

**AGREEMENT**

**Between**

**THE BOARD OF EDUCATION**

**COPIAGUE UNION FREE SCHOOL DISTRICT**

**and**

**THE COPIAGUE SUPERVISORY ASSOCIATION**

**2014-2019**

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This Agreement is made and entered into on this 8th day of May 2014 by and between the Board of Education, Copiague Union Free School District, and the Copiague Supervisory Association for the period commencing July 1, 2014 and shall continue in full force and effect until June 30, 2019.

## **ARTICLE 1** **RECOGNITION**

The Copiague Board of Education recognizes the Copiague Supervisory Association as the exclusive representative of the negotiating unit of the Copiague Union Free School District composed of the Director of Guidance, Director of Physical Education, Director of Data and Assessments, all Coordinators and Department Chairpersons, hereinafter referred to as “supervisors” or “unit members.” The aforesaid employees shall be included within this unit for the purpose of negotiating collectively the terms and conditions of employment and administration of grievances arising thereunder.

This recognition is to be for a period ending seven months prior to the expiration of this agreement or such longer period as may be the maximum permitted by law.

## **ARTICLE 2** **DUES DEDUCTION/PAYROLL DEDUCTION**

### **A. Dues Deduction**

In accordance with Section 93(b) of the General Municipal Law and Article 14 of the Civil Service Law, the Board shall deduct the membership dues of the Copiague Supervisory Association from the salaries of its supervisory employees, but only upon the written request of each such employee on an authorization card to be provided by the Association to the Assistant Superintendent for Finance and Operations.

The Association shall submit a roster of its membership requesting deduction of dues to the Business Office by August 15. The dues shall be deducted in equal payments as determined mutually by the parties. The Association shall certify the amount of dues to be deducted for each member.

Late membership: no authorization or deduction cards shall be accepted later than September 25. Dues shall be deducted equally over the remaining pay periods, commencing in October.

Any revocation of dues deduction shall be submitted in writing to the Payroll Department, and such revocation shall become effective in accordance with the said signed payroll deduction authorization cards or otherwise as required by law. District shall notify the Association of this revocation as soon as possible.

## **B. Payroll Deduction**

Employees may utilize payroll deduction for payments to Teachers Federal Credit Union, Farmingville, New York, by filing a payroll deduction form with the Business Office.

### **ARTICLE 3** **WORK YEAR**

A. Effective July 1, 2011, Coordinators and Directors shall work September 1 – June 30, and in addition shall work fifteen (15) days between July 1 and August 31, with these days approved by the district.

B. Each Department Chairperson shall work the regular school year plus seven (7) work days during the summer recess, with these days to be approved by the district.

### **ARTICLE 4** **PROMOTIONAL AND NEWLY CREATED POSITIONS**

A. All openings for promotional positions, positions paying salary differentials, and newly created positions, with the qualifications thereof, shall be publicized and all qualified unit members may apply for such positions.

B. Unit members presently employed in the District may apply for such positions. The fact of their existing employment shall be considered in filling such positions. However, nothing herein contained shall preclude the hiring of professional personnel, when, in the judgment of the Superintendent of Schools, such hiring is necessary or desirable for the District.

C. The School District shall continue to notify staff members, during the school year, of appointments to these positions.

### **ARTICLE 5** **SICK LEAVES AND OTHER LEAVES OF ABSENCE**

A. **SICK DAYS:** Personnel covered by this agreement may be absent for reasons of illness/disability (including pregnancy and illness of immediate family member residing in the household) without loss of pay for up to the following number of days:

1. Coordinators and Directors: nine (9) days per year
2. Department Chairpersons: eight (8) days per year

The accumulated number of unused sick days is unlimited.

B. **PERSONAL DAYS:** An employee may be absent for personal reasons for not more than four (4) days in any school year. Any unused personal days shall not accrue from year to year. Employees shall be entitled to convert up to a maximum of four (4) personal days per year to its cash equivalent at the rate of 1/200<sup>th</sup> of current base salary for Department Chairpersons, and 1/215<sup>th</sup> of current base salary for Coordinators and Directors.

The Board of Education and the unit members mutually agree to a lifting of existing restrictions on the personal day policy for one year. During this year, the Association members will use personal days with discretion and will not use these days consecutively wherever possible.

The Board of Education will review the use of personal days with the Association during the term of this Agreement. Upon notice to the Association, the Board of Education may reinstate the restrictions previously applicable to unit members. This reinstatement is not negotiable. [The restrictions previously applicable are that personal days may not be used prior to or following a holiday; may not be used to extend a vacation period; and when used, the unit member must give his/her immediate supervisor twenty-four (24) hours notice of the use. These restrictions may be waived by the Superintendent of Schools in unforeseen emergencies.]

