting child care leaves are encouraged to take such leaves so as to be least disruptive to the administrative process and also to secure their personal needs.

Requests for child care leave must be forwarded to District Office a minimum of sixty (60) days in advance of the requested commencement of such leave.

Child care leave shall run concurrently with any FMLA leave for which an employee may be eligible.

F. **Court Appearances**

All bargaining unit members shall be granted leave with pay to appear in city, county, state, and federal courts and arbitration hearings as a witness, defendant or plaintiff in cases involving the school District. This provision shall not apply to proceedings in county, state, and federal courts or any other administrative proceedings that have been pursued by a unit member or the Union against the District.

Employees serving as jurors shall use the night before call-in system when available. All such employees shall be granted leave to serve as a juror. The District shall pay employees on jury duty the difference between their regular salary and their jury duty compensation. This shall be accomplished by employees returning their jury duty fees to the District, except for travel expense mileage.

G. **Bereavement Leave**

Up to five (5) consecutive days may be granted in the event of death of an employee's spouse, child, step-child, grandchild, son-in-law, daughter-in-law, parent, step-parent, father-in-law, mother-in-law, sibling or other member of the household.

Employees will be granted up to three (3) consecutive days in the event of the death of an employee's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece or nephew, unless said relative is a member of the immediate household, in which event the employee will be entitled to five (5) consecutive days.

The preceding lists of relatives are intended to refer only to the deaths of an employee's personal relatives. Bereavement leave does not apply to the deaths of the relatives of the employee's spouse.

H. **Cancer Leave**

Any leave taken by a member of the unit pursuant to Section 159-b of the Civil Service Law shall, to the extent required by law, be paid leave and shall not be charged to the employee's accrued leave time (*e.g.*, sick leave, personal leave, vacation). Employees shall use every reasonable effort to schedule such screening outside of regular work hours.

Employees who take a leave of absence pursuant to either Section 159-b of the Civil Service Law, as applicable, shall provide at least seventy-two (72) hours written notice of the need for such leave. Upon their return to work, the employee shall provide the District with a note from a medical professional verifying the date and time of their screening and

that they received screening for cancer. Failure to do so shall result in such leave being unpaid.

I. Leave of Absence

1. A leave of absence of up to one (1) year without pay, benefits or insurance coverage of any sort may be granted to an employee provided she/he verifies with documentation acceptable to the District the reason for such leave. If granted, the employee shall be guaranteed a job in his/her civil service job title upon return to work, unless the employee would have been laid off even if they had not been granted the leave of absence.
2. Applications for such a leave of absence shall be made in writing to the Assistant Superintendent for Human Resources and shall be subject to the approval of the Superintendent and the Board, whose determinations shall be final and shall not be subject to grievance. If granted, the Assistant Superintendent shall advise the Unit President.
3. While on such a leave, the employee shall not accrue probationary service toward the completion of their probationary period. A leave granted under this section may not be terminated prior to its normal termination date, except upon approval of the Superintendent and the Board.
4. If the reason for the leave also qualifies for coverage under the Family and Medical Leave Act (“FMLA”), such FMLA leave shall run concurrently with any leave provided herein. During any period of the leave that qualifies for coverage under the FMLA, the employee shall be entitled to all of the protections and benefits of the FMLA, including but not limited to the continuation of paid health insurance coverage during the FMLA leave period.

ARTICLE XIV – PERFECT ATTENDANCE BONUS

All unit members who have zero (0) absences between July 1 and June 30 (uses zero (0) sick and/or personal days), excluding leave days for bereavement leave, jury duty or workers’ compensation, shall be entitled to a Five Hundred (\$500) Dollar perfect attendance bonus.

Unit members with one (1) absence between July 1 and June 30 (sick and/or personal day), excluding days for bereavement, jury duty or workers’ compensation, shall be entitled to a Four Hundred Fifty (\$450) Dollar attendance bonus.

Unit members are only entitled to receive the attendance bonus for using zero (0) personal leave/sick days if they have used zero (0) hours of personal leave/sick days. Unit members are only entitled to the attendance bonus for using one (1) personal leave/sick day if they have used equal to or less than the number of hours the unit member is regularly scheduled to work in one (1) day.

Payment shall be made no later than the second pay period in July.

ARTICLE XV – SEPARATION/RETIREMENT

- A. Members of the unit who separate from the District and/or retire shall be eligible for either the separation (Section C) or retirement (Section D) benefits set forth herein, but not both. Members of the unit who die while employed by the District shall be eligible for the payment set forth in Section F only.

