

CONTRACT

between

BOARD OF EDUCATION

WILLIAM FLOYD UNION FREE SCHOOL DISTRICT

of the

MASTICS-MORICHES-SHIRLEY

and

CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.

Local 1000 AFSCME, AFL-CIO

Covering the Supervisors' Unit No. 876601

of

Local 870, CSEA

July 1, 2018-----June 30, 2023

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ARTICLE I – RECOGNITION

The Board of Education of the William Floyd Union Free School District of the Mastics-Moriches-Shirley, in accordance with the provisions of Article 14, Section 204 of the Civil Service Law, grants exclusive recognition to the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO covering the Supervisors' Unit as the negotiating unit for all appropriately certified or provisionally appointed supervisors of the custodial workers, groundskeepers and maintenance staff. Such recognition shall extend for the maximum period permissible by law. Recognition is based on the pledge that the Association and its membership affirm that they do not assert the right to strike against the school District, to assist or participate in any strike, or to impose an obligation to conduct, assist or participate in such a strike.

The CSEA Supervisors' Unit will appoint a representative who shall have the right to contact unit members and who shall be granted time, as necessary, to process a grievance. Where such time is necessary to process a grievance, the CSEA representative shall give notice to the Assistant Superintendent for Human Resources or to his/her designee, of the representative's intent to take such time and the reasons thereof.

ARTICLE II – 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE III – UNION DEDUCTIONS

After a full-time employee within the jurisdiction of this bargaining unit has completed thirty (30) days of employment to the District, the Civil Service Employees Association, Inc., shall have exclusive rights to payroll deductions of dues and premiums for union-sponsored insurance and benefit programs for all employees covered by this Agreement. Such dues 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 afforded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc. The Board of Education shall, following each pay period, deduct such dues from bargaining unit members' paychecks and transmit the amounts so deducted to the Civil Service Employees Association, Albany, New York.

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

ARTICLE IV – APPOINTMENTS

A. Upon initial offer of employment to a prospective candidate to any position represented by the Union, the candidate shall obtain a physical examination conducted by either the school physician at District cost or any other licensed physician at the candidate's expense, on a designated physical examination form and submit such to the District's Human Resources Office. The physical shall indicate the candidate's capacity to fulfill the responsibilities of this position.

B. Medical examinations shall be taken every five (5) years or as otherwise required by the Board of Education.

C. Employees hired after 7/1/99 shall serve a probationary period of one (1) year prior to being granted a permanent appointment. Employees other than competitive class employees granted a permanent appointment and who have rendered thirty (30) months of service to the District shall be entitled to the rights provided in Article 5, Section 75 of the Civil Service Law; notwithstanding the foregoing, all bargaining unit members hired on or before June 30, 1991 shall be entitled to Section 75 rights. Competitive class employees shall be entitled to such rights as may be conferred upon them by Civil Service Law §75.

ARTICLE V – EMPLOYMENT CONDITIONS

A. Vacancies – All vacancies for bargaining unit positions shall be posted within ten (10) days of the occurrence of the vacancy. This provision does not require the District to fill any vacancy. A written job description may be requested by candidates or the Unit President. Preference shall be given to permanent employees in filling vacancies and promotions; however, such preference shall not be deemed a limitation on the District's selection of persons it considers qualified to fill such vacancies or make such promotions, so long as such selection is not arbitrarily made.

B. All employees shall perform work within specific job titles. Each employee shall receive a job description containing the duties and responsibilities of his or her position.

C. Building Checks

1. Members of the unit shall be required to perform building checks as follows:

a. From the date that daylight savings time begins (spring) through the date on which daylight savings time ends (fall), members of the unit shall be required to perform building checks on only one (1) day per weekend, regardless of the length of the weekend (*e.g.*, holiday weekend).

b. From the date that daylight savings time ends (fall) through the date that daylight savings time begins (spring), as well as any other non-school day outside this period during which the forecast is for temperatures to reach thirty-two (32) degrees Fahrenheit or lower, unit members shall conduct building checks on each day that school is not in session (*e.g.*, each weekend day, holidays, etc.).

