

**AGREEMENT**

*by and between the*

**RIVERHEAD CENTRAL  
SCHOOL DISTRICT**

*and the*

**CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC.  
Local 1000, AFSCME, AFL-CIO**

**CSEA**

**RIVERHEAD SCHOOL TEACHER AIDES UNIT  
SUFFOLK COUNTY EDUCATIONAL LOCAL 870**

***July 1, 2021 - June 30, 2025***

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## PREAMBLE

This agreement is the result of collective negotiations between the **BOARD OF EDUCATION, RIVERHEAD CENTRAL SCHOOL DISTRICT, Riverhead, Suffolk County, New York**, hereinafter called "Board" and the **CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO, the certified union by the RIVERHEAD SCHOOL TEACHERS AIDES UNIT OF THE SUFFOLK EDUCATIONAL LOCAL 870**, hereafter called "Unit," which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law). The provisions of this Agreement supersede all conflicting policies and directives of the Board and may be changed only through the mutual agreement of the Board and the Unit.

## ARTICLE I: RECOGNITION AND DESIGNATION

The Board of Education recognizes the CSEA, Inc., Local 1000, AFSCME, AFL-CIO, the certified union by the Riverhead School Teachers Aides Unit of the Suffolk Educational Local 870, as the exclusive bargaining representative of all School Teacher Aides for the maximum period permitted pursuant to the provisions of the Civil Service Law of the State of New York. The members of this Unit shall be designated "School Teacher Aides," "Special Education Aides" and "Computer Lab Aides." The specific duties of the members of this Unit will be established by the various building Principals of the School District in conformity with Civil Service Law and Regulations.

The District shall deduct from the wages of the employees and remit at the end of each month to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and other authorized deductions for those employees who have signed

dues deduction authorization cards. Employees who wish to withdraw their authorization for dues deduction must do so in writing to CSEA.

The President of the CSEA will be provided, in writing, within five (5) days following Board appointment the name and employment status of new members of the bargaining unit.

**ARTICLE II: DURATION**

The term of this Agreement shall be four (4) years commencing on July 1, 2021 and terminating June 30, 2025.

**ARTICLE III: SALARY**

The salary schedule reflects an annual salary based on an hourly rate. For the 2021-2025 school years the annual salary reflects 183 working days for each year of the contract. Unit members shall have the option of selecting their bi-weekly salary payments over a ten or twelve month pay period.

Year 1 (2021/22): Effective September 1, 2021 unit members on the Bronze Level shall be paid at the rate of \$16.75 per hour; and unit members on the Platinum Level shall be paid at the rate of \$23.00 per hour.

Year 2 (2022/23): Wages shall be increased by 2%.

Year 3 (2023/24): Wages shall be increased by 2%.

Year 4 (2024/25): Wages shall be increased by 2%.

Unit members shall advance to the Platinum Level after being on the Bronze Level for 8 years from date of permanent hire. Accordingly, movement shall occur on the first day of the fiscal year at the start of the ninth year.

The salary adjustments set forth herein are summarized in the following chart.

<u>183 days</u>		<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
	<u>Bronze</u>	<u>\$16.75</u>	<u>\$17.09</u>	<u>\$17.43</u>	<u>\$17.78</u>
	<u>Platinum</u>	<u>\$23.00</u>	<u>\$23.46</u>	<u>\$23.93</u>	<u>\$24.41</u>

#### **ARTICLE IV: BENEFITS**

Members of this Unit will be afforded the following benefits (School Teacher Aides hired on July 1, 1988 and thereafter working less than 25 hours per week are, however, excluded from the receipt of any and all benefits under the terms of this Agreement):

a) Membership in New York State Employees Retirement System, Plan 75-C. Effective July, 1984, employees will have the benefit of Section 41J of the Retirement Plan. The District will, provide annually, on or before January 1, to those employees who have retired since July 1, 1981 remuneration equivalent to the entitlement said retirees would have under the terms of §41J of the N.Y.S. Employees Retirement System Plan 75-C as of June 30, 1986. Effective January 11, 1995 §75-i benefits will be provided those unit members who qualify for the retirement program. In retirement the District shall contribute fifty (50%) percent toward the cost of individual coverage and thirty-five (35%) percent toward the cost of family coverage.

b) Social Security (FICA) and Medicare.

c) The Board shall pay 95% of the existing premium of the family and individual health insurance plan for the current employees represented by this Unit.

