

**AGREEMENT BETWEEN THE SYOSSET CENTRAL SCHOOL
DISTRICT**

and

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

**LOCAL 1000, AFSCME, AFL-CIO, CLERICAL
AIDES/MONITORS UNIT**

JULY 1, 2018 through JUNE 30, 2022

SYOSSET CENTRAL SCHOOL DISTRICT
Syosset, New York

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Assistant to the Superintendent for Testing, Planning, and Administrative Support

2018-2019

Instructional
Materials
Center

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1. RECOGNITION

A. The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO ("the Association") is hereby recognized by the Syosset Central School District ("the District") as the exclusive bargaining representative for the District's Clerical Aides/Monitors Unit ("the Unit").

B. The parties agree that the Unit shall be composed of all persons employed by the District in the Civil Service title of School Monitor, who perform a minimum of two (2) hours of service per day or a maximum of seventeen and one-quarter (17.25) hours of service per week during the school year and who shall have served a minimum of 120 days during the preceding school year or be anticipated to serve a minimum of 120 days during the current school year, and excluding all other employees.

C. The Association shall have the right to unchallenged representation status for the maximum period of time permitted by Section 208 of the Civil Service Law.

2. ORGANIZATIONAL PROVISIONS

A. The use of school mail boxes by the Association has been approved by the Superintendent of Schools. The Association understands that all mail, memos, papers, or bulletins are to be handed to the principal of the school or department head, who will see that the material is placed in the employees' mail boxes. Mail boxes shall not be filled directly by the Association. All communications should have an identifying title, be signed by an officer of the Association, and be dated.

Only when the principal decides that the mail boxes are being used in a manner that is detrimental to the District may the principal or department head deny the use of the mail boxes temporarily. The principal will immediately communicate with the Superintendent of Schools or his/her designee. The Superintendent or his/her designee will make a decision concerning the material and contact and apprise the Association's representative of that decision.

B. Permission shall be granted for the use of District facilities for Association meetings upon written request for such on the official form provided.

3. CHECK-OFF

A. The District agrees to deduct dues for the Association from the salaries of its employees, as said employees individually and voluntarily authorize the District to deduct and to transmit such monies to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224. Employee authorizations shall be in writing and in a manner consistent with Section 93-b of the General Municipal Law and Chapter 392 of the Laws of 1967, as amended.

B. Deductions shall be made each pay check.

C. The Association assumes full responsibility for the disposition of the funds deducted once they have been mailed to the Treasurer of the Civil Service Employees Association, Inc.

D. Upon request, annually, the District shall provide the Association with a list of the employees who have voluntarily authorized the District to deduct dues for the Association.

E. The Association shall indemnify and save and hold the District and any and all of its employees, representatives, officers and/or members of the Board of Education (collectively "employees") harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken or not taken by the District or any of its employees for the purpose of complying with the dues deduction provisions of this Agreement and/or state law. In addition, the Association shall reimburse the District for any and all legal expenses associated with the defense of any such claim, demand, or suit.

4. OTHER DEDUCTIONS

The District shall upon the request of a unit member deduct monies from his/her salary for specified Tax Sheltered Annuities, offered by the District.

5. SICK LEAVE

Unit members shall receive four (4) sick leave days per year, which shall be noncumulative. One (1) of those days may be used as a personal day, as provided in Section 6. At the end of each school year, the District shall pay each unit member one-half day's pay for each unused sick leave day (e.g. 3 days not used = 1 ½ days' pay).

6. PERSONAL DAY

Any employee may request the use of up to two (2) sick leave days as a personal business day per school year, without loss of salary, by reason of EMERGENCY personal business, i.e., business that could not have been postponed to a non-school day. Examples of this type of excused absence would include automobile breakdown, serious illness or death in the immediate family, a closing in connection with the purchase of a home, mandated appearance in court, etc. "Immediate family" shall mean spouse, parents, grandparents, children, brother, sister, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

Approved absences for religious observance shall be charged as a personal day.

Typical Approvable Reasons for Personal Day: Serious illness in the immediate family; death in family, or death of a friend; high school or college graduation in immediate family; mandated court appearance; title closing in connection with purchase of home or property; automobile accident or breakdown with no alternate transportation readily available; taking child to college for the first time.

Typical Non-Approvable Reasons for Personal Day: Seeing child in a play or other performance; accompanying husband or wife on a business trip or vacation; appointment with a lawyer, accountant, or physician which could be held on a weekend or after school hours; granting a day for marriage; delayed return flight or ship embarkation which was within the employee's control.

7. INCLEMENT WEATHER DAYS

Unit members shall be paid for one (1) day during the course of the school year when school is closed due to inclement weather.

8. WAGES

A. The hourly rates for personnel covered by this Agreement shall increase by 2.25% effective July 1, 2018; 2.25% effective July 1, 2019; 2.25% effective July 1, 2020; and 2.25% effective July 1, 2021. The rates are as follows:

<u>Step</u>	7/1/18	7/1/19	7/1/20	7/1/21
1	\$17.48	\$17.87	\$18.27	\$18.68
2	\$17.99	\$18.39	\$18.80	\$19.22
3	\$18.57	\$18.99	\$19.42	\$19.86

B. Employees who perform Language Experience typing service shall be compensated at the rate of an additional \$.98 per hour for such service. Effective July 1, 2018, the rate shall be increased to \$1.04 per hour. Effective July 1, 2019, the rate shall be increased to \$1.06 per hour. Effective July 1, 2020, the rate shall be increased to \$1.08 per hour. Effective July 1, 2021, the rate shall be increased to \$1.10 per hour.

