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Contract Database Metadata Elements

Title: **Bridgehampton Union Free School District and Bridgehampton Union Free School Non-Instructional Unit, CSEA Local 1000, AFSCME, AFL-CIO, Suffolk Educational Local 870 (2013)**

Employer Name: **Bridgehampton Union Free School District**

Union: **Bridgehampton Union Free School Non-Instructional Unit, CSEA, AFSCME, AFL-CIO**

Local: **Suffolk Educational Local 870, 1000**

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AGREEMENT

by and between the

BOARD OF EDUCATION

of the

**BRIDGEHAMPTON UNION
FREE SCHOOL DISTRICT**

and the

CIVIL SERVICE

EMPLOYEES ASSOCIATION, INC

CSEA

BRIDGEHAMPTON SCHOOL UNIT

SUFFOLK EDUCATIONAL LOCAL 870

July 1, 2013 - June 30, 2016

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PREAMBLE

This Agreement is between the Bridgehampton Board of Education and the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO, Bridgehampton School Unit covering the non-instructional employees of the District This Agreement shall be effective July 1, 2013 and shall continue in full force and effect until June 30, 2016.

ARTICLE I: RECOGNITION

By virtue of satisfactory evidence submitted by the CSEA in the form of duly signed designation cards, the District does hereby recognize the CSEA as the sole and exclusive representative for all non-instructional personnel. The period of unchallenged, exclusive representative status for the CSEA shall be the maximum period of time permitted under the Taylor Law. The two (2) secretaries to the Superintendent are excluded from bargaining unit.

ARTICLE II: RIGHTS OF THE CSEA

Section 1: Exclusive Rights

CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiation unit in any and all proceedings under the Public Employees Fair Employment Act, under any other applicable law, rule, regulations, or statutes, under the terms of this Agreement; to designate its own representatives and to appear before any appropriate officials of the District to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and pursue all such objectives by the District or any of its agents. The CSEA shall have the sole and exclusive right to pursue any matter or issue including, but not limited to, the grievances and the appeal procedure in this agreement, and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical, or specialized services.

Section 2: Dues Deduction

The District shall deduct uniformly and consistently from the wages of employees and remit to the CSEA at Albany, New York, regular membership dues and other authorized deductions from those employees who have signed the appropriate payroll deduction permitting such deductions. The District agrees to remit such monies exclusively for the CSEA as the recognized exclusive negotiating agent for the employees in these units.

Section 3: Agency Shop

Any member in the bargaining unit that chooses not to become a member in the CSEA will have agency shop fees deducted from their salaries in the manner provided by Section 208(3) (b) of the Civil Service Law of the State of New York. These fees will be remitted to the CSEA as the recognized exclusive negotiating agent for the employees in these units.

Section 4: Information

Provided an employee has given previous written approval bearing his or her signature, the District shall provide to the CSEA the employee's full name, home address, social security number, item number, job title, work location, insurance deductions and starting date of employment.

ARTICLE III: RIGHTS OF THE EMPLOYEES

Section 1: Discrimination

Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA without fear or coercion, reprisal, or penalty from the CSEA or the District.

Section 2: Union Activities

Employees may join and take an active role in the activities of the CSEA without fear of any kind of reprisals for the District or its agents.

ARTICLE IV: GRIEVANCE AND DISCIPLINARY PROCEDURE

Section 1: Coverage

Except as otherwise set forth in this section, non-instructional employees who have completed twelve months of service with the District shall have protection under Article 5, Section 75 of the Civil Service Law. Employees hired on or after July 1, 2001 shall only be entitled to the protections of Article 5, Section 75 of the Civil Service Law if such individuals are otherwise eligible for such protections in accordance with the terms of that law.

Section 2: Representation

Throughout all stages, the employee must be allowed to have a representative. This may be either an attorney, a CSEA representative, or a person selected by the employee. However, the CSEA will not be liable for any fees incurred by a representative not first approved by the CSEA, Inc.

Section 3: Grievance

All employees of the bargaining unit shall be entitled to use the following procedure in the settlement of grievances.

Step 1: The employee orally and informally confers with his or her immediate supervisor. Grievances which are not initiated at Step 1 within forty-five (45) days of when the employee knew or should have known about the grievance are waived. A grievance shall be defined as any alleged violation of a specific provision of this Agreement.