2. Members of the unit shall be paid at the rate of time and one-half their regular hourly rate for a minimum of one (1) hour when they conduct a building check in accordance with the schedule set forth in Paragraph 1 above. Members of the unit shall utilize the District's timekeeping system (currently Timepiece) to clock in and clock out for each instance in which they perform a building check.

D. Emergency Call Backs – Employees who report to work before the start of the employee's normal workday, or on the employee's scheduled day off, or after the employee left District property following the completion of their regularly scheduled shift and is asked to return, shall be paid for the actual hours worked with a minimum guarantee of three (3) hours pay at the "appropriate rate of pay." The "appropriate rate of pay" shall be paid at the rate of time and one half, provided, however, that Call Backs on Sundays or holidays shall be paid at double time for three (3) hours or time actually worked, whichever is greater. This three (3) hour minimum guarantee shall not apply to pre-scheduled work and/or work immediately after the employee's normal workday which requires the employee to hold over beyond their regular shift. Time spent traveling between the employee's home or other location to or from the District shall not constitute work time for which compensation will be paid.

E. Clothing Allowance – All permanent employees shall wear the approved uniforms which will be issued by no later than September 30 of each year. Uniforms and safety shoes must be worn at all times. Winter jackets and foul weather gear will be provided to all supervisors of groundskeepers and maintenance workers as well as Head and Chief Custodians. Lost or stolen gear shall be the responsibility of the employee. By June 15 of each year, the Plant Facilities Administrator shall determine which winter jackets will be replaced for the next school year. The shoe allowance (for OSHA certified slip resistant shoes) shall be One Hundred and Twenty- Five (\$125) Dollars per school year.

F. Meal Allowance – Employees required to work more than nine (9) consecutive hours of work will be entitled to a Six (\$6.00) Dollar meal allowance. After twelve (12)

consecutive hours of work, employees will be entitled to another Six (\$6.00) Dollars in meal allowance. More than fifteen (15) consecutive hours of work will entitle employees to an additional Six (\$6.00) Dollars.

G. Physical Examinations – The District reserves the right to require the employee to be examined by a school appointed physician in order to determine the employee’s ability to perform the essential functions of his/her job.

H. Members of this unit will report all instances of vandalism and break-ins in their area upon discovery to his/her building principal or immediate supervisor as soon as possible.

I. Contract Services – Custodial and grounds services shall not be contracted for if such contracts result in employee layoffs or if employees are laid off at the time that such contracts are considered.

J. Promotions/Transfers – In cases of transfers and promotions, seniority shall be the determining factor provided the employees involved have equal qualifications and experience. Determination of qualifications and experience shall be the sole discretion of the Superintendent of Schools or his/her designee, so long as such determination is not arbitrary. Seniority shall be defined as the length of continuous service in the District since the last date of hiring.

K. The District’s failure to exercise a right it enjoys pursuant to this Agreement or under law shall not be deemed a waiver thereof. Nor shall such failure be deemed a past practice whose practice amplifies the meaning of this Agreement.

L. Work Week – Unit members shall work seven and one-half (7.5) hours per day not including an unpaid lunch break of thirty (30) minutes per day. The specific starting and ending times for each unit member shall be established by the Director of Facilities based on the needs of the department/building.

M. Overtime – Overtime shall be paid after forty (40) hours of work during the scheduled work week. Overtime shall be paid at the rate of time and one half except such overtime performed on Sundays or holidays, which shall be paid at double time. The method of calculating overtime shall be consistent with current District practice as set forth below.

Credited hours for determining hours per week shall include only the following:

1. Scheduled holidays in which the employee is paid his/her regular daily rate of pay.
2. Scheduled vacations in which the employee is paid his/her regular daily rate of pay.
3. Bereavement days which have been approved for payment.
4. Sick days taken immediately preceding overtime on the same day if the employee submits a physician’s verification of the illness for each such sick day.
5. Absence from work without pay or valid excuse acceptable to the District shall not be considered credited hours for determining overtime.

6. Jury duty will be considered time worked for purposes of calculating overtime.
7. The three (3) personal days credited to each employee each year shall be considered as time worked for the purposes of calculating overtime. If an additional two (2) personal days are approved, those days will not count as time worked for purposes of crediting overtime.