C. Employees who are assigned by the principal to perform non-monitor work as part of their regular duties shall be compensated at the rate of an additional \$.98 per hour for such service. Effective July 1, 2018, the rate shall be increased to \$1.04 per hour. Effective July 1, 2019, the rate shall be increased to \$1.06 per hour. Effective July 1, 2020, the rate shall be increased to \$1.08 per hour. Effective July 1, 2021, the rate shall be increased to \$1.10 per hour. It is understood that the District reserves the right to require the principal to receive prior written approval from the Superintendent of Schools or his/her designee before the performance of said non-monitor work is deemed authorized.

D. Direct Deposit. Effective until June 30, 2018, the District provides the option of direct deposit for all unit members. This includes all transactions for which the receiving institutions

are capable of receiving electronic transfers. The District agrees to never withdraw funds from these accounts. All unit members shall be paid via direct deposit, effective as of the first payroll in October 2018.

E. Holidays. Employees will be paid their regular day's pay for Memorial Day and Thanksgiving Day.

9. EXTRA ASSIGNMENTS

All monitors will be provided the opportunity to place their names on a list maintained in their assigned building for the provision of extra duties in the main office and/or substitute for an absent teaching assistant in their building. The assignment of such work shall be at the sole discretion of their building principal.

10. TRAINING/PROFESSIONAL DEVELOPMENT

In its discretion, the District shall provide mandatory training on a paid basis to unit members on a day(s) occurring during Superintendent Conference days that occur during the last week of August, or through the District's digital training program. Such training shall include but not be limited to topics such as bullying, Heimlich protocol, playground safety, the District's policy on cell phone usage, and supervision of students, or such other appropriate topics determined by the District.

11. TIME CLOCKS

All unit members shall be required to record his/her attendance, including the time of arrival and the time of departure from work, by using an electronic recording system provided by the District or an automatic time clock system provided by the District.

12. GRIEVANCE PROCEDURES

A. Declaration of Policy. The purpose of these procedures is to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of unit members pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

B. Definitions. Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations, policies, procedure, administrative orders, or work rules of the District which relates to or involves working conditions, health, safety, physical facilities or equipment furnished to employees or supervision of employees; provided however, that such term shall not include employee salary schedules, retirement benefits, disciplinary proceedings or any matter which is otherwise reviewable pursuant to law, including layoffs (Article 15), or any rule or regulation having the force and effect of law.

C. Basic Principles.

1. This grievance procedure is not designed to be used for changing rules or establishing new ones. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.
4. Each party to a grievance shall have access at reasonable times, to all non-confidential written statements and records pertaining to such case.
5. All hearings shall be confidential.

D. Procedures

1. An aggrieved employee shall present his/her written grievance to the Superintendent of Schools or his/her designee, setting forth the specific nature of the grievance and the facts relating thereto, within twenty (20) calendar days after the employee knew or should have known of the act or condition on which the grievance is based. No grievance will be entertained and such grievance will be deemed waived unless the grievance is submitted within that time.
2. If an informal hearing is requested, the Superintendent or his/her designee will hold the hearing within ten (10) work days of receipt of the grievance.

3. The Superintendent or his/her designee shall render a written determination within ten (10) work days after receiving the grievance or the hearing, if any, whichever shall be later.

4. If the grievance is not satisfactorily resolved at this stage, the Association may, within five (5) work days of the Superintendent's determination, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent of Schools. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a final decision within ten (10) work days after receiving the request for review.

13. LABOR/MANAGEMENT COMMITTEE

The District and the Association shall designate an equal number of persons to serve on the Labor/Management Committee, which shall meet by joint agreement, on an as-needed basis. The jurisdiction of the Committee shall be limited to consideration of matters that are terms and conditions for employment. Any agreement reached by the Committee must be reduced to writing and ratified by the Board of Education and/or the Superintendent of Schools, as appropriate, before it can become effective.

14. VACANCIES

The Association President shall be given notice of all vacant and newly created clerical positions within the District.

15. LAYOFFS

Any layoffs within the unit shall be governed by applicable civil service law, rules and regulations. Layoffs from any noncompetitive, labor or exempt class position shall be made, except where otherwise provided by law, from within the job classification and by inverse order of District seniority. It is expressly understood and agreed that, pursuant to the terms of Article 12(B), any

action or inaction by the District pertaining to this Article shall not be subject to the grievance procedure. However, the Association does not waive its right to seek other redress for perceived violations of this provision.

16. SEPARABILITY

In the event any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions for this Agreement shall continue in effect.

17. TERM OF AGREEMENT

This Agreement shall be effective July 1, 2018 and terminate June 30, 2022.

18. TAYLOR LAW NOTICE

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.

Dated: _____, 2018

CSEA INC., LOCAL 1000, AFSCME, AFL-CIO SYOSSET CENTRAL SCHOOL DISTRICT

By: Came Varone

Unit President

By: Heidi Olsen

Superintendent of Schools

By: Thomas Perreault

Local President

By: John Smith

President of the Board of Education

By: Joan Waller

Labor Relations Specialist, CSEA