Step 2: If the grievance is not resolved by the immediate supervisor after the Step 1 conference, the employee should request in writing within 30 days of the Step 1 decision a review of the determination of the immediate supervisor by the Chief School Administrator. The Chief School Administrator shall issue a Step 2 decision within thirty (30) days of receipt of the Step 2 grievance.

Step 3: If the grievance is not resolved by the Chief School Administrator after the second step of the procedure, a written appeal may be made to the Board, within thirty (30) days of the decision of the Chief School Administrator or, if there is no decision from the Chief School Administrator, within thirty (30) days of when such decision should have been issued. The Board will review the appeal at the next regularly scheduled Board meeting, providing time permits for inclusion on the agenda. Otherwise, the grievance will be reviewed at the next meeting of the Board. A decision from the Board will be rendered no later than 60 calendar days from the second step decision.

Step 4: If the grievance is not resolved to the satisfaction of the Association, or if no decision has been rendered within seven (7) days after the presentation of the grievance at Step 3, the Association may submit the grievance to arbitration before an arbitrator mutually selected by the parties. In the event the parties are unable to agree upon the selection of an arbitrator within ten (10) working days, selection shall be conducted through the New York State Public Employment Relations Board. The arbitrator shall hear the matter promptly and issue a decision within thirty (30) days after the close of the hearing. The decision of the arbitrator will be final and binding on both parties. The arbitrator shall have no power or authority to make any decision which is in violation of law, or which modifies, amends or alters the terms of this Agreement. The parties will share equally in the arbitrator's fees.

ARTICLE V: LEAVE ENTITLEMENTS

Section 1: Leave

Bargaining unit employees hired before May 11, 2009 shall receive fifteen (15) sick days per year and bargaining unit employees hired on or after May 11, 2009 shall receive ten (10) sick days per year. Ten (10) month employees shall receive twelve and one-half (12.5) sick leave days if hired before May 11, 2009 and eight and one-quarter (8.25) sick leave days if hired on or after May 11, 2009. All unit members may accumulate up to a total of 225 days.

A. Sick Leave Buy back - Employees who have accumulated between 50 and 80 sick days have the option of purchasing back up to 30 days from the District at the rate of two-for-one. Employees who have accumulated more than 80 sick days may purchase back up to 15 additional days at the rate of two-for-one. Buy back of sick leave pursuant to this provision shall occur on or about June 30th, and employees shall be required to provide notice of their intent to buy back sick days no later than April 1st of that year. The Superintendent may approve in his/her non-grievable discretion, a request to buy back sick days after April 1st due to an emergency.

B. On-the-Job-Injuries - Employees who suffer an on-the-job injury shall be permitted to utilize unused accumulated sick leave for any necessary absence, and upon receiving compensation pursuant to workers compensation, the employee's sick leave will be credited with a proportionate amount.

C. Sick Bank -The District recognizes the establishment of a Sick Bank for the purpose of providing unit members stricken with catastrophic illness or accidents with the extension of needed sick leave after they have exhausted all of their accumulated leave. A committee made up of one member of the CSEA unit and one individual designated by the District shall meet and review any requests for leave from the Sick Bank. The committee shall make a recommendation to the Board of Education who shall then decide if the requested leave shall be granted.

D. Leave of Absence - A unit member may apply in writing for a leave of absence without pay for up to one year. Said applications are subject to approval by the Board of Education.

E. Health Screening Leave: Consistent with applicable law, employees shall receive up to four (4) hours paid leave per year for the purpose of breast cancer and prostate cancer screenings. Such leave shall not be deducted from the employee's leave accruals.

F. Wellness Incentive: Employees who do not utilize any sick days during a school year shall receive a wellness incentive bonus of \$250.00 payable in the first pay period which pertains to work performed in the following school year. Employees who use one (1) sick day in a school year shall receive a wellness incentive bonus of \$125.00 at that time.

Section 2: Vacation Leave

Clerical, custodial and technology employees of the bargaining unit hired prior to July 1, 2006 will be entitled to the following vacation for a school calendar year:

<u>Length of Service</u>	<u>Number of Days</u>
6 through 12 months	9 days
1 through 10 years	16 days
11 through 20 years	22 days
More than 20 years	29 days

Clerical, custodial and technology employees of the bargaining unit hired on or after July 1, 2006 will be entitled to the following vacation for a school calendar year:

<u>Length of Service</u>	<u>Number of Days</u>
6 months through 5 years	8 days
More than 5 years	16 days

For purposes of this provision, length of service will be measured as of July 1st.