N. All employees who work a full shift when school is closed due to inclement weather, shall receive one (1) compensatory day per day worked up to a maximum of two (2) days per school year. The Superintendent of Schools or his/her designee will designate such days.

O. If the District assigns employees or creates night shift positions starting after 3:00 p.m., the District will enter into negotiations with the Union for the purpose of solely discussing wages.

P. Employment Conditions – 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 VI – SALARIES

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

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 members 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, 2018, any annual salary increases for the 2018-2019, 2019-20, 2020-21, 2021-22 or 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 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.

3. In no case shall the base salary increase received for the 2018-19, 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 approved 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
 minus (B) \$ amount of State Aid as defined for current school year
 equals (C) \$ amount increase/decrease in State Aid
 (D) \$ Amount of Property Tax Levy for next year
 minus (E) \$ Amount of Property Tax Levy for current year
 equals (F) \$ Amount increase/decrease in Property tax Levy

Formula for percentage increase:

$$\text{Base Salary \% Increase} = \frac{\text{C+F}}{\text{B+E}} \text{ divided by } x \text{ 100 (not to exceed \% cap)}$$

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 VII, that unit member shall be eligible to move to a higher longevity step 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.

B. Partial Withholding of Salary – An amount up to but not exceeding forty percent (40%) of each salary increase during each year of the Agreement will be based on merit, and a payment of any portion thereof will be subject to the recommendation of the employee's immediate supervisor and/or an Assistant Superintendent's evaluation and recommendation. A performance of average or better shall be sufficient to merit the full increment.

C. Procedure for Partial Withholding of Salary – In the event the merit increase is to be withheld, the employee shall be notified by June 15 of each year and be granted a meeting with the Superintendent or his/her designee. If the District withholds such increment or any part thereof, the case will be reviewed six (6) months later by the Superintendent.

A decision of the Superintendent to withhold or reduce an award must be based on substantial evidence that the employee's performance is below average. Such determination may be grieved pursuant to the arbitration procedure provided for below.

Within ten (10) days following the decision of the Superintendent, the employee subject to the Superintendent's decision to withhold or reduce such award may file a written request for binding arbitration with the Superintendent. The arbitrator's jurisdiction shall be limited to determining whether all or part of the forty percent (40%) withheld shall be restored. If the parties cannot mutually agree on the selection of an arbitrator to hear the case within ten (10) days of the request for arbitration, then the employee shall be permitted to file a request for arbitration with the American Arbitration Association, whose Voluntary Rules of Labor Arbitration shall apply. The arbitration shall be held within forty-five (45) days of the employee's filing of a request for arbitration with the Superintendent. The cost of the arbitrator's services shall be shared equally by the Association and the District. The binding arbitration procedure shall have application to no other provision of this Agreement.

D. Starting Salaries – Starting salaries shall be as set forth in Appendix A.

The starting salaries for titles in the unit set forth in Appendix A shall be derived by increasing the prior school year's starting salary by one-half (1/2) of the percentage increase generated by the Revenue Formula for increases to the base salary for that school year. For example, if the base salary increase for the 2018-2019 school year generated by the Revenue Formula set forth in Article VI(A) results in an increase of three and one-half (3.5%) percent,

then the starting salary rate for the 2018-2019 school year shall be derived by increasing the 2017-2018 starting salary rate by one and three-quarters (1.75%) percent.

Employees new to the District must be in their position for a minimum of nine (9) months (no later than October 1) prior to July 1 of each year in order to qualify for the annual salary increases as per paragraph A of this Article.

E. Unit members promoted to or transferring from one job classification within the unit to another shall be provided a one-time base salary increase upon promotion/transfer as follows:

Head Custodian to Chief Custodian	\$2,500
Head Custodian to Chief Custodian at the High School	\$5,000
Chief Custodian to Chief Custodian at the High School	\$2,500

For unit members moving from a higher paid category to a lower paid category, an amount will be deducted from their base salary equal to the amount added to his/her base salary when he/she first moved to a higher paid category.

F. All Heads/Chief Custodians shall receive an additional stipend of Six Hundred Seventy-five (\$675) Dollars for a building that has a July/August summer program where the program lasts for four (4) or more weeks with fifty (50) or more participants.