The Board shall pay 80% of the existing premium of the family and individual health insurance plan for employees represented by this Unit who are hired after June 30, 1988.

The District will provide a vision care program containing equivalent or better benefits than the East End Health Plan Group Vision Care Expense Program.

d) Any unit member wishing to waive the right to be covered by health insurance and relieve the District of any obligation for paying premiums on the unit member's behalf may notify the Business Office of same each year of the contract. A unit member making

this health insurance election will receive the sum of \$2,500.00 if family coverage is waived and \$1,250.00 if individual coverage is waived if the employee's election occurs during the fiscal year the sum, as applicable, will be pro-rated. These payments shall be paid out over the course of the school year in unit members bi-weekly pay checks. In order to receive health insurance opt out payments, unit members must demonstrate that they have available health insurance coverage.

e) The District's Business Office will provide for a payroll deduction to those members authorizing said deduction for the purpose of the funding of one group optical and one group dental insurance plan (or one unified optical/dental insurance plan). The District's obligation will be limited solely to providing for the payroll deduction.

f) The District shall provide the Individual Employee CSEA Equinox Dental Plan to all employees fully paid by the District.

g) Unpaid Leave. Employees may apply to the Board of Education at any time for an unpaid leave of absence up to one year. The Board of Education in its sole discretion may grant or deny such application and if granted in whole or in part, the employee will suffer no loss of seniority upon returning to work. The employee may continue for the period of leave any insurance covered by this Agreement by making total payment of the year's premium in a manner designated by the Superintendent of Schools subject to insurance carrier acceptance.

h) Sick Leave Bank:

1. The parties agree that a sick bank will be established by voluntary contributions of one day from each unit member who wishes to participate. If the sick bank drops below five days, another day will be assessed.

2. The sick bank will be set aside for participating unit members who have exhausted their accumulated days, are not eligible for disability insurance, and have been certified by a physician as unable to work and who have contributed to the current bank when able. A unit member must be employed by the School District for a minimum of 90 calendar days before he/she becomes eligible to apply for the sick bank. The sick bank is to be utilized for those who have suffered an incapacitating illness or accident in excess of 21 calendar days. Periodic verification of the continued illness or disability may be required from the unit member's physician.
3. Unit member authorization shall be in writing on forms supplied by the Association and must be on file by November 1<sup>st</sup> of any school year to be effective for that year. These forms will remain in effect until revoked by the unit member by November 1<sup>st</sup> of each year.
4. A unit member or unit member's agent wishing to use the sick bank shall apply in writing to the Association President and provide a medical certificate at that time. The President will present the application to a review committee consisting of two representatives of the Association and two representatives of the Board.
5. If approved, an eligible unit member may draw up to a maximum of sixty (60) days from the bank in any three-year period. Under extenuating circumstances, a unit member may petition the committee for additional days.
6. The committee will award the days provided the criteria have been met. The committee will have the right to request a second opinion and examination from another physician of the committee's choice. When an application is denied, reasons for such denial shall be stated in writing to the applicant.
7. Unit members who are retiring from the District and have unused sick days after the salary adjustment for retirement may contribute ten percent (10%) of those days to the sick bank.
  - i) The President of the Unit or his/her designee within the executive board will be entitled to receive a maximum of ten (10) paid conference leave days per year for the purpose of attending conference meetings related to his/her duties as President.
  - j) Unit members shall be compensated in the amount of \$300 for any full school year in which he/she does not utilize any sick or personal time.

k) The District shall create a Flexible Benefit Plan providing for an annual contribution rate of \$100 per full time employee. Effective January 1, 2022 the annual contribution rate shall increase to \$200.

