

COLLECTIVE BARGAINING AGREEMENT

between

**The William Floyd Union Free School District
of the
Mastics, Moriches and Shirley**

and

**The Civil Service Employees Association, Inc.
Local 1000, AFSCME, AFL-CIO
William Floyd Security Employees, Local 870**

Covering the Period July 1, 2016 through June 30, 2020

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COLLECTIVE BARGAINING AGREEMENT
between the
William Floyd Union Free School District
of the Mastics-Moriches-Shirley
and the
Civil Service Employees Association, Inc. Local 1000,
AFSCME, AFL-CIO, William Floyd Security Employees, Local 870

I. RECOGNITION

The Board of Education of the William Floyd Union Free School District, hereinafter the "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, hereinafter the "Association" or the "Union", the recognized union by the William Floyd Security Employees Unit, Local 870. Recognition is based on the pledge that the union employees may not participate in strike action against the School District. The unit shall consist exclusively of the non-competitive civil service title of Guard and Senior Guard and the competitive civil service titles of Security Guard and Senior Security Guard and exclude all others.

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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

III. DUES DEDUCTION/AGENCY SHOP

After a full-time employee within the jurisdiction of this bargaining unit has completed thirty (30) days of employment to the District, the Association 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., at 143 Washington Avenue, Albany, New York, on a payroll period basis for each employee who has either completed and signed a deduction authorization card or is an agency shop fee payer. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Association. The Board of Education shall, following each pay period, deduct such dues or agency fees from bargaining unit members' paychecks and transmit the amounts so deducted to the Civil Service Employees Association, Albany, N.Y.

The Association shall be obligated to create and maintain a fully legal and adequate refund procedure for agency payers who object to illegal expenditures.

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.

IV. WORKING CONDITIONS

- A. Full time employees shall work a regular work week consisting of eight (8) hours per day and forty (40) hours per week.
- B. All employees shall be entitled to a half hour "on call" lunch break and two (2) fifteen (15) minute "on call" coffee breaks during each eight (8) hour shift.
- C. Employees who work more than four (4) hours and less than eight (8) hours daily shall be entitled to a half hour "on call" lunch break and one (1) fifteen (15) minute "on call" coffee break during each shift.
- D. Employees who work four (4) or less hours daily shall be entitled to one (1) fifteen (15) minute "on call" coffee break during each shift.
- E. Employees who are scheduled to work a consecutive seventh day, shall be entitled to payment at the double time rate for work performed on the seventh consecutive day.
- F. All employees shall be evaluated on a semi-annual basis by their supervisor, the Assistant Superintendent or his/her designee in consultation with building or District administrators. The form attached as Appendix B shall be used for evaluations.
- G. Work Year – The regular work year for Guards and Senior Guards shall consist of one (1) of the following:
 - 1. Ten (10) Month Guards – the regular work year shall consist of all days that Teachers work during the regular student school year, including conference days.
 - 2. Twelve (12) Month Guards – the regular work year shall consist of the twelve month period from July 1st through June 30th.
 - 3. Twelve (12) Month Senior Guards – the regular work year for Senior Guards shall consist of the twelve (12) month period from July 1st through June 30th.
 - 4. Ten (10) Month Security Guards and Senior Security Guards – the regular work year shall consist of all days that teachers work during the regular student school year, including conference days.
 - 5. Twelve (12) Month Senior Security Guards – the regular work year for twelve (12) month Senior Security Guards shall consist of the twelve (12) month period from July 1st through June 30th.

H. Consistent with its authority under Article XXVI of the Agreement, the District shall have the authority to change the start and end times of shifts at its sole discretion. Absent the notice provided for herein, the District shall not change the starting or ending time of any employee's shift by more than two (2) hours in any three (3) month period. Notice of such shift change shall be given at least thirty (30) days in advance of the commencement of the new shift during which time the District shall give the Union the opportunity to discuss such shift change prior to implementation.

V. NEW YORK STATE CERTIFICATION

All unit members are required to obtain annual New York State security guard certification at his/her own expense and submit proof of said certification within fourteen (14) days of completion to the Assistant Superintendent or his/her designee. Failure to maintain the necessary certification may result in termination.

VI. SENIORITY

For contractual purposes, seniority shall be defined as length of continuous service within a respective civil service title in the bargaining unit unless otherwise noted. Where service within civil service job title is equal, seniority shall be determined on length of continuous service to the District in positions in the unit. For seniority purposes, "no pay days" are charged against length of service on a day for day basis. Time lost to Workers' Compensation injuries (*i.e.*, injuries incurred in the course of an employee's employment in the District) shall not be "no pay days" for the purposes of this clause.

VII. VACANCIES

The District shall post all vacant bargaining unit positions for a minimum of seven (7) calendar days prior to such positions being filled. Postings shall indicate the shift and workdays. All employees who have served a minimum of six (6) months in the District shall be offered an opportunity to bid on vacant positions.

For Guards and Senior Guards, the District shall consider existing employees for all vacancies in the unit prior to seeking outside candidates to fill such positions. When filling a vacancy in the unit, seniority shall be the determining factor provided the employees involved have equal qualifications and experience. Determination of qualifications and experience shall be at the sole discretion of the Superintendent of Schools or his/her designee, so long as such determination is not arbitrary. Seniority for purposes of filling vacancies shall be defined as the length of continuous service in the District since the last date of hiring.