- A. Prior approval must be given by the Chief School Administrator before utilizing vacation leave.
- B. The District will notify all bargaining unit employees at least 60-days in advance of the number of vacation days standing to their credit prior to the end of the District's fiscal year. The District will also notify the employee that without the approval of the superintendent, the employee may lose the vacation entitlements to their credit if they do not utilize them by the end of the fiscal year.
- C. In no case will a bargaining unit member lose vacation time to their credit if they are denied the opportunity to use the days within the fiscal year.
- D. Ten (10) month employees shall not be entitled to vacation.

Section 3: Holidays

The District recognizes the following paid holidays for bargaining unit employees:

A. Custodial Staff:

Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day
New Year's Eve	New Year's Day
President's Day	Memorial Day
Martin Luther King Day	

If a holiday falls on a Saturday, the employees shall receive the prior Friday off. If a holiday falls on a Sunday, the employees shall receive the following Monday off.

In addition, one Floating Holiday that may be used on any day that school is not in session.

There are a total of 14 holidays. If a holiday falls on an employee's regular day off, the employee will take the holiday as per the scheduled observance by the school calendar year. In no case will there be less than 14 holidays per year. Unit members required to work on a holiday will receive their regular pay at time-and-one half and one extra day's pay at regular time.

B. Clerical Staff:

Clerical staff shall work and receive holidays as indicated by the school calendar year and shall work ten (10) additional days. Unit members required to work on a holiday will receive their regular pay at time-and-one half and one extra day's pay at regular time.

C. Compensatory Time

Employees working additional time over the standard workweek shall have the option of receiving overtime compensation at time and one-half or compensatory time at time and one-half. Employees who have elected compensatory time shall obtain the Superintendent's approval prior to utilizing such compensatory time. Employees who earn compensatory time during any school year, but who do not utilize such compensatory time prior to June 30th shall have such time converted to its equivalent in pay at the hourly rate for the year in which it was earned, and paid by the District.

D. Ten Month Employees

Ten (10) month employees shall be entitled to paid holidays which occur from September through June.

Section 4: Personal Leave

Two non-accumulative personal days per year will be allowed for each bargaining unit employee. Unused personal days shall be accumulated as sick leave. Personal days are subject to the superintendent's approval as far in advance as possible. This provision shall apply to ten month and twelve month employees.

Section 5: Bereavement Leave

During the term of this agreement, each employee in the bargaining unit, for each occurrence, will be entitled to bereavement leave, without loss of pay or benefits as follows:

A. Five (5) consecutive school days will be granted in the event of a death in one's immediate family;

B. For purposes of this section, "immediate family" shall be wife, husband, son, daughter, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and stepchildren.

This provision shall apply to ten month and twelve month employees.

Section 6: Jury Duty Leave

An employee who serves on jury duty shall receive his/her regular pay for all time spent on jury duty. Payment received from jury duty, excluding reimbursement for travel expenses, will be turned over to the District. This provision shall apply to ten month and twelve month employees.

ARTICLE VI: WAGES AND HOURS OF WORK

Section 1: Hours of Work

The regular hours of work will be as follows:

A. Clerical/Technology

7:00-3:00 (1 hour lunch)
7:30-3:30 (1 hour lunch)
8:00-4:00 (1 hour lunch)

With the approval of the District, clerical/technology employees may work summer hours including:

7:30 a.m. - 1:00 p.m.
8:30 a.m. - 2:00 p.m.
9:30 a.m. - 3:00 p.m.

The tour of duties for clerical employees will be determined by seniority with the District.

B. Custodial - Shifts for custodial employees shall be as follows:

6:00 a.m. - 2:00 p.m. (1 hour lunch)
7:00 a.m. - 3:00 p.m. (1 hour lunch)
9:00 a.m. - 5:00 p.m. (1 hour lunch)
2:00 p.m. - 10:00 p.m. (1 hour dinner)
11:00 p.m. - 7:00 a.m. (1 hour meal)
3:00 p.m. - 8:00 p.m.