**ARTICLE V: LEAVES**

a) Leave will be granted at the rate of one (1) day for each month worked during the school year in addition to four (4) days granted at the start of each school year. Such days may be used for personal illness, personal days and religious observance (no more than three (3) in any school year) and for sickness in the family (no more than five (5) in any school year). Teacher Aides who work in the summer program will receive an additional sick day, which will not accumulate if it is unused. Unused leave may be accumulated to a maximum of 180 days; each unit member shall be notified by October 1 of the amount of unused sick days accumulated by the unit member. Personal days may be used only for emergency or other urgent personal business or family obligations which cannot be transacted out of school hours. Family, for the purpose of this Agreement, is defined as follows: spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, and grandchildren.

In cases where there is a demonstrable pattern of single and multiple days of absence and where the building Principal has reasonable basis for believing that the Teacher Aide, by his/her absence is in violation of this Agreement, it shall be the right of the building Principal to request an explanation by the employee of his/her absence and such additional evidence as the employee may reasonably expect to provide to substantiate the reason for his/her absence. Refusal by the employee to explain his/her absence and/or to provide reasonable documentation to substantiate his/her explanation may be considered a



violation of this Agreement and may be considered a reasonable basis for loss of compensation for the day(s) in question.

b) An employee shall be entitled to up to five (5) days of bereavement leave for a death in his/her immediate family. For purposes of this Agreement, the immediate family shall be defined as spouse, domestic partner, child, mother, father, step-parents, grandparents, grandchildren, brothers, sisters, mother-in-law and father-in-law. The bereavement leave shall not be deducted from cumulative days nor shall they accumulate.

#### **ARTICLE VI: COBRA**

As per requirement of 99-00 of Public Law 99-272, employees and their families are provided the opportunity for a temporary extension of health coverage, at the individual's expense, where coverage under the plan would otherwise end. COBRA is effective January 1, 1989. Details are available from the District Business Office.

#### **ARTICLE VII: DEDUCTIONS**

All compensation shall be paid through direct deposit.

The Board agrees to deduct from the salaries of its employees, membership dues; subject to the terms of Article 1 herein. Life, sickness and accident insurance deductions will be made from the salaries of employees who individually authorize the Board to deduct and to transmit money to CSEA, Inc. Employee authorization shall be in writing to the Board on a form approved by the Board, and shall continue until such employee notifies the Board, in writing, to discontinue same. CSEA, Inc. assumes full responsibility for the funds so deducted and transmitted to it.

### **ARTICLE VIII: PROTECTION OF UNIT MEMBERS**

a) If a School Teacher Aide is assaulted in connection with the performance of school-related duties the school Principal will be given a written notice of the fact. The Principal shall transmit such notice to the Superintendent who will notify the Board. The Board, the Superintendent and building Principal shall comply with any request from such Teacher Aide or representative for information in their possession relating to the incident and will otherwise cooperate with the Teacher Aide in the event of a civil or criminal proceeding.

b) The Teacher Aide so assaulted may request to be examined by a physician after the incident at the expense of the District.

c) The Board agrees to save harmless and protect Teacher Aides from financial loss and will provide for their defense arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or about the school building or any other area providing such Teacher Aide at the time of the accident was acting in the performance of school-related duties.

d) Whenever a Teacher Aide is absent from employment and unable to perform normal duties as a result of personal injury occurring in the performance of such duties, the Teacher Aide will be paid the full salary for the period of this absence, not to exceed ninety (90) calendar days, but less the salary payment of Workers' Compensation for said injury. No part of such absence will be charged accumulative leave. The Board may request a reasonable physical examination, at its expense, by a doctor selected by the District and approved by the Workers' Compensation Board.