In filling vacant positions for the Security Guards or Senior Security Guards, the District shall follow the Civil Service Law and the rules and regulations of the Suffolk County Civil Service Commission.

VIII. SICK/PERSONAL DAYS

Effective September 1, 2007, full-time employees shall accrue one (1) paid sick day per month of service as follows:

Ten (10) Month Guard	A maximum of ten (10) sick days per school year
Ten (10) Month Security Guard and Senior Security Guards	A maximum of ten (10) sick days per school year
Twelve (12) Month Guard	A maximum of twelve (12) sick days per year (July 1 – June 30)
Twelve (12) Month Senior Guard	A maximum of twelve (12) sick days per year (July 1 – June 30)
Twelve (12) Month Senior Security Guard	A maximum of twelve (12) sick days per year (July 1 – June 30)

After exhausting any accumulation, unit members may draw upon up to three (3) sick days before the days have accrued. Should the employee terminate employment with the District before accruing the days “borrowed,” the excess shall be deducted from his/her final paycheck, or if his/her final paycheck is insufficient, paid back to the District.

All full-time employees will be entitled to one (1) personal day per year. All part-time employees will be entitled to one-half (½) personal day per year. There is no accumulation of personal days. Requests for personal days must be requested on an appropriate form. Effective July 1, 2013, both full time and part time employees may convert one (1) unused sick day to be used as an additional personal day on an annual basis. Any unused personal leave shall accrue as sick leave.

Employees who are regularly scheduled to work less than forty (40) hours per week shall be entitled to sick days on a pro rata basis based on their normally scheduled work week. For example, Ten (10) month Guards who are regularly scheduled to work thirty (30) hours per week would receive 7.50 sick days per year [$10 \text{ sick days} \times .75 (30/40) = 7.50$]. Sick days will be rounded to the nearest half day. “Normally scheduled work week” shall be defined as the weekly schedule normally assigned to the employee.

The District may require medical verification for absences anytime there are reasonable grounds to believe that sick leave is being abused.

Employees shall provide medical verification of their ability to return to their normal duties for all absences in excess of three (3) consecutive days.

Effective July 1, 2013, employees who are present for every scheduled working day (*i.e.*: uses zero (0) sick and zero (0) personal days), excluding leave days for bereavement or jury duty, between July 1st and June 30th of each fiscal year shall be entitled to a \$500 attendance bonus payable during the first pay period of August. The first payment for which employees shall be eligible will be in August 2014 for attendance during the 2013-14 school year. If one (1) personal or sick day is used, such employee will be entitled to a \$250 attendance bonus payable during the first pay period of August.

IX. FMLA LEAVE

If the reason for any leave provided pursuant to any provision of this Agreement also qualifies for coverage under the Family and Medical Leave Act ("FMLA"), such FMLA leave shall run concurrently with any such 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 period.

X. BREAST/PROSTATE CANCER SCREENING

Effective July 1, 2013, any leave taken by a member of the unit pursuant to Section 159-b and/or 159-c 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 or 159-c 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 for 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.

XI. BEREAVEMENT LEAVE

Up to five (5) consecutive work days within a seven (7) calendar day period may be granted in the event of the death of an employee's spouse, child, grandchild, son-in-law, daughter-in-law, 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.

Bereavement leave granted under this Article shall be paid leave.

Upon request by the District, proof showing date of death and relationship to the employee must be submitted to the Assistant Superintendent or his/her designee upon the employee's return to work.

XII. JURY DUTY

All employees will use the call-in system, when available, for 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. All fees paid to the employee for Jury Duty service, when released from his/her regularly scheduled shift, shall be either endorsed over to or paid by the employee of the District. Reimbursement from the court for mileage, tolls, parking and/or meals paid for while on Jury

Duty service, shall be retained by the employee. At the completion of Jury Duty service the employee shall provide from the court, if made available, a record of attendance to the Assistant Superintendent or his/her designee.

XIII. VACATIONS

Those members of the unit appointed as full-time Twelve (12) Month Guards and/or full-time Twelve (12) Month Senior Guards and/or Twelve (12) Month Senior Security Guards shall be entitled to paid vacation as follows:

After completion of:

One (1) year of service in Security Dept.Ten (10) working days
Five (5) years of service in Security Dept.....Fifteen (15) working days
Eleven (11) years of service in Security Dept.Twenty (20) working days

Vacation days shall be pro-rated for those bargaining unit members with less than one (1) year of service in the Security Department. Accordingly, upon the completion of six (6) months of service in the Security Department, unit members shall be entitled to five (5) working days of vacation.

Effective July 1, 2013, part-time Guards and part-time Senior Guards shall receive the following number of vacation days:

After the completion of:

One (1) year of service in the Security Department	Three (3) working days
Five (5) years of service in the Security Department	Five (5) working days
Eleven (11) years of service in the Security Department	Seven (7) working days

Vacation days shall not accumulate from year to year. The use of vacation days must be pre-approved by the Assistant Superintendent or his/her designee and are subject to the needs of the Department (e.g., overtime). Effective July 1, 2013, eligible employees may carry over a maximum of one (1) week of vacation from year to year and may be paid out for up to one (1) week of vacation upon their separation from the District. The carryover of the weeks' vacation shall be based on the employee's regular "week" – e.g. a weekend guard can carry over two (2) days.