Separation: subject to the requirements of Section C below, “separation” shall be defined as leaving the employ of the District without retiring into the NYS Retirement System or retiring after being first eligible to do so without reduction of pension benefits.

Retirement: subject to the requirements of Section D below, “retirement” shall be defined as retiring into the NYS Retirement System by no later than the school fiscal year in which an employee is first eligible to retire in the NYS Retirement System without reduction of pension benefits (e.g., an employee who retires with a reduction in pension benefits as a result of retiring prior to when they are first eligible for a full pension without reduction, shall be eligible for the benefits of Section D).¹

- B. If formal disciplinary charges are filed against a member of the unit pursuant to Section 75 of the Civil Service Law, and if the basis of such disciplinary charges would, if proved in a court of appropriate jurisdiction, constitute a crime involving theft of District property or funds, or sexual misconduct, the District shall have the right to withhold any severance and/or retirement payments provided in this Agreement, including health insurance into retirement, provided the employee is terminated after being found guilty of such charges after a hearing and/or he/she resigns or retires with such Section 75 disciplinary charges pending against him/her.

C. Voluntary Separation

1. An employee who voluntarily separates from his or her employment in the District after completing seven (7) years of service, shall receive Seventy (\$70) Dollars per day for all sick days accumulated if the employee has accumulated at least half the possible days. If the employee does not have half the days accumulated, then he or she shall receive Fifty (\$50) Dollars per day for all accumulated days.

Employees who have completed a minimum of twenty (20) years of service to the District who voluntarily separates from his or her employment with the District shall receive either Eleven Thousand Dollars (\$11,000) or Seventy Dollars (\$70) for each accumulated but unused sick day(s) (up to a maximum of two hundred twenty (220) days), whichever is greater.

Employees electing to receive the benefits provided in Article XIV (C) hereof shall not

¹ Those members of the unit who, as of September 23, 2008 have already passed the date on which they are first eligible to retire without penalty, shall be eligible for the benefits set forth in Section D provided that they retire into the pension system upon separation from the District and have completed a minimum of twenty (20) years of service in the District.

be eligible to receive the benefits provided in Article XIV (D) hereof.

- D. **Retirement** – those employees who have completed a minimum of twenty (20) years of service to District, and who upon separation from the District retire into the New York State Retirement System by no later than the school fiscal year in which they first become eligible to retire into the New York State Retirement System without penalty, shall be eligible for the following: Seventeen Thousand (\$17,000) Dollars plus full pay for unused sick days, plus an additional One Thousand (\$1,000) Dollars for each year of service between fifteen (15) to twenty (20) years of service. Employees who have rendered more than twenty (20) years of service shall receive Seventeen Thousand (\$17,000) Dollars, plus full pay for unused sick days, plus One Thousand One Hundred (\$1,100) Dollars for each additional year of service beyond twenty (20) years. For example, if an employee with twenty (20) years of service retires from the District the amount payable to such employee would be Seventeen Thousand (\$17,000) Dollars plus full pay for unused sick days plus an additional One Thousand (\$1,000) for each year of service beyond fifteen (15) years Five Thousand (\$5,000) Dollars. If an employee with twenty-one (21) years of service retires from the District the amount payable to the employee would be Seventeen Thousand (\$17,000) Dollars plus full pay of unused sick days plus an additional One Thousand (\$1000) Dollars for each year beyond fifteen (15) years Five Thousand (\$5000) Dollars plus an additional One Thousand One Hundred \$1,100 Dollars for the one (1) year beyond twenty (20) years One Thousand One Hundred (\$1,100) Dollars. The total amount would be Twenty-three Thousand One Hundred (\$23,100) Dollars.

In order to receive the benefits of this paragraph (D), an employee must give written notice to the employer not less than ninety (90) days prior to the date the employee first becomes eligible to retire into the New York State Retirement System without reduction in pension benefits. In the event of extenuating circumstances, the waiver of notice will be considered.

Failure to give such notice and thereafter actually retire shall be deemed a waiver of the benefits provided in this paragraph. An employee who elects to receive the benefits provided in this paragraph (D) shall not be eligible to receive the benefits provided in paragraph (C) of this Article.

Employees who become eligible to retire shall be permitted to continue in service until the June 30th immediately following their first date of eligibility without losing the benefits provided for in this paragraph.