e) The Board will provide unit members with reimbursement for the cost of replacing or repairing such items as dentures, eyeglasses, clothing, cell phones and personal effects not covered by workers compensation that are destroyed, damaged or lost as long as it was not caused by the negligence or intentional conduct of the teacher aide. The Board will provide Teacher Aides with reimbursement for the cost of replacing or repairing such items as dentures, eye glasses, clothing and personal effects not covered by Workers' Compensation that are destroyed, damaged, or lost as a result of an assault in connection with the performance of duties.

f) If criminal or civil proceedings are brought against the Teacher Aide in connection with the performance of school-related duties, the Board will provide either legal counsel or defend the Teacher Aide in such proceedings or pay for the Teacher Aide's counsel at a rate not to exceed the normal fee of the Board's attorney.

g) The District will cover the cost of the deductible of the Personal Insurance Policy covering any Teacher Aide's property damaged by vandalism while in the performance of the Teacher Aide's duties up to a maximum of \$200 per claim and \$4,000 per year for all claims payable in June of each year.

#### **ARTICLE IX: LONGEVITY**

Unit members who have functioned as a unit member in the the Riverhead Central School District for five (5) years will receive a longevity increment of \$500 payable in June and per annum after that; said increment to be deemed to have accrued following the completion of the unit member's fifth year of service. Such payment shall increase to \$1,125 after ten (10) years, to \$1,375 after fifteen (15) years, to \$1,575 after twenty (20) years, to \$1,850 after twenty-five (25) years, and to \$2,250 after thirty (30) years. These

payments shall be incorporated into unit member's annual salary payments. Beginning in the 2016-2017 school year and thereafter, longevity payments for members of the Unit shall be made in one lump sum at the last payroll of the year for 10 month employees. In instances when a member of the Unit should separate from the District mid-year, a prorated longevity payment shall be made within one month of the employee's separation from the District. Such proration shall be calculated on the basis of a 183 day work year.

#### **ARTICLE X: GRIEVANCE PROCEDURE**

Preamble: The parties declare to be their objective to encourage fair and prompt resolution of complaints as they arise and to provide for orderly procedures for the satisfactory adjustment of complaints.

1. First Stage: The employee, orally or informally, confers with his or her immediate superior. Immediate superior, for the purposes of this contract, is defined as the Building Principal. All grievances must be initiated in writing within thirty (30) days of the event or action complained of and/or asserted to be in violation of the contract. The decision of the immediate superior shall be sent in writing to the grievant within ten (10) working days of the conference.

2. Second Stage: If the grievance is not resolved by the immediate superior the employee, within ten (10) days of such adverse determination, may request, in writing, a review of the determination of the immediate superior by the Superintendent of Schools or Assistant Superintendent. The Superintendent of Schools or Assistant Superintendent shall confer with the grievant within ten (10) working days of receipt of the written grievance.

3. Third Stage: If the grievance is not resolved at the second stage of the grievance procedure an appeal may be made to the Board of Education, in writing, which will be considered by the Board at its next regularly scheduled meeting. The Board of Education shall provide its decision on the grievance form and return said form to the grievant within ten (10) working days of its meeting.

4. If not satisfied with the disposition of the grievance at Step Three the aggrieved person may submit the grievance to arbitration by written notice to the Board within twenty (20) school days of the decision at Step Three.

Within five (5) school days after such written notice of submission to arbitration the Board and the School Teacher Aide or grievance committee will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The selected arbitrator will hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth finding of fact, reasoning and conclusion of the issue.

The arbitrator shall have no power or authority to make any decision which requires the commission of any act prohibited by law or which is a violation of this Agreement.

The decision of the arbitrator shall be final and binding upon all parties.

The cost for the services of the arbitrator including expenses, if any, will be borne equally by the Board and the aggrieved (Unit).

a) A grievance may be withdrawn at any step without prejudice or record.

b) Copies of all written decision on grievance shall be sent to all parties involved.