C. School Teacher Aides - 7:30 a.m. - 3:30 p.m. with a one (1) hour lunch period. The schedule for teacher aides may be modified if the teacher day is modified.

D. Community Liaison/Neighborhood Aide - 11:00 a.m. - 7:00 p.m., or as adjusted by the Superintendent of Schools. (1 hour meal break).

E. Ten (10) Month Food Service Workers: Ten (10) month food service workers shall work an eight (8) hour day, inclusive of a one (1) hour lunch.

Should the District wish to create additional shifts, unit members hired prior to July 1, 2001 will be permitted to volunteer for such shifts, but may not be required by the District to work such additional shifts.

Section 2: Overtime

A. Overtime compensation will be paid at the rate of time-and-one half the normal rate of pay. Overtime is considered all work beyond the normal work week.

B. Work performed on Sunday will be paid as double-time.

C. Work performed on holidays will be paid in accordance with the holiday section of this agreement.

D. Work for ten (10) month food service workers which occurs during the months of July or August shall be paid on an straight time hourly basis.

Section 3: Emergency/Recall

A minimum period of one (1) hour for all emergency calls or for added work at time-and-one half the normal rate of pay, exclusive of overtime.

Section 4: Out of Title Pay:

Bargaining unit employees will be entitled to out-of-title pay after working at the higher title as follows:

- (i) three (3) consecutive work days for reasons other than vacation coverage;
- (ii) five (5) consecutive work days for vacation coverage (or four (4) consecutive work days when the parties have agreed to a four (4) day per week summer schedule); or
- (iii) after ten (10) cumulative work days over the course of one (1) contract year.

The temporary appointment to the higher title must be approved by the District.

Section 5: Entry Level Salaries

If the District hires a new employee at a higher rate of pay than current employees in the same job title, all current employees will be brought up to the same rate of pay as the new employee.

Section 6: Inclement Weather

If school is cancelled due to inclement weather, custodians are expected to report for work at the normal time or as early as practicable. Removal of snow from sidewalks shall be the responsibility of the custodial staff. To the extent the District closes school as an additional holiday due to an unused inclement weather day, twelve month unit members shall be entitled to such day as paid holiday.

Section 7: Commencement

Custodial personnel may be required to work up to four (4) hours on the day prior to Commencement and on Commencement Day. Payment shall be in accordance with the overtime provision.

Section 8: Shift Differential

A District employee who works beyond 6 p.m. and/or before 6 a.m. shall be compensated at an additional \$1.15 per hour for each hour within the shift differential range.

Section 9: Wage Adjustments

Wage adjustments for the three year term of this Agreement shall be as follows:

2013-14: 1.5%.

2014-15: 1.5%.

2015-16: 1.5%.

ARTICLE VII: INSURANCE

Section 1: Health Insurance

The District will provide ten month and twelve month bargaining unit employees the Empire Core Enhancement individual or family plan, as applicable, in accordance with this Article:

Bargaining unit employees hired prior to May 1, 2009:

Commencing July 1, 2008, employees with an annual base salary of \$60,000 or more (not including longevity or overtime payments) shall contribute ten (10%) percent of the individual or family premiums, as applicable.

Commencing July 1, 2008, employees with an annual base salary of less than \$60,000 (not including longevity or overtime payments) shall contribute five (5%) percent of the individual or family premiums, as applicable.

Commencing July 1, 2010, employees with an annual base salary of \$60,000 or more (not including longevity or overtime payments) shall contribute eleven (11%) percent of the individual or family premiums, as applicable.

Commencing July 1, 2010, employees with an annual base salary of less than \$60,000 (not including longevity or overtime payments) shall contribute six (6%) percent of the individual or family premiums, as applicable.

Bargaining unit employees hired on or after May 1, 2009:

Employees with an annual base salary of \$60,000 or more (not including longevity or overtime payments) shall contribute fifteen (15%) percent of the individual or family premiums, as applicable.

Employees with an annual base salary of less than \$60,000 shall contribute eight (8%) percent of the individual or family premiums, as applicable.

The District has the right to change insurance carriers provided that the benefits remain substantially the same between the current health insurance carrier and the proposed new health insurance carrier.

Prior to changing carriers, the District will notify the Union of its intent to change health insurance carriers. The District will provide the Union with the proposed benefit package of the alternate carrier and the Union will have no less than 30-days upon receipt of proposed benefit package to the CSEA, Inc., representative to review the proposals and submit suggestions.