XIV. HOLIDAYS

Those members of the unit appointed to full-time positions (both ten (10) and twelve (12) month) shall be entitled to eight (8) paid holidays per year. Such paid holidays shall be as follows:

Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day

Those members of the unit appointed to twelve (12) month positions shall also be entitled to July 4th and Labor Day as paid holidays. Should a recognized holiday fall on a Saturday, the preceding Friday will be recognized as the holiday. Should a recognized holiday fall on a Sunday, the following Monday will be recognized as the holiday. When a holiday is celebrated on a Friday or a Monday, overtime for contractual purposes shall be given on the day that it is celebrated (*i.e.* Friday/Monday).

Effective July 1, 2013, part time employees shall instead receive two (2) floating holidays per school year. The use of such days shall be subject to the approval of the Assistant Superintendent or his/her designee.

Any employee who works on what would otherwise be a paid holiday day off (*see* Article XX), shall in lieu of having a paid day off be paid at the rate of double time and one-half for all hours worked on the holiday.

XV. UNIFORMS

- A. The District shall provide each bargaining unit member in his/her first year of employment with uniforms as follows:

Three (3) winter weight shirts AND three (3) winter weight pants;
Three (3) summer weight shirts AND three (3) summer weight pants; and
One (1) medium weight jacket AND one (1) light weight jacket

Employees shall have the option of substituting one (1) pair of shorts for one (1) pair of summer weight pants

- B. Beginning with the bargaining unit member's second year of employment, the District shall provide uniforms as follows on or about September 1st of each year:

Two (2) winter weight shirts AND two (2) winter weight pants;
Two (2) summer weight shirts AND two (2) summer weight pants;

Employees shall have the option of substituting one (1) pair of shorts for one (1) pair of summer weight pants;
Medium and light weight jackets will be replaced on an as needed basis.

- C. One (1) winter weight jacket suitable for outside use shall be provided to each Guard and Senior Guard and replaced on an as needed basis.
- D. Each employee shall receive a shoe allowance of one hundred (\$100.00) dollars payable on or about September 1st of each year. Each employee is required to wear O.S.H.A. approved work shoes. Effective July 1, 2017, each employee shall receive a shoe allowance of up to one hundred and fifty (\$150.00) dollars payable on or about September 1st of each year, provided the employee has submitted a receipt of purchase of the O.S.H.A. approved work shoes to the Business Office by August 1st of each year.
- E. Employees who lose any item of clothing assigned above shall be charged for the lost item at replacement cost. Any item destroyed in the course of duty shall be replaced by the District at no cost to the employee.
- F. All employees shall wear the District uniform while on duty. Employees not in the District uniform may not be permitted to work and shall not be compensated for the time lost.
- G. Employees shall be required to sign in and out all gear and equipment as determined by the sole discretion of the Assistant Superintendent or his/her designee.
- H. Bargaining unit members shall turn in his/her uniform(s) to the District upon separation of employment.

XVI. MILEAGE ALLOWANCE

Employees who are directed by their supervisor and who consent to utilize their vehicle on District business shall be reimbursed at the Board of Education approved rate.

XVII. STARTING SALARIES

Starting Salaries:

Security Guard:	\$25,976
10 Month Senior Security Guard:	\$29,032
12 Month Senior Security Guard:	\$34,838

XVIII. SALARIES

All full-time (forty (40) hours per week) Association members shall have their salaries annualized by multiplying their hourly rate of pay X 8 hours per day X the number of days they will be scheduled to work during the school year (July 1st through June 30th). This figure shall then be divided by the number of pay periods calculated in that time period.

Part-time guards shall continue to be paid by their submission of time sheets.

Effective July 1, 2016, eligible Guards shall advance one (1) step on the salary schedule beyond their step placement during the 2015-2016 school year.

Effective July 1, 2016, Guards on top step who were ineligible to advance one (1) step on the salary schedule, Senior Guards, Security Guards and 10 month Senior Security Guards shall receive a 2.41% salary increase.

Effective July 1, 2017, the 2017-2018 salary increases for all members of the unit (Guards, Senior Guards, Security Guards and Senior Security Guards) shall be derived by increasing the 2016-2017 base salaries by the percentage generated pursuant to the Revenue Formula set forth below, capped at three and one-half (3.5%) percent.

Effective July 1, 2018, the 2018-2019 salary increases for all members of the unit (Guards, Senior Guards, Security Guards and Senior Security Guards) shall be derived by increasing the 2017-2018 base salaries by the percentage generated pursuant to the Revenue Formula set forth below, capped at three and one-half (3.5%) percent.

Effective July 1, 2019, the 2019-2020 salary increases for all members of the unit (Guards, Senior Guards, Security Guards and Senior Security Guards) shall be derived by increasing the 2018-2019 base salaries by the percentage generated pursuant to the Revenue Formula set forth below, capped at three and one-half (3.5%) percent.

To be eligible for any retroactive salary increases an employee must be on the payroll both on the effective date of the increase and on the date the Memorandum of Agreement is fully executed by the parties.

Revenue Formula

1. Effective July 1, 2017 any annual salary increases for the 2017-18, 2018-19 and 2019-20 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 CSEA 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 that tax levy which is included in the adopted budget from which the salary increase will be funded and that of the preceding adopted budget.