ARTICLE VII – LONGEVITY PAYMENTS

Employees with four (4) or more years of continuous service shall be awarded longevity payments. Such payments shall not be cumulative. Longevity pay shall be computed on the employee's anniversary date of employment in the District and the method of payment shall follow current District practice. Members of the unit hired before July 1, 2018 shall receive longevity payments as follows:

4 years of service	\$500
8 years of service	\$1,375
12 years of service	\$2,350
16 years of service	\$3,425
20 years of service	\$4,900

Effective July 1, 2019, members of the unit hired before July 1, 2018 shall receive longevity payments as follows:

4 years of service	\$650
8 years of service	\$1,525
12 years of service	\$2,500
16 years of service	\$3,575
20 years of service	\$5,050

Members of the unit hired on or after July 1, 2018 shall receive longevity payments as follows:

After 5 years of service to the District in the unit -- \$650
After 10 years of service to the District in the unit -- \$1,525
After 15 years of service to the District in the unit -- \$2,500
After 20 years of service to the District in the unit -- \$3,575
After 25 years of service to the District in the unit -- \$5,050

Leaves during which the employee is off the payroll shall be deemed to be a break in service for purposes of this Article excluding those employees on worker's compensation.

ARTICLE VIII – FRINGE BENEFITS

A. Medical Benefits

1. Health Insurance

Active unit members shall contribute six (6%) percent of the Health Insurance premiums 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 NYSHIP (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 0.25%, 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 0.25% but less than 1.0%, the health insurance contributions shall increase by one-half (½) of what is set forth below in that school year:

July 1, 2019:	an additional 1%
July 1, 2020:	an additional 1%
July 1, 2021:	an additional 1%
July 1, 2022:	an additional 1%
June 30, 2023:	an additional 1%

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 laws and regulations.

Members of the unit shall not be eligible for the District's health insurance and prescription drug coverage while eligible for coverage under another plan

from another source that provides for the NYSHIP (Empire Plan) 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.

Employees ineligible for coverage as a result of the preceding paragraph 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 2 and 3), provided, however, that the declination benefit set forth in Section 4 shall be Nine Hundred (\$900) Dollars rather than One Thousand Two Hundred Fifty (\$1,250) Dollars.

Employees ineligible for coverage as a result of this provision 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 2 and 3), provided, however, that the declination benefit set forth in Section 4 shall be Nine Hundred (\$900) Dollars rather than One Thousand Two Hundred Fifty (\$1,250) 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 plan provided shall be changed to thereafter continuously reflect the equivalent of the NYSHIP (Empire Plan) on a current basis, self-insured by the District and administered by a third-party administrator – which is Island Group Plan 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 at Level Three of the Grievance Procedure. 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).

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

Effective July 1, 2018, unit members who are ineligible to receive the District's health insurance and prescription drug coverage as a result of the preceding paragraphs, shall not be eligible for the employee contribution levels set forth above. 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).

2. Dental Insurance

The District shall pay one hundred (100%) percent of the premiums for dental insurance for all eligible employees who enroll in the William Floyd Dental Plan.

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

3. Optical Insurance

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

The William Floyd Vision Plan may be replaced by the District provided the procedures outlined for a health insurance plan switch are followed.

4. 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.

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

C. The District shall pay one hundred (100%) percent of the cost of a group term life insurance policy providing a death benefit of not less than Fifty Thousand (\$50,000) Dollars for each unit member. Each member shall have the option of securing an additional Five Thousand (\$5,000) Dollars in life insurance at his or her own expense. Such coverage shall be provided subject to the terms of the carrier and/or plan.

ARTICLE IX – HOLIDAYS

Employees shall be entitled to fifteen (15) holidays, one of which shall be the annual CSEA picnic. All other holidays and the date of the picnic shall be mutually agreed to by the employees' unit, the supervisors' unit and the Superintendent of Schools and approved by the Board of Education. Under no conditions shall Election Day be deemed a holiday.