E. **Retiree Health/Prescription/Dental/Vision Insurance**

1. Unit members who retire from the District and who have completed a minimum of fifteen (15) years of service in the District and have reached age 52 or older, shall be eligible to continue in the District's health/ prescription/vision/dental insurance plan applicable to active members of the unit into retirement. If the employee elects individual health and prescription coverage, the District shall pay one hundred (100%) percent of the premium. If the employee elects to continue family health/prescription coverage, the District shall pay fifty (50%) percent of the premium and the employee shall pay fifty

(50%) percent of the premium. This coverage shall continue until the employee first becomes eligible for Medicare. Dental and Vision insurance coverage at District expense shall cease completely (e.g., no opportunity for secondary coverage) upon the employee becoming eligible for Medicare (e.g., upon reaching age 65).

Employees hired on or after July 1, 2018, who qualify for retiree health insurance set forth in this paragraph, shall contribute the same percentage of premium towards their individual health insurance premium as they did on their last day as an active employee.

2. Employees who retire from the District who have reached fifty two (52) years of age or older and have twenty five (25) years of service in the District may opt to receive individual or family health/prescription/ vision and dental insurance coverage fully paid for by the District. Such coverage shall continue until the employee first becomes eligible for Medicare. Dental and Vision insurance coverage at District expense shall cease completely (e.g., no opportunity for secondary coverage) upon the employee becoming eligible for Medicare (e.g., upon reaching age 65).

Employees hired on or after July 1, 2018, who qualify for retiree health insurance set forth in this paragraph, shall contribute the same percentage of premium towards their applicable health insurance premium (Individual or Family) as they did on their last day as an active employee.

3. If the employee pre-decease's his/her spouse, the employee's spouse shall retain the right to purchase the health/prescription/vision and dental benefits on an individual basis at his/her own expense until the spouse first becomes eligible for Medicare. Dental and Vision insurance coverage at District expense shall cease completely (e.g., no opportunity for secondary coverage) upon the spouse becoming eligible for Medicare (e.g., upon reaching age 65).

4. Retired employees who become eligible for Medicare who opt to subscribe to Medicare A and B will be allowed to continue, at District expense, in the District's health and prescription drug plan on a secondary coverage basis only. Under no circumstances shall the District be liable for Medicare A and/or B premiums. Employees who retire who have completed at least twenty-five (25) years of service with the District shall be eligible for such individual secondary coverage for life. For employees with between fifteen (15) and twenty five (25) years of service in the District, such coverage shall extend beyond when the employee first becomes eligible for Medicare as follows: one (1) year of secondary individual coverage beyond when the employee first becomes eligible for Medicare for every two (2) years of service to the District. For employees who have twenty five (25) or more years of service in the District, family coverage shall extend beyond when the employee first becomes eligible for Medicare as follows: one (1) year of secondary family coverage beyond when the employee first becomes eligible for Medicare for every two (2) years of service in the District. The total number of additional years of secondary coverage beyond when the employee first becomes eligible for Medicare described in this paragraph shall be reduced by one (1) year for each year short of twenty (20) years of service in the District accrued by the employee by the time of his/her retirement.

5. Those employees eligible for secondary family health insurance coverage may elect to convert all or a portion of their years of family secondary health insurance coverage into individual primary health insurance coverage for their spouse as long as their spouse is not eligible for Medicare. The conversion rate of secondary family coverage for the employee to primary individual coverage for the spouse shall be one (1) year of individual primary coverage for every one and one-half (1.5) years of family secondary coverage earned by the employee. The total number of years of earned family secondary coverage shall be reduced accordingly.

<u>Years of Secondary Coverage</u>	<u>Additional Years of Primary Coverage</u>
1.5 years	1 year
3.0 years	2 years
4.5 years	3 years
6.0 years	4 years
7.5 years	5 years
9.0 years	6 years
10.5 years	7 years

6. Employees who retire from the District who have a minimum of fifteen (15) years of service in the District and who have reached fifty-two (52) years of age or older shall be entitled to a lump sum payment of Twenty Thousand (\$20,000) Dollars if they decline the paid-for (by District) family health and prescription drug coverage described above. Employees who opt for this Twenty Thousand (\$20,000) Dollar declination of benefits shall not be eligible to continue in the District's health insurance plan.

7. Any employee who meets the eligibility requirements as outlined above for employees who leave the District shall not be eligible for the District's health and prescription coverage while eligible for coverage under another plan that provides for the Empire Plan (Core Plus All Enhancements) or a plan which matches the Empire Plan or a plan which provides better coverage and for which the other employer contributes ninety (90%) percent of the premium or more. If and when the other alternative coverage terminates, the employee will be allowed to return to the plan at the point he would have been had she/he not had alternative coverage.