3. In no case shall the base salary increase received for the 2017-18, 2018-19 or 2019-20 school years be greater than three and one half (3.5%) 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 rate 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:

Base Salary % Increase = $\frac{C+F}{B+E}$ x 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 XIX, that unit member shall be eligible to move to a higher longevity step regardless of either the cap or the formula.

7. The starting salary for the civil service title of "Guard" shall be \$12.10, and the starting salary for Senior Guards shall be \$16.00, provided however, that credit for previous security experience may be granted to individual candidates at the discretion of the Superintendent and the approval of the Board of Education. The starting salary for a Security Guard will be \$25,976. The starting salary for a 10-month Senior Security Guard will be \$29,032. The starting salary for a 12 month-Senior Security will be \$34,383.

The Revenue Formula set forth above shall sunset at the expiration of the Agreement. If the parties have not reached an agreement for a successor Agreement by June 30, 2020, the Step Schedule shall be considered a part of the collective bargaining agreement and shall continue thereafter pursuant to Triborough, unless and until the parties agree to the contrary. For Triborough purposes, unless the parties have negotiated an Agreement for the 2020-21 school year to the contrary, eligible unit members shall receive a salary increment on the salary schedule effective July 1, 2020 provided they have completed a minimum of six (6) months of service in the prior school year prior to July 1, 2020.

a. The parties agree that the revenue formula set forth above shall be administered as follows. For example, a unit member who is on Step 7 (\$15.00 .) during the 2016-2017 school year could receive the following salary increases and Step increments:

2017-18	Remain on Step 7	Step 7 shall increase by 2.36% to \$15.35
2018-19	Remain on Step 7	Step 7 could increase by up to 3.5% to \$15.89 (assumes a 3.5% increase)
2019-20	Remain on Step 7	Step 7 could increase by up to 3.5% to \$16.45 (assumes a 3.5% increase)

If the parties fail to negotiate a successor Agreement for the 2020-2021 school year by June 30, 2020, the unit member who was on Step 7 shall move to Step 8 and could receive the following salary increase:

2020-2021	Move to Step 8	\$18.34 (Step 8 (\$16.73) has been increased in 2017-18 by 2.36 % (\$17.12) and assumes an increase of 3.5% for the 2018-2019 school year (\$17.72) and the 2019-20 school year (\$18.34))
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XIX. LONGEVITY

Effective July 1, 2013, members of the unit appointed as full time Guards and/or Senior Guards (10 and 12 month) shall be entitled to the following longevity payment on their anniversary date of each year:

After the completion of five (5) years of service to the District:	\$225
After the completion of ten (10) years of service to the District:	\$325
After the completion of fifteen (15) years of service to the District:	\$525

Effective July 1, 2014, the provisions of this section shall apply to Security Guard and Senior Security Guard.

Effective July 1, 2017, members of the unit appointed as full time employees (10 and 12 month) shall be entitled to the following longevity payment on their anniversary date of each year:

After completion of five (5) years of service to the District:	\$325
After completion of ten (10) years of service to the District:	\$475
After completion of fifteen (15) years of service to the District:	\$725
After completion of twenty (20) years of service to the District:	\$1,000
After completion of twenty-five years of service to the District:	\$1,250

Those members of the unit appointed as part-time employees shall be entitled to a prorated longevity payment based on the number of hours they are appointed to work.

Longevity payments shall not be cumulative and shall be prorated for service of less than a full year.

XX. OUT OF TITLE

When no Senior Guard is available for a shift, the Assistant Superintendent or his/her designee may assign a Guard to assume the duties of the supervisor for that shift. Such employees shall be paid an additional one (\$1.00) dollar per hour above their regular hourly rate for such time served. The individual selected shall be at the sole discretion of the Assistant Superintendent or his/her designee.

Effective July 1, 2013, in the event that the District determines that it requires additional coverage by the "Outside" Guards (Guards) to be utilized in an "Inside" Guard (Security Guard) capacity, such guards shall be paid an additional one (\$1.00) dollar per hour above their regular hourly rate for such time served. The individual selected shall be at the sole discretion of the Assistant Superintendent or his/her designee.

Effective July 1, 2014, when no Senior Security Guard is available for a shift, the Assistant Superintendent his/her designee may assign a Security Guard to assume the duties of the supervisor for that shift. Such employee shall be paid an additional one (\$1.00) dollar per hour above his/her regular hourly rate for such time served. The individual selected shall be at the sole discretion of the Assistant Superintendent or his/her designee.

Notwithstanding the above, Guards assigned to work inside the school buildings in a manner consistent with the civil service duty statement shall not be eligible for out of title pay while so assigned

XXI. ADDITIONAL WORK/OVERTIME

- A. In the event the District determines that it requires additional coverage by Guards and/or Senior Guards (*e.g.*, holidays, school recess, special events, etc.), the Assistant Superintendent shall post a list of shifts for which coverage will be needed along with the number of employees needed. Such list shall ordinarily be posted a minimum of seven (7) days in advance. Such additional work shall be assigned on a rotating basis based on seniority. Once an employee has been offered an opportunity for additional work, he/she shall not be eligible for additional work again until the rotation list is exhausted. No differentiation shall be made between Ten (10) and Twelve (12) Month employees or full-time versus part-time employees in determining seniority

for this purpose. In the event there are an insufficient number of volunteers, the District shall assign such work to employees in inverse order of seniority on a rotating basis.

Those employees who are assigned such additional work shall be compensated at their appropriate hourly rate for all hours worked.