ARTICLE X – LEAVES

A. Sick Leave

1. Sick Day Accumulation – Employees who complete one year of service by July 1 shall receive six (6) sick days, plus one-half (1/2) sick day per month for a total of twelve (12) days per year. New employees earn one (1) sick day for each month of employment. Sick leave is cumulative to a maximum of two hundred forty five (245) days. Employees hired after July 1, 2007 shall be entitled to accumulate a maximum of one hundred eighty (180) days of sick leave. If an employee separates from District employment before accruing sick days used, the value of the "borrowed" days shall be deducted from the employee's final paycheck, or if such check is insufficient, the employee shall pay the District the balance. Sick days shall be pro-rated for service of less than a full year.

2. Sick Day Purchase Option – Employees who have accumulated a minimum of thirty (30) sick days will be eligible for payment of sick days in excess of thirty (30) days accumulated, in accordance with the following schedule:

85% of their daily rate of pay

Employees eligible for the benefits of this Article and wishing to exercise their rights thereunder, shall give written notice thereof to the District's Human Resources Department within the thirty (30) day period preceding each January 1 or July 1. The District shall issue checks in the amount requested, if the employee is entitled to same, on or before February 1 or July 31, respectively.

B. Workers Compensation Leave - Employees injured during the course of their employment and who have accumulated sick leave may use such accumulated sick leave for

absences due to such injury. Workers' compensation time shall be considered "good time" for seniority purposes only.

An employee who elects to expend sick days available to him/her for a period for which such employee has submitted a Workers' Compensation Claim, shall pay any monies received by that employee pursuant to that claim, minus any personal injury money, to the District; provided, however, that said employee shall have restored to him/her the actual number of sick days so 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;
sick days so expended equals 20;
salary for 20 day period equals \$2,000;

THEN,

$$\frac{20 \text{ days} \times 1,200}{2,000} = 12 \text{ days restored to employee}$$

C. 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. This waiting period may be waived under extraordinary circumstances in the sole non-grievable discretion of the Superintendent.
- 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 waiting period, the unit member shall be eligible for the disability plan's prescribed payment schedule.

2. Pre-existing condition:

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 drugs or medicines in the three (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 (one hundred (100%) percent of annual salary at the time the period of disability commenced) and benefits for the 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 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 formula established by the District and utilized by the CSEA Supervisory Unit. 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, 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.

D. Bereavement Leave – Up to five (5) consecutive workdays shall be granted as bereavement leave during the consecutive seven (7) calendar day period following the death of an employee’s spouse, child, step-child, son-in-law, daughter-in-law, parent, step-parent, father-in-law, mother-in-law, sibling, grandchild or other member of the immediate household.

Employees will be granted up to three (3) consecutive workdays as bereavement leave during the consecutive five (5) calendar day period following 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 case the employee will be entitled to

five (5) such days during the consecutive seven (7) day period following the death of such person.

The preceding list of relatives is 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.

E. Personal Leave – Employees shall be entitled to three (3) paid personal days per school year, all of which shall accumulate as sick leave if unused. Total sick days and personal days shall not exceed two hundred forty five (245); provided, however, that employees hired after July 1, 2007 shall be entitled to accumulate a maximum of 180 days of sick and personal leave. Employees may apply for two (2) additional paid personal days if they have used up their three (3) paid personal days for that year. These additional two (2) paid personal days will be granted at the discretion of the Superintendent of Schools. Application for personal leave, except for extraordinary circumstances, shall be made in writing at least twenty-four (24) hours in advance of such leave.

F. Jury Duty – If an employee is called to serve on jury duty, such employee will not be expected to report to work regardless of shift time. Notice of jury duty must be submitted to the District upon return to work. Employees shall pay those fees that they receive for jury duty, other than reimbursement for travel and meals, to the District.

G. Leave of Absence – An employee may request a leave of absence, without compensation, for up to one (1) year and be guaranteed a job in his or her present classification upon return to employment, unless the employee would have been laid off had he or she not been granted a leave of absence. Requests for such leave must be approved by the Superintendent of Schools and the Board of Education, whose determinations shall be final. The application for such leave must state the purpose of the leave and its requested duration. While on such a leave of absence, an employee's seniority and longevity shall not accrue.