Effective October 1, 2018, if a retiree is eligible for comparable coverage (NYSHIP Empire Plan coverage or a plan which matches the NYSHIP Empire Plan or a plan that provides better coverage than the NYSHIP Empire Plan) from another source, the retiree shall not be eligible for District provided coverage for as long as they remain eligible for such alternative coverage, provided however, that the District shall reimburse the retiree for the premium contribution required for such alternative coverage which exceeds that which the retiree would otherwise have had to contribute towards District coverage.

8. Members of the unit who receive additional years of primary coverage beyond age sixty five (65) by virtue of a change in the age for Medicare eligibility shall have their year(s) of secondary family coverage reduced by the same number of year(s).

9. Those members of the unit hired on or after July 1, 2007 shall be eligible for health insurance benefits into retirement set forth in paragraph E(1) above and/or the declination set forth in paragraph E(6) above only if they have completed a minimum of twenty (20) years of service to the District.

F. **Death Benefit** - Upon the death of an employee who has served a minimum of six (6) months, the employee's estate shall be paid for the employee's accrued and unused sick leave and vacation days at the employee's regular daily rate.

ARTICLE XVI – REASONABLE SUSPICION DRUG/ALCOHOL TESTING

In order to help provide a safe work environment and to protect staff members, students and the public by insuring that District personnel have the ability to perform their assigned duties, the District may require employees to submit to drug/alcohol testing where there is reasonable suspicion of improper drug or alcohol use.

ARTICLE XVII - GRIEVANCE PROCEDURE

Definition of a "Grievance" - A "grievance" shall be defined as any alleged violation or misinterpretation of any provision of this Agreement.

First Stage - The employee informally confers with or submits his/her grievance in writing to the immediate supervisor within ten (10) days of when the employee knew or should have known of the occurrence giving rise to the grievance, time being of the essence with respect to such ten (10) day period. A response to the grievant shall be forthcoming within five (5) working days.

Second Stage - If grievance is not resolved in the first stage, the employee requests, in writing, a review of the case by the Superintendent and/or Assistant Superintendent. The immediate supervisor shall file a written report of the findings in stage one with the Superintendent. The Superintendent or one of his/her Assistant Superintendents shall respond to the grievant within five (5) working days.

Advisory Arbitration - An appeal from the second stage can be referred to an arbitrator for advisory arbitration. The parties agree to follow the procedures of the American Arbitration Association (AAA) and agree to select arbitrators from a list provided by the AAA utilizing the List With Appointment service. The cost of such arbitration shall be shared equally between the Union and the District. The Superintendent can consider the advisory arbitration award or refer such award to the Board of Education for its final determination.

ARTICLE XVIII - LABOR MANAGEMENT

The District and the Association shall establish a joint labor-management committee consisting of up to three (3) representatives of the Association and up to three (3) representatives of the District. The Committee shall meet at mutually acceptable times to discuss problems and generally improve communications between the Association and the District. Such meetings shall be informal. In no event shall the Committee engage in substantive negotiations regarding the terms and conditions of employment.

ARTICLE XIX - 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 XX - DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2018 up to and inclusive of June 30, 2023.

ARTICLE XXI - DISTRIBUTION OF AGREEMENT

Effective within sixty (60) days of mutual ratification of this Agreement, it shall be signed by the parties and distributed to the union membership.

ARTICLE XXII - NON-WAIVER OF RIGHTS

The employer's failure to exercise a right it enjoys pursuant to this Agreement shall not be deemed a waiver thereof. Nor shall such failure be deemed a past practice which practice amplifies the meaning of this Agreement.

ARTICLE XXIII - APPENDICES

The following Appendices shall be attached to the Agreement:

Appendix A – William Floyd UFSD CSEA Office Staff Evaluation Form

Appendix B – Office Staff Salary Agreement

Appendix C – Leave Request Form – Secretarial/Office Staff Unit

Appendix D – Pre-Approval of Overtime/Compensatory Form

Appendix E – Overtime/Compensatory Payment Form

Appendix F – Declination of Health Benefits Form

The content of the Appendices listed above may be altered or amended in the sole, non-grievable discretion of the District upon fifteen (15) days written notice to the Unit President. Before altering or amending any of the forms listed above, the District shall meet and discuss with the Union any such changes at least thirty (30) calendar days before any such change is made.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2019.

FOR THE DISTRICT

FOR THE UNION

Robert Vecchio, President (date)
Board of Education

_____, President (date)
William Floyd Clerical Unit

Kevin Coster, (date)
Superintendent of Schools

_____, (date)
Guy Dicosola,
Labor Relations Specialist
Suffolk Education Local 870
Civil Service Employees Association
Local 1000, AFSCME – AFL-CIO