Notwithstanding the above, in the event the need for additional coverage occurs with less than twenty-four (24) hours notice, the work shall be offered to those employees from the shift immediately preceding that on which coverage is needed on the basis of seniority without regard to the rotation list. If none of the employees from the preceding shift accept such additional work, the District may offer the work to anyone in the unit regardless of seniority.

- B. Effective July 1, 2013, at each employee's option, he/she may accumulate up to a maximum of forty (40) hours of comp time in lieu of receiving overtime pay. The use of such accumulated comp time is subject to the needs of the Department and shall not be used if it would cause the need for overtime to replace the employee using their comp time. Once an employee reaches the forty (40) hour cap additional overtime worked must be taken as overtime pay until the total falls below forty (40) hours.

XXII. MEAL ALLOWANCE

Employees required to work after nine (9) consecutive hours 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 will entitle employees to an additional six (\$6.00) dollars. Effective July 1, 2017, the meal allowance shall be increased from six (\$6.00) dollars to seven dollars and twenty-five cents (\$7.25).

XXIII. HEALTH INSURANCE

- A. All employees who are regularly assigned to work at least an average of thirty (30) hours per week as per the Affordable Care Act shall be eligible for individual coverage in the District's health insurance plan at no cost to the employee. The health insurance plan provided to eligible members of the unit shall be the Island Group Plan 5 ("the Plan"), self insured by the District and administered by a third party administrator. Effective July 1, 2013, the plan provided shall be Island Group Plan 6.
- B. Effective July 1, 2017, all unit members who receive health insurance coverage from the District shall contribute four (4%) 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 fifty dollars (\$1,050) dollars per school year (July 1-June 30) for family coverage and four hundred and seventy (\$470) dollars per school year (July 1-June 30) for individual coverage.

Effective July 1, 2018, all unit members who receive health insurance coverage from the District 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 and twenty-five (\$1,725) dollars per school year (July 1-June 30) for family coverage and seven hundred and seventy-five (\$775) dollars per school year (July 1-June 30) for individual coverage.

Effective July 1, 2019, all unit members who receive health insurance coverage from the District shall contribute eight (8%) percent of their applicable Health Insurance premiums (individual and/or family) based on the NYSHIP (Empire Plan) premium rates up to a maximum of two thousand four hundred and twenty-five (\$2,425) dollars per school year (July 1-June 30) for family coverage and one thousand one hundred and twenty-five (\$1,125) dollars per school year (July 1- June 30) for individual coverage.

Effective June 30, 2020, all unit members who receive health insurance coverage from the District shall contribute eight (8%) percent of their applicable Health Insurance premiums (individual and/or family) based on the NYSHIP (Empire Plan) premium without a maximum contribution premium rate.

Only the primary enrollee shall be required to make the applicable Health Insurance contributions where two (2) District employees 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.

- C. Cadillac Tax - In the event that the health insurance plan offered by the District becomes subject to the excise or "Cadillac tax" of the Affordable Care Act, then at least six (6) months prior to the anticipated effective date on which the tax will take effect, the parties will meet to negotiate changes to the health insurance plan to ensure that the plan will not be subject to the tax. In the event that the parties are unable to agree to such changes prior to the date on which the tax will become effective, the impact of the tax shall be shared equally by the District and the affected employees.
- D. The District may replace the existing health plan provided:
 - 1. It gives the Association sixty (60) days' notice; and
 - 2. It consults with the Association and no written objection is received within such sixty (60) days.

If the Association objects to a switch in plan, it shall advise the District in writing during the sixty (60) day period outlined above and simultaneously file a demand for arbitration. In such case, the arbitrator shall commence hearings on such grievance within sixty (60) days and shall render a decision within thirty (30) 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.

- E. 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 that provides for the Plan or for a plan which matches the Plan or a plan which provides better coverage and for which the employer contributes ninety (90%) percent of the premium of more. If the employer contributes sixty-five (65%) percent to eighty-nine (89%) percent of the premium, the District may, at its option, decline to cover the employee and pay to the employee an amount equivalent to the difference between the employee's percentage coverage and ninety (90%) percent coverage.
- F. Notwithstanding the above, unit members who are ineligible to receive the District's health insurance and prescription drug coverage as a result of the preceding paragraph, shall not be eligible for the contribution levels set forth above. Such unit members shall instead have the option of selecting only option (a) or (b) below:
 - 1. Enroll in the District provided plan, Island Group Plan 6 (which continuously reflects the equivalent to the then current Empire Core Plus Medical and Psychiatric Enhancements benefit program), 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
 - 2. 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).
- G. Declination Bonus – Those unit members ineligible for coverage because they are eligible for comparable plan from another source and/or those unit members that are otherwise eligible for District provided health insurance who voluntarily choose to decline coverage for a twelve (12) month period, shall be paid a declination stipend of two thousand five hundred (\$2500) dollars for family coverage and one-thousand five hundred (\$1500) dollars for individual coverage effective July 1, 2017 for declinations occurring thereafter (so first paid after June 30, 2018). Such declination shall be pro-rated for periods of less than twelve months.

When a married couple and/or domestic partners are each employees of the District and are both eligible for health insurance coverage from the District, only one (1) of them shall be eligible in the health insurance plan provided under this Agreement. It shall be the sole discretion of the affected couple to designate which of them shall be the health plan enrollee (as opposed to the dependent). The individual who is covered as a dependent shall be eligible for the declination bonus set forth above.