General:

1. The employee shall be entitled to have a representative at any stage of the grievance procedure.

2. A grievance is defined as a violation of any term of this agreement.

**ARTICLE XI: SENIORITY, LAYOFFS AND JOB OPENINGS**

a) Layoffs: Employees not otherwise covered by layoff provision appearing in the Civil Service Law, shall be covered by the following procedure:

In the event of a layoff, affected employees shall be laid off in the inverse order of seniority among able employees so involved. Upon layoffs, employees shall be placed on a preferred list for a period of two (2) years. Laid-off employees shall have the right to re-call (from the preferred list) to all available vacancies in the reverse order of the layoff. Any employee who has been laid-off and reinstated or re-appointed within two (2) years shall be deemed to have continuous service. After the two (2) year period, the

obligation of the Board of Education to reinstate or re-appoint shall be terminated. Employees subject to re-call pursuant to this article shall be so notified, by the District, by letter sent certified mail, return receipt requested, to the last address given to the Personnel Office by the employee. In the event that the employee fails to advise the Personnel Office of his/her decision to return to work (within ten (10) calendar days of the mailing of said letter) the employee shall be deemed to have waived any further employment rights in the District. All per-diem, temporary, probationary and provisional employees will be terminated before the position of any permanent (Board appointed) employees abolished.

b) Job Openings: All job openings and vacancies, and qualifications for such positions, shall be posted in all school buildings, and in addition to required qualification, seniority shall be the determining factor for job placement where all of the factors, as determined by the District in its discretion, are equal.

c) Seniority: Seniority shall be measured by the date of permanent appointment and by the length of continuous, uninterrupted employment in the District.

#### **ARTICLE XII: PAYMENT FOR UNUSED SICK DAYS**

Employees retiring from the District with at least ten (10) years of continuous service in the District under the New York State Retirement Plan, shall receive the following benefits. If they have accumulated at least fifty (50) unused sick days, they shall receive a cash payment based on fifty (50%) percent of accumulated days (maximum fifty (50%) per cent of one hundred eighty (180) days) at the rate of pay in effect at that time. That percentage shall increase as follows:

- After 10 years of continuous service – 50%
- After 15 years of continuous service – 55%

- After 20 years of continuous service – 60%
- After 25 years of continuous service – 65%
- After 30 years of continuous service – 70%

**ARTICLE XIII: MISCELLANEOUS**

a) Upon request, an employee shall be permitted to examine his or her official employment personnel file.

b) The District agrees to provide copies of the employment Agreement to all employees in the Unit.

c) Employees of this Unit who are requested to perform extra hourly work shall be compensated at the hourly rate of pay for which they are currently being paid as School Teacher Aides.

d) Employees who are called in for evening duty or other such curricular duties shall have the option of being paid additionally for such work or taking compensatory time. The additional time in excess of forty (40) hours will be paid at the rate of time and one-half.

e) The anniversary date for Unit members is to be established uniformly as of September 1<sup>st</sup>.

f) It is recognized by the parties that a Board of Education policy exists on the matter of mileage reimbursement; that School Teacher Aides who travel between buildings shall be reimbursed pursuant to said Board policy; said policy, however, being subject to modification or deletion by the Board of Education during the term of this Agreement.

g) It is recognized by the parties that a Board of Education policy exists on



the matter of maternity/childcare leave; that the provisions of said policy shall be offered to School Teacher Aides; the provisions of said policy, however, being subject to modification or deletion by the Board of Education during the term of this Agreement.

h) Unit members will be entitled to a daily lunch period of one-half (1/2) hour.

i) A labor-management committee shall be established comprised of two CSEA members appointed by the Unit President and two members appointed by the Superintendent of Schools. The committee shall meet upon request of either party no more than one meeting per month.