ARTICLE XI – VACATION

Each employee shall be entitled to a vacation schedule as follows:

- Two (2) weeks vacation after one (1) year;
- Three (3) weeks vacation after five (5) years;
- Four (4) weeks vacation after ten (10) years;
- Five (5) weeks vacation after twenty (20) years.

One year is defined as a full twelve (12) months of continuous service from the anniversary date of the employee's first day of work following his or her appointment. Personnel employed for less than one (1) year will receive a vacation on a pro-rated basis allowing five (5) days after seven (7) months of continuous service and one (1) day per month up to the maximum of ten (10) days for the first year. All vacation periods shall be subject to the approval of the Assistant Superintendent for Human Resources or his/her designee.

Employees shall be entitled to carry over from year to year a maximum of thirty (30) days. Employees shall be entitled to a maximum payout of fifty-five (55) days upon death, termination, separation or retirement (which constitutes the thirty (30) day maximum

accumulation plus the twenty-five (25) day maximum annual accrual). Those members of the unit who, as of June 30, 2008, had more than the maximum accumulation set forth above, shall be permitted to retain what they accumulated as of June 30, 2008, but shall not thereafter be permitted to exceed the number of days for any purpose.

ARTICLE XII – RETIREMENT INCENTIVE

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 in 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 of pension benefits as a result of reitiring prior to when they are first eligible for a full pension without reduction, shall be eligible for benefits of Section D)

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. Separation – Upon separation, employees who have completed a minimum of five (5) years of service to the District shall be eligible for the following:

- 1. Payment for unused vacation days at the employee’s regular daily rate;
- and 2. Payment for unused sick leave days at the rates set forth below:

Payment for Sick Leave:

After 5 years of service	\$85/day
After 10 years of service	\$100/day
After 15 years of service	\$145/day
After 20 years of service	\$160/day
After 25 years of service	\$200/day

- 3. Severance Allowance – In addition to payment for vacation and sick leave set forth above, if the employee has completed a minimum of sixteen (16) years of service to the District, they shall also be eligible for the following severance payment:

After sixteen (16) years of service\$800/year for each year of service
After twenty (20) years of service\$900/year for each year of service

It is understood that the above severance payments for sick, vacation and years of service do not apply to those unit members whose employment is terminated because of less than satisfactory performance.

For employees hired on or after July 1, 2007, this severance allowance for years of service shall be made only to those employees who have completed a minimum of twenty (20) years in the District.

D. Retirement – Those employees who have completed a minimum of ten (10) years of service to the District who retire into New York State Retirement System by no later than the school fiscal year in which they become eligible to retire into the Retirement System without penalty shall be eligible for the following:¹

1. Payment for Sick Leave – those members of the unit who have accumulated a minimum of one-half (1/2) of the possible number of sick days at the time of retirement shall be eligible for payment for their accrued and unused sick leave at their regular daily rate. If the employee has accumulated fewer than one-half (1/2) of the possible number of sick days, they shall be eligible for payment for their unused sick days as per the schedule set forth under the heading “Payment for Sick Leave” in paragraph C(2) above. Sick days sold back in accordance with Article X(A)(2) shall be counted as unused accumulated sick days towards satisfying the necessary possible accumulation of sick days for purposes of this Section D(1).

2. Retirement Allowance – Members of the unit shall be paid for years of service as follows:

10-15 years of service\$1,150 for each year of service
16-20 years of service\$1,600 for each year of service
21+ years of service\$1,800 for each year of service

3. Payment for unused vacation days – Members of the unit shall be paid for accrued an unused vacation days at the employee’s regular daily rate.

4. Members of the unit hired on or after July 1, 2007 shall be eligible for the benefits set forth in paragraphs D(1), D(2) and D(3) above, only if they have completed a minimum of twenty (20) years to the District.

E. Medical Benefits – Unit members who resign or 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 medical/ prescription insurance plan applicable to active members of the unit into retirement. If the employee elects individual medical and prescription coverage, the District shall pay one hundred (100%) percent of the premium. If the employee elects to continue family medical/prescription coverage, the District shall pay fifty (50%) percent of the premium and the employee shall pay fifty (50%) percent of

¹ This requirement may be waived if the unit member is otherwise covered by a side agreement dated 10/14/93 or 12/1/99.

the premium. This coverage shall continue until the employee first becomes eligible for Medicare, when such coverage will terminate. 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 premiums as they did on their last day as an active employee, up to a maximum of twenty (20%) percent.