XXIV. LIFE INSURANCE

Each full-time employee in the bargaining unit shall be provided, at no cost to the employee, a term policy of life insurance with a death benefit of twenty-five thousand (\$25,000) dollars, payable on the death of the employee. Part-time employees whose regularly scheduled work week consists of sixteen (16) or more hours shall be provided, at no cost to the employee, a term policy of life insurance with a death benefit of fifteen thousand (\$15,000) dollars, payable on the death of the employee. All employees shall be eligible to purchase an additional five thousand (\$5,000) dollars of life insurance paid for by the employee. The death benefit provided hereunder shall be subject to the terms of the plan and/or carrier (*e.g.*, reduced death benefit for those over age 65).

Effective **July 1**, 2017, 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. The death benefit shall be subject to the applicable terms and conditions of the carrier and/or plan.

XXV. DEATH BENEFITS

Upon the death of an employee who has served a minimum of six (6) months, payment for unused sick leave and vacation days will be paid to his/her beneficiary at full pay.

XXVI. POST RETIREMENT BENEFITS – CRIME

If formal disciplinary charges are filed against a member of the unit (or disciplinary action is threatened against an employee who does not yet have Section 75 rights), and if the basis of such disciplinary charges would, if proven 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, provided the unit member is terminated after being found guilty of such charges after a hearing (or after an investigation if the employee has no Section 75 rights) and/or s/he resigns or retires with such disciplinary charges pending against him/her (or before the District takes disciplinary action against an employee who has no Section 75 rights).

XXVII. SICK LEAVE BUYOUT

Employees who have accumulated a minimum of thirty (30) sick days will be eligible for payment for those sick days in excess of the thirty (30) days accumulated as follows:

- Employees will be paid at the rate of eighty five (85%) percent of their regular daily rate of pay for each day.
- Employees may purchase no more than twenty-five (25) days per school year, provided however that the purchase of additional days may be permitted in the non-

grievable discretion of the Assistant Superintendent upon submission of a written request.

- Requests for payment of sick days pursuant to this Article must be made in writing and submitted to the Assistant Superintendent between June 1st and June 30th only. Payment for such days shall be made no later than the second pay period in July.
- Sick days purchased will be deducted from the accumulated total of sick days.

XXVIII. MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this Agreement, the District reserves the right to control the management of the affairs of the District including, but not limited to the direction and control of its property and operations, the hiring, direction, promotion, demotion, discipline, discharge and layoff of its employees, the determination of work schedules and shifts, the number of employees needed for any particular time, the quality and quantity of work required and the determination of the mission, purposes, objectives and policies of the District. All functions, powers and authorities which the District has not specifically abridged, terminated or modified by this Agreement are recognized by the Union as being retained by the District. This clause shall not diminish any employee rights contained in the Taylor Law or the Civil Service Law.

XXVIX. LABOR MANAGEMENT

Both the District and the Association shall have the right to request a Labor Management meeting on an as needed basis.

XXX. GRIEVANCE PROCEDURE

Definition: A grievance is defined as a claimed violation of a specific provision of this Agreement. A grievance may only be brought by the employee after consultation with the C.S.E.A. The employee shall file with the grievance a signed copy of the grievance consultation letter annexed as "Exhibit A" to this contract.

Stage One: The bargaining agent files a written complaint with the Assistant Superintendent or his/her designee no more than twenty (20) calendar days following the occurrence giving rise to the grievance, or within twenty (20) calendar days of when the employee should have known of such occurrence. Time shall be of the essence with respect to such twenty (20) calendar day period, and failure to comply with such time limits shall result in the grievance being waived. The Assistant Superintendent shall respond in writing to the grievance within twenty (20) calendar days of its receipt by him or her.

Stage Two: If the grievance is denied the grievance may be appealed by the bargaining agent to the Superintendent within twenty (20) calendar days of its receipt of the denial by the Assistant Superintendent. Such appeal shall be in writing, state the reason therefore and be served upon the Superintendent within said twenty (20) calendar day period. Failure to strictly

comply with the time requirement in this paragraph shall result in the right to appeal being waived.

The Superintendent shall within thirty (30) calendar days either deny the appeal from the level one grievance or sustain the appeal in writing.

Advisory Arbitration – An appeal from the second stage can be referred to an arbitrator for advisory arbitration in the discretion of the Union. The parties agree to follow the procedures of the American Arbitration Association for voluntary labor arbitration and agree to select an arbitrator from a list provided by the American Arbitration Association utilizing the list with appointment service.

The arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement.

XXXI. LAYOFFS

- A. Guards and Senior Guards - In the event of layoffs employees shall be laid off utilizing the principal of inverse seniority (the first hired shall be the last laid off) within job title (*e.g.*, Ten (10) Month Guard, Twelve (12) Month Guard, Twelve (12) Month Senior Guard). Prior to layoff of any full-time employee, part-time and temporary employees shall be laid off.
- B. Guards and Senior Guards - In the event of a layoff the District shall maintain a preferred list of laid off employees. Employees on the preferred list shall have recall rights for a period of one (1) year from the time the employee was laid off. Employees on the preferred list shall be recalled to fill vacant positions on a seniority basis so far as practicable and consistent with the District's needs. Practicable and consistent shall mean the particular employee has demonstrated a proper ability to perform the required work in an efficient manner and recalling the employee would not disrupt or impair the District's operation.
- C. Security Guards and Senior Security Guards – Any layoffs of Security Guards and/or Senior Security Guards shall be governed by the Civil Service Law and the rules and regulations of the Suffolk county Civil Service Commission.