If there is a dispute concerning "substantially the same benefits", both the District and the Union agree to submit the dispute as per the negotiated grievance procedure. There will be no change in the benefit plan until a decision is rendered by the grievance panel. This decision will be final and binding on the District and the Union regarding this Article.

The District shall contribute 50% toward individual and 35% toward family in accordance with the minimum contributions as applicable to the Empire Plan for employees working .5 FTE, and the District's contribution toward individual and family health insurance for part-time employees working more than .5 FTE shall be increased beyond 50% in proportion to the extent the employee exceeds .5 FTE, up to the maximum of the District's contribution for full-time employees.

Section 2: Health Insurance Buyback

Ten month and twelve month employees who opt for "no coverage" will be reimbursed fifty (50) percent of what the health insurance would have cost the District. Notwithstanding the above, pursuant to NYSHIP Employee Benefits Division Policy Memorandum 122r2, no opt out pursuant to this paragraph will be valid if, as a result, the employee is a dependent on a spouse's NYSHIP plan. Any employee who is to receive an opt out in the 2013-14 school, but is a dependent on a spouse's NYSHIP plan, shall only receive the half of the opt out payment and shall be eligible to return to coverage through the District effective January 1, 2014. In the event Memorandum 122r2 is rescinded or invalidated, the opt out provisions set forth in the previous paragraph shall apply as written.

Section 3: Dental Insurance

The District will provide to all ten month and twelve month bargaining unit employees the CSEA Employee Benefit Fund Equinox Dental Plan for individual or family at no cost to the employee.

Section 4: Optical Insurance

The District will provide to all ten month and twelve month bargaining unit employees the CSEA Employee Benefit Fund Gold-12 Plan for individual or family at no cost to the employee.

ARTICLE VIII: RETIREMENT AND SEVERANCE BENEFIT

Section 1: Retirement

The District will enroll all bargaining unit employees in the non-contributory plan Section 75-E: member no longer required to make any contributions for purchase of annuity. All members, regardless of previous individual election, are eligible for retirement allowance at age 65. Any contributions made by the employee will provide annuity in addition to pension paid by employer. Employees hired after July 1, 1976, shall be covered by the Tier 111 plan as per New York State law. Employees hired after July 1, 1986, shall be covered by the Tier IV plan as per New York State law.

Employees hired prior to July 1, 2006, who notify the District of their intent to retire and who have been employed for at least twenty (20) years of continuous service to the District shall be granted the following benefits.

- A. The negotiated health benefits during the employee's retirement at no cost to the employee, and;
- B. Payment for thirty-five (35) percent of all accumulated sick leave up to a maximum of 78 days.

Employees hired prior to July 1, 2006, who notify the District of their intent to retire and who have been employed for at least fifteen (15) years of continuous service to the District shall be granted the following benefits.

- A. The negotiated health benefits during the employee's retirement with the employee contributing the same percentage toward premiums in retirement as were applicable to the employee at the time of retirement; and
- B. Payment for thirty-five (35) percent of all accumulated sick leave up to a maximum seventy-eight (78) days.

Employees hired prior to July 1, 2006, who retire with less than fifteen (15) years of continuous service to the District, and all employees hired on or after July 1, 2006, who retire from the District shall be entitled to health insurance in retirement with the District contributing to statutory minimum contribution.

Section 2: Survivor's Benefit

In the event of the death of an employee, the employee's estate or other beneficiary as designated by the employee in writing to the District by the employee shall be compensated for the full cash value of all unused vacation days, personal days, holidays, accrued overtime, accrued compensatory time, and accrued sick time standing to the credit of the employee at the time of his/her death.

ARTICLE IX: LONGEVITY

Section 1: Longevity Entitlements

Longevity increments shall be paid to all ten month and twelve month employees by separate check based on the following schedule:

<u>Years of Service</u>	<u>Amount</u>
8 to and including 19	\$1,000.00
20 to and including 24	\$1,250.00
25 to and including 29	\$1,500.00
30 to and including 34	\$1,750.00
35 to and each year thereafter	\$2,000.00

ARTICLE X: MISCELLANEOUS

Section 1: Messenger Service

Bargaining unit employees will not be utilized for messenger service, except for the current mail service duty.