j) The school calendar for each school year will be established by the Board of Education; the Board of Education will, however, permit non-binding input from the Unit on the matter of the creation of the calendar.

k) The District shall schedule not less than eight (8) but not more than fifteen (15) hours per year of mandatory professional development occurring after school hours after providing unit members with reasonable notice of such professional development in each instance. Employees shall be compensated at their hourly rate for participation in such professional development.

l) All vacancies will be posted on the school district website. A copy of that posting will also appear on District bulletin boards in the main office of each building designated for that purpose.

m) Annual evaluations shall be completed by building administration between January 1<sup>st</sup> and June 1<sup>st</sup> each year.

#### **ARTICLE XIV: ATTENDANCE REVIEW**

The following attendance review procedure shall be in place.

1. The unit member shall be notified in writing of the District's concern. Said written notification shall also establish a conference date for a discussion of the District's concerns. The conference shall be held by the Superintendent of Schools and/or his/her designee. The employee shall have the right to Union representation at said meeting. A writing summarizing the meeting between the Superintendent and/or his/her designee and the employee shall be provided to the employee. In the event that the procedure in paragraph (2) is not invoked within one (1) year of the delivery of the above summary to the employee, the same shall be removed from the employee's personnel file.

2. After issuance of said letter and the passage of at least two (2) weeks, if no improvement in the employee's attendance record is evident, a second conference shall be held to review the lack of improvement. The employee may be represented by the Union at said meeting. Following said meeting, the Superintendent of Schools and/or his/her designee shall have the right to issue a written formal reprimand. The employee shall be permitted to attach a written response to the formal reprimand. In addition to the formal reprimand, the Superintendent of Schools and/or his/her designee may require said employee to substantiate further maximum period of twelve (12) months, as determined by the Superintendent of Schools and/or his/her designee. The Superintendent of Schools and/or his/her designee shall also have the discretion to require said employee to substantiate further use of written evidence of the need to take leave for up to a maximum period of twelve (12) months, as determined by the Superintendent of Schools and/or his/her designee.

3. After imposition of the disciplinary penalty or penalties set forth in subparagraph (2) above and the passage of at least two (2) weeks, a third conference shall be

held, in the event the employee continues to demonstrate misuse and/or excessive use of sick, personal, family illness and/or bereavement leave. The employee may be represented by the Union at said meeting. Following said meeting, the Superintendent of Schools and/or his/her designee shall have the right to impose a penalty of two (2) days pay for each unauthorized absence up to a maximum penalty of thirty (30) work days.

4. Nothing hereinabove set forth shall be deemed a prerequisite to institution of disciplinary proceedings pursuant to applicable law which may be commenced by the District at any time in its sole discretion.

5. The decision to institute this procedure shall be reviewable by way of expedited arbitration pursuant to the rules for voluntary arbitration of the American Arbitration Association. However, the imposition of a sanction and/or penalty shall not be grievable.

6. The District shall have the right to convert an employee with little or no available sick time from an annualized salaried employee to a timesheet employee for the remainder of the school year. This conversion shall be invoked when the continued pay of the employee on an annualized basis would otherwise result in an improper overpayment of salary given the employee's attendance


#### **ARTICLE XV: STATUTORY CLAUSE**

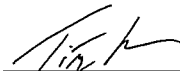
**IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

IN WITNESS WHEREOF, the parties herein have set their hands and seal this

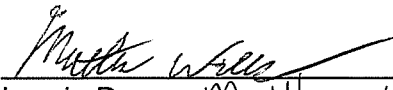
14th day of June 2022.

RIVERHEAD SCHOOL TEACHER AIDES  
CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC., LOCAL 1000,  
AFSCME/AFL-CIO

By:   
Victoria Smith, President

By:   
Timothy Boerum, CSEA, Inc.

RIVERHEAD CENTRAL  
SCHOOL DISTRICT

By:   
~~Laurie Downs~~ Matthew Wallace  
Board President  
Vice President