XXXII. UNION RELEASE TIME

Upon the written request of the Union, the unit president or his/her designee shall be granted a paid leave of absence to attend CSEA conventions and workshops or CSEA statewide committee meetings. The Union shall be entitled to five (5) paid union leave days per school year. The District may, in its sole discretion, grant up to ten (10) additional unpaid days upon request for the aforesaid purpose. The five (5) paid union days include those days necessary to attend CSEA conventions and workshops or CSEA statewide committee meetings.

All requests for union leave time must be submitted in writing to the District with no less than fourteen (14) days notice. The President of the unit shall be allowed to administer union

business. Leave time for such purpose shall not be subject to the fourteen (14) day notice requirement and shall be at the discretion of the Assistant Superintendent, or his/her designee.

The District reserves the right to deny union leave time to any employee who, in the opinion of the District, has demonstrated attendance problems and/or abuse of sick leave.

The CSEA may use School District buildings upon completion and receipt of District approval of the required use of school facilities application.

XXXIII. MODIFIED WORK ASSIGNMENT

Employees injured during the course of their employment and who are out on Workers' Compensation may, at the discretion of the District, be called in for an appropriate work assignment. The Union shall be notified before the work assignment begins and may request a meeting to discuss the employee's anticipated work assignment. If the employee's physician and the District's physician disagree on the work assignment, the issue shall be submitted to a mutually agreed upon third doctor. The employee will not be expected to return to work until the opinion of the third doctor is received. The costs of this third doctor shall be paid by the District. Employees shall perform in accordance with the modified work assignment except where the employee's physician and third doctor determine such assignment cannot be performed.

The decision to offer modified duty to an employee injured in the course of his/her employment is within the sole discretion of the District. Employees may be placed in any suitable position (title) covered under this collective bargaining agreement. The District's implementation or failure to implement this provision is not subject to grievance or any other form of review.

XXXIV. SUMMER WORK

- A. The District shall post by no later than May 15 of each school year, a list of available openings for security positions during the summer months in the titles of Security Guard and/or Senior Security Guard, Guard and/or Senior Guard. The posting shall list the position, shift, location and number of work days that are anticipated will be needed.
- B. The District shall consider existing employees for all such positions prior to seeking outside candidates to fill such positions subject to applicable law, rules and regulations. When filling a summer position, the District shall consider the qualifications, experience and prior job performance of the applicants. Determination of qualifications, experience and job performance shall be the sole discretion of the Superintendent of Schools or his/her designee, so long as such determination is not arbitrary.
- C. Full-time employees who work during the summer in one of the available open positions shall be entitled to one (1) paid sick day per month of service to a maximum total of two (2) sick days during such period, which shall not accumulate.

- D. Those members of the unit who work during the summer in one of the available open positions shall be paid at their regular hourly rate for such work.

XXXV. IRS FLEX 125 PLAN

The District shall make an IRS Flex 125 Plan available to all members of the unit. In addition, employees may authorize the District to make permissible payroll deductions for benefits provided by AFLAC and/or Pearl Carroll, as long as such authorization is provided to the District in writing.

XXXVI. LONG TERM DISABILITY

The District shall provide long term disability insurance for members of the unit as set forth below. One hundred (100%) percent of the premium cost of such disability insurance shall be deducted from the unit member's salary.

1. No Pre-existing Condition

- a. Should a unit member experience a serious illness/disability requiring a long term absence, the following shall apply:
 - i) For illnesses or injuries that are not job related, the District shall require the unit member to expend his/her accumulated personal leave/sick days during the disability plan's ninety (90) calendar day waiting period. After the ninety (90) calendar day waiting period, the unit member shall be eligible to receive the monetary disability payments from the plan.
 - ii) For illnesses or injuries that are job related (medical documentation and review required), the District shall not require the unit member to utilize his/her accumulated personal leave/sick days during 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 to receive the monetary disability payments from the plan.

2. Pre-existing Condition

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

- i) For illnesses or injuries that are not job related, the unit member shall utilize all of his/her accumulated personal leave/sick days. Upon exhaustion of such personal leave/sick days, and upon presentation of acceptable medical documentation, the unit member shall thereafter be provided full pay (which shall be defined as one hundred (100%) percent of annual salary at the time the period of absence due to disability commenced) and benefits for a period not to exceed one (1) year from the date the period of absence due to a disability commenced.
- ii) For illnesses or injuries that are job related, the unit member shall file a workers' compensation claim. Illness or injuries that are determined to be job related (medical documentation and review required) shall not require the unit member to utilize accumulated personal leave/sick days for the first ninety (90) calendar days of his/her disability. The District shall pay the unit member's full salary for the ninety (90) calendar day period. Should the disability continue beyond the initial ninety (90) calendar day period, the unit member shall begin to utilize his/her accumulated personal leave/sick days. Upon notification of the financial settlement or payments made to the District based on the worker's compensation claim, the District shall return personal leave/sick days back to the unit member's personal leave/sick day bank at the percentage calculated by the formula established by the District. If the unit member is still unable to return to work due to his/her disability after all accumulated personal leave/sick days have been exhausted, the unit member may apply for a leave with pay and benefits for a period not to exceed one (1) year from the date the period of absence due to disability commenced.