Section 2: Mail Service

The Head Custodian shall pick up and deliver mail and the District shall provide a vehicle for that purpose.

Section 3: Mail Service Substitute

In the event that the head custodian is not available to perform the mail service duty the bargaining unit member performing the task will be entitled to compensation for performing the same.

Section 4: Use of Private Vehicles

Use of an employee's private vehicle by the District for other than mail run business, the employee will be compensated at the current IRS set rates.

Section 5: Tuition Reimbursement

The District will reimburse employees 100% for approved courses upon completion of course. Employees must have approval for the course prior to submitting for reimbursement. Employees will be reimbursed within 30-days after submitting to the District proof of their final passing grade or grades. Approval of courses for tuition reimbursement purposes is subject to the absolute discretion of the Superintendent of Schools.

Section 6: Seniority

Seniority shall be defined as the length of actual service to the District. Promotions shall be based on qualifications, abilities and seniority. Where qualifications and abilities are equal, seniority will be the determining factor.

Section 7: Activity Fund

There shall be an annual stipend of \$1500 to the unit member who is responsible for the District's Activity Fund. This responsibility shall be first offered to CSEA unit members before being given to non-unit members. At any time a non-unit member ceases the Activity Fund it will again be offered first to CSEA members.

ARTICLE XI: REDUCTION-IN-FORCE

In the case of a reduction-in-force due to a lack of work or other economic reasons, the layoff will be in accordance with Section 80, 80(a), and 81 of the New York State Civil Service Law and shall apply to all competitive, non-competitive, and labor class employees. The District agrees that all Manpower, JIPA, temporary casual, per diem, provisional, and probationary employees holding the same title or doing the same job duties as a permanent employee whose title has been eliminated shall be terminated before a permanent employee is put on layoff.

ARTICLE XII: 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 providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XIII: NO STRIKE PLEDGE

The CSEA does hereby affirm that it does not assert the right to strike against any government nor assist nor participate in any such strike, nor to impose an Obligation to conduct, assist, nor participate in such a strike.

ARTICLE XIV: TAX SHELTERED ANNUITY/LIFE INSURANCE


In July of each year the District shall contribute \$1,000 to each ten month and twelve month employee which the employee may elect to receive in cash, as a contribution toward a tax sheltered annuity, or as a contribution toward the East End's Financial Group Enhanced Coverage Option Life Insurance Policy, or any combination thereof.

ARTICLE XV: EVALUATIONS

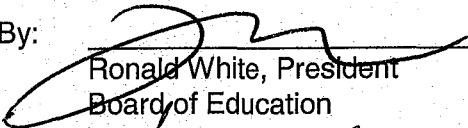
Performance evaluations will be conducted for each employee no less than once per year by the employee's immediate supervisor.

IN WITNESS WHEREOF the parties have set their hands and seals this 20th day of March, 2014.

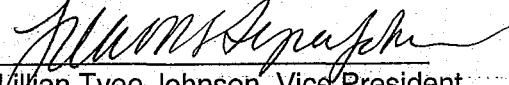
Dated: 3/20/14

BRIDGEHAMPTON UNION FREE
SCHOOL DISTRICT
By: 
Dr. Lois Favre
Superintendent of Schools

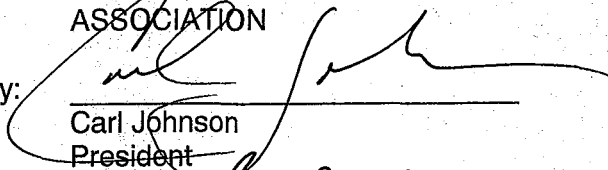
Dated: 3/26/14

By: 
Ronald White, President
Board of Education

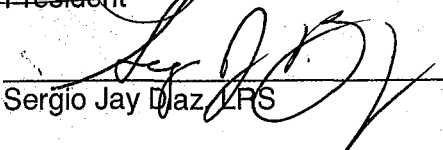
Dated: 3/26/14

By: 
Lillian Tyee-Johnson, Vice President
Board of Education

Dated: 3/18/14

CIVIL SERVICE EMPLOYEES
ASSOCIATION
By: 
Carl Johnson
President

Dated: 3/18/14

By: 
Sergio Jay Diaz, LRS