Employees who resign or 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 insurance and prescription drug coverage fully paid for by the District. Such coverage shall continue until the employee first becomes eligible for Medicare. 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 premiums as they did on their last day as an active employee, up to a maximum of twenty (20%) percent.

If the employee pre-decease's his/her spouse, the employee's spouse shall retain the right to purchase the health benefits on an individual basis at his/her own expense until the spouse first becomes eligible for Medicare.

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 medical, major medical 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. Employers who resign or retire who have completed at least twenty-five (25) years of service 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 three (3) years of service to the District. For employees who have twenty five (25) or more years of service in the District, 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 three (3) years of service in the District. The total number of additional years of secondary family 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 retirement.

Retired employees may continue in the Basic Medical/Major Medical and Prescription Drug Plan available through the employee's collective bargaining agreement at their own expense after their eligibility for benefits described herein expires. Unit members who retire on or after July 1, 2018, shall not be eligible to continue the Basic Medical/Major Medical and Prescription Drug Plan at their own expense after their eligibility for benefits expire.

Those employees eligible for secondary family medical coverage may elect to convert all or a portion of their years of secondary medical coverage into individual primary medical 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 individual secondary family coverage earned by the employee. The total number of years of earned individual secondary coverage shall be reduced accordingly.

Years of Secondary Family Coverage

1.5 years
3.0 years
4.5 years
6.0 years
7.5 years
9.0 years
10.5 years

Additional Years of Primary Coverage

1 year
2 years
3 years
4 years
5 years
6 years
7 years

Employees who resign or retire from the District who have a minimum of twenty-five (25) 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.

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 or a plan which matches the Empire Plan or a plan which provides better coverage as long as the District reimburses the retiree for any contribution required which exceeds that to which they would otherwise have had to contribute toward District coverage. If and when the other alternative coverage terminates, the retired employee will be allowed to return to the plan at the point he would have been had she/he not had alternative coverage.

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 coverage reduced by the same number of year(s).

Those members of the unit hired on or after July 1, 2007 shall be eligible for medical benefits into retirement 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 and any and all benefits she/he would have accumulated in accordance with paragraph D(2) above.

ARTICLE XIII – LAYOFF PROTECTION

If a non-competitive employee is laid off, he or she may bump any employee within the unit with less seniority in an equal or lower paying non-competitive job classification. Lay-offs of competitive employees shall be in accordance with Civil Service rules and procedures.

ARTICLE XIV – GRIEVANCE PROCEDURE

A grievance is a claim that a specific provision of this Agreement has been violated.

First Stage – The employee informally confers with or submits his/her grievance in writing to the immediate supervisor and the Plant Facilities Administrator within ten (10)

working 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 ten (10) working days.

Second Stage – If the grievance is not resolved at the first stage, the employee may request in a written statement a review of the case by the Superintendent of Schools within ten (10) working days of the first stage decision. The immediate supervisor and/or the Plant Facilities Administrator shall file a written report of the findings in stage one with the Superintendent of Schools. The Superintendent or his/her designee shall respond to the grievant within ten (10) working days.

Advisory Arbitration – An appeal from the second stage can be referred to an arbitrator for advisory arbitration within ten (10) working days of the second stage decision. The Superintendent of Schools can consider the advisory arbitration award or refer such award to the Board of Education for its final determination. The parties agree to follow the procedures of the American Arbitration Association for voluntary labor arbitration in the selection of arbitrators, and agree to select arbitrators from the list provided by the Association. The cost of such advisory arbitration shall be shared equally as between the Association and the District.

ARTICLE XV – LABOR MANAGEMENT COMMITTEE

The District and the Union shall establish a joint Labor/Management Committee consisting of up to two (2) representatives of the Union and two (2) representatives of the District. The Committee shall meet on an as-needed basis at mutually acceptable times to discuss problems and generally improve communications between the District and the Union. The meetings of such Committee shall be informal in nature. In no event shall the Committee engage in formal negotiations concerning terms and conditions of employment.