XXXVII. REASONABLE SUSPICION ALCOHOL/DRUG 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. 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.
- E. The decision to test an employee shall be made by the Assistant Superintendent or, in their absence, their designee, in accordance with the standards discussed above.
- F. 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.



XXXVIII. ENTIRE AGREEMENT

This Agreement shall be effective and in full force from July 1, 2016 through June 30, 2020. It is understood that this document constitutes the entire agreement between the parties. No promise, oral or written, has been made by either party to the other to induce entry into this Agreement.

IN WITNESS Whereof the Parties have hereunto set their hands and seal.

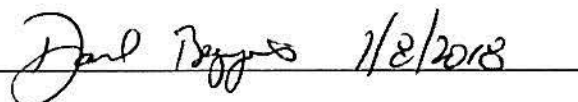
For the Union:

For the District:


 1/8/18

 1/8/18

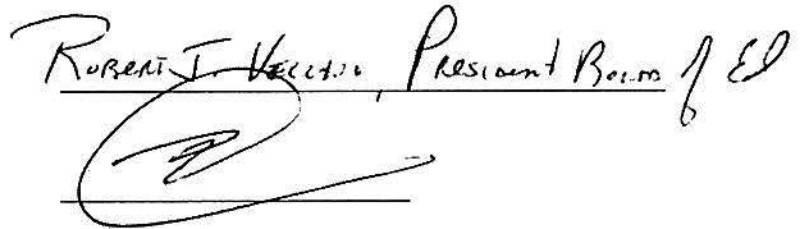
 1/8/2018

Date

Date



1/10/18

ROBERT J. VECCHIO, President Board of ED


APPENDIX A

Guards

Step	2015-16	2016-17	2017-18
1	\$12.10	\$12.10	\$12.10
2	\$13.53	\$13.53	\$13.85
3	\$13.83	\$13.83	\$14.16
4	\$14.23	\$14.23	\$14.57
5	\$14.58	\$14.58	\$14.92
6	\$14.85	\$14.85	\$15.20
7	\$15.00	\$15.00	\$15.35
8	\$16.73	\$16.73	\$17.12
9	\$17.14	\$17.14	\$17.54
10	\$17.57	\$17.57	\$17.98
11	\$18.01	\$18.01	\$18.44
12	\$18.46	\$18.46	\$18.90
13	\$18.88	\$18.88	\$19.33
		19.34	

APPENDIX B



William Floyd Union Free School District
of the MASTICS - MORICHES – SHIRLEY
James Kiernan, Director of Security
631-874-1277

Security Department Evaluation

Name _____ Job Title _____

Report Period:

From: _____
Mo. Year

To: _____
Mo. Year

Post _____ Work Shift _____

Report Date: _____

Work Habits/Appearance:

EXCEL GOOD NEEDS UNSAT.
IMPROV.

1. Has safety of self and others in mind in performance of duty.				
2. Proper use of equipment.				
3. Uses time efficiently.				
4. Demonstrates personal neatness and cleanliness, including vehicles.				
5. Is in proper uniform, i.e.: shirt, pants, jacket, shoes.				
6. Safeguards the required equipment – (radio, flashlight, etc.)				
7. Consistency with work performance.				
8. Refrains from using equipment/vehicles not assigned to them.				

Comments/Recommendations: _____

Quality of WorkEXCEL GOOD NEEDS
IMPROV. UNSAT.

1. Assignments followed through with accuracy.				
2. Extends himself/herself by doing more than what is expected.				
3. Seeks ways to improve the quality of work.				
4. Relays suggestions and/or problem solving solutions to Supervisor.				
5. Accepts additional responsibilities, including working additional hours when needed.				
6. Completes reports timely and accurately.				

ReliabilityEXCEL GOOD NEEDS
IMPROV. UNSAT.

1. Complies with oral/written instructions/directions.				
2. Works well without close supervision.				
3. Assumes responsibility.				
4. Is dependable.				
5. Refrains from frequent absences.				
6. Observes start, leave and break times.				
7. Completes all paperwork.				
8. Completes reports when necessary.				
9. Is on Post on time, and remains on Post				
10. Reports on post/duty prepared with required equipment and in uniform.				

Comments/Recommendations: _____

Cooperation

EXCEL

GOOD

NEEDS
IMPROV.

UNSAT.

1. Ability to work with colleagues.				
2. Ability to take direction from superiors.				
3. Ability to accept constructive criticism, does not repeat undesirable behavior or job performance after such action has been identified.				
4. Ability to respond to students in a courteous and cooperative manner.				
5. Ability to respond to school personnel in a courteous and cooperative manner.				
6. Ability to respond to the public in a courteous and cooperative manner.				

Comments/Recommendations: _____

EXHIBIT A

To: _____, Assistant Superintendent

From: _____, Unit President/Designee

Re: Grievance No: _____

Date: _____

In accordance with Article XXVIII of the collective bargaining agreement between the William Floyd Union Free School District and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, William Floyd Security Employees Unit, Local 870, the employee, _____, has consulted with the CSEA concerning the subject and filing of Grievance Number _____.

Vacancy

Score Sheet

Name	Att	Sen	Eval	Notes

Key: 5=Excellent, 4=Good, 3=Fair, 2=Needs Improvement, 1 =Poor