ARTICLE XVI – UNION LEAVE TIME

The president of the CSEA Unit shall be allowed time to administer union business. Leave time shall be at the discretion of the Superintendent or his/her designee.

ARTICLE XVII – PERFECT ATTENDANCE BONUS

Employees who are present for every scheduled working day (that is, uses zero sick and zero personal days), excluding leave days for bereavement or jury duty, between July 1 and June 30 of each fiscal year shall be entitled to an attendance bonus of Six Hundred (\$600) Dollars payable during the first pay period of August.

If one (1) sick or personal day is used between July 1 and June 30 of each fiscal year, an employee shall be entitled to a Three Hundred Fifty (\$350) Dollar attendance bonus payable during the first pay period of August.

In the case of jury duty, documentation of such duty and its duration must be received by the Plant Facilities Administrator within ten (10) working days following the last day served in order to qualify as an eligible exclusion.

ARTICLE XVIII – 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 as set forth below:

a. The order to submit to testing must be justified by a “reasonable suspicion” that the employee is under the influence of illegal controlled substances or alcohol while on duty or has engaged in the use, sale, distribution, or possession of illegal controlled substances or alcohol while on duty.

b. While the “reasonable suspicion” standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified hunches or intuitive feelings do not meet the standard.

c. “Reasonable suspicion” is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. “Reasonable suspicion” must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

d. “Reasonable suspicion” may be based, among other things, on the following:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or conduct or physical symptoms of being under the influence of drugs or alcohol; or
2. A pattern of unusual or abnormal conduct or erratic behavior; or
3. Arrest or conviction for a drug-related offense, or the identification by law enforcement personnel that an employee is the focus of a criminal investigation into illegal drug possession, use, or trafficking; or
4. Information provided by a reliable and credible source.

e. Disputes concerning the matter of whether the District had “reasonable suspicion” to order a test shall be subject to review by the Hearing Officer during the disciplinary process if disciplinary charges are pursued as a result of a positive test result.

f. The decision to test an employee shall be made by the Assistant Superintendent for Human Resources or the Assistant Personnel Administrator or the Assistant Plant Facilities Administrator, or, in their absence, their designee, in accordance with the standards discussed above.

g. It is intended that where a decision is made to test, the employee will be given a direct order to submit to the test and advised of his/her right to have a Union representative present for such testing, but the test shall not be delayed more than one (1) hour to accommodate the presence of a Union official or to give the employee an opportunity to talk with a union representative. The Union shall be notified of such

order. The test shall be conducted immediately thereafter. The employee shall be given a brief verbal statement of the basis for reasonable suspicion, which shall be confirmed in writing within five (5) working days from the test.

ARTICLE XIX – CANCER SCREENING

Effective July 1, 2018, 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 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 breast and/or prostate cancer. Failure to do so shall result in such leave being unpaid.

ARTICLE XX – ANNUAL EVALUATION PROCEDURE

a. The Assistant Superintendent for Business or his/her designee will prepare a narrative evaluation each school year which shall include at a minimum a review of attendance, quality of supervision of staff, quality of work, organizational skills, leadership, knowledge of job, interactions with District Office and Building administration, and such other criteria as the District may determine in its sole discretion.

b. The Assistant Superintendent for Business or his/her designee shall meet with each unit member to review the results of their annual evaluation. The unit member may submit a written response to the annual evaluation, which shall be placed in their personnel file, provided that such response is submitted within fifteen (15) working days of the evaluation meeting.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____ of 2018.

William Floyd Union Free School District

William Floyd Supervisors' Unit

By: _____
Robert Vecchio, President
Board of Education

By: _____
Guy DiCosola, CSEA LRS

By: _____
Kevin Coster
Superintendent of Schools

By: _____

By: _____

By: _____

By: _____

STARTING SALARIES

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
Chief	\$71,800.93	\$			
Custodian					
Head Custodian	\$67,467.79	\$			
Groundsman III	\$63,876.98	\$			

* The starting salaries for the 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 school years shall be derived by increasing the prior school year's starting salary by one-half (1/2) of the percentage increase generated by the Revenue Formula set forth in Article VI(A).