**C. EXTENDED SICK LEAVE AT FULL PAY:** In the event a unit member suffers a continuous illness or extended disability which prohibits working for a period in excess of the unit member's accumulated sick leave allowance, the unit member shall be entitled to an additional twenty (20) days absence without loss of pay. A request in writing, supported by an M.D. certificate indicating the nature of the illness and/or disability, and the probable date of return to duty shall be presented. A medical examination performed by the School Physician may be required if the Superintendent of Schools deems it necessary. Any unit member taking advantage of this extended sick leave allowance may replace the numbers of days thereof used in the following manner:

1. At the end of each school year, the number of unused sick days remaining will not accumulate, but will be used to replace the number of days used for extended sick leave purposes as herein provided. The Board of Education shall require the repayment of sick leave days used under the extended sick leave privilege as follows:

The first year after the use of extended sick leave privilege, a repayment of not less than four (4) days must be made. An automatic salary deduction of 1/200th for ten month employees, 1/205th for ten and one-quarter month employees, or 1/220th for eleven month employees shall be made for any of the required repayment days not repaid from accumulated sick days, such repayment to be based on the salary in the year of illness. The same policy shall be in effect for the second, third and fourth year. ALL days used under this extended sick leave policy must be repaid by the end of the fifth year. Under no circumstances may sick leave days be borrowed from future accumulation of sick days to satisfy obligations under this policy.

2. If the unit member leaves the District before all of the days used in the extended sick leave, as aforesaid, are replaced, the Board shall deduct from the unit member's pay vouchers a sum equal to the unit member's regular salary for the days not so replaced. In the event the sum owed is not fully recouped by the District from the employee's pay vouchers, the employee shall be responsible to repay the District the monies owed hereunder.

**D. EXTENDED SICK LEAVE AT TWO-THIRDS PAY:** In the event a unit member suffers a continuous illness or extended disability prohibiting the return to duty after the expiration of the unit member's sick days, accumulated sick days, and extended sick leave of twenty (20) days, as herein provided, the unit member shall, nevertheless, be entitled to receive two-thirds of the unit member's pay for a number of such additional days the unit member may be absent, depending upon length of service within the District as hereinafter provided:

<u>Years of Service</u>	<u>Number of Days Entitled at 2/3 Pay</u>	<u>Years of Service</u>	<u>Number of Days Entitled at 2/3 Pay</u>
1	0	7	35
2	0	8	40
3	0	9	45
4	15	10	50
5	25	11	55
6	30	12 and over	60

**E.** If the unit member leaves the District before all of the days used in the extended sick leave at 2/3 pay, as aforesaid, are replaced, the Board shall deduct from the unit member's pay vouchers a sum equal to the amount paid the unit member for the days not so replaced. This shall affect only those unit members who start to borrow at 2/3 pay after September 1, 1984. In the event the sum owed is not fully recouped by the District from the employee's pay vouchers, the employee shall be responsible to pay the District the monies owed hereunder.

A unit member who takes advantage of the extended sick leave provisions under "C" and "D" of the Sick Leave Policy, requiring the repayment of borrowed sick days, shall not be entitled to the benefit of such extended sick leave again until the borrowed days have been repaid.

**F. PAYOUT OF SICK LEAVE TO ESTATE:** Should a person covered by this Agreement and in the employ of the District who has completed at least 20 years in the teaching profession, 10 of which must have been served in the Copiague Public Schools, die while in the service of the District, the estate of such person will be entitled to receive payment for accumulated unused sick leave of such deceased person at the rate of one day for every two days so accumulated. For employees new to the District after June 30, 2000, the accumulation of sick leave for payment under this provision will be limited to one hundred eighty (180) days.

**G. BEREAVEMENT:** In the event of a death in the immediate family, a unit member is allowed a maximum of five (5) days absence. These days are in addition to the sick leave policy and are not deducted from accumulated days. The immediate family includes the employee's spouse, children, mother and father, sister and brother. A step-child, step-mother, step-father, step-sister, and step-brother shall be included in the definition of immediate family. A substitute parent shall be considered a member of the immediate family if the employee has lived with this person for twelve (12) consecutive months. In the event of a death of a relation, a unit member is allowed a maximum of three (3) days absence, and these days are in addition to sick leave and are not deducted from accumulated days. Relations are defined as employee's mother-in-law, father-in-law, and grandparents.

**H. COURT APPEARANCE:** If an employee is under subpoena or the employee's services are required by the School District for a court appearance, such absence shall not be charged to sick leave or personal days. An official copy of the subpoena must be presented to

the employee's supervisor. This does not apply if an employee goes to court on his own personal business.

I. **JURY DUTY:** If an employee receives a court notice to appear for jury duty, the employee must first submit such notice to his/her supervisor for approval. When a leave is granted, it is understood that the employee will receive the employee's regular salary less jury fees.

J. **CHILD CARE LEAVE:** An employee may apply for a child care leave for a period of at least to the beginning of the next semester after the birth of the child for child-rearing purposes, such leave to commence not earlier than the date of birth of the employee's child. At the expiration of this period of time, the employee may apply for an extension of this leave for a period up to another year. In no event shall child care leave be extended beyond two (2) full years. If granted, child care leave shall be without pay. The period of leave may be shortened should the child not survive the expiration of the leave period. Notwithstanding the above time limitations, the employee's return from a child care leave must coincide with the beginning of a school semester in order to ensure continuity of instruction. The Superintendent may, in his sole discretion, determine that it is in the best interests of the District to permit a unit member to return from a child care leave earlier than the beginning of a school semester. Except in emergency situations, the employee shall provide no less than sixty (60) days written notice of his/her intent to apply for this leave to the Superintendent of Schools.

K. **MILITARY SERVICE:** An employee must have service in Copiague Schools prior to entering service. The employee shall be protected under Military Law, Section 243 and any other laws relating to military service for employees of school districts.

L. **VISITATION DAYS:** The Superintendent of Schools may approve those supervisory visitation days which he deems beneficial to the School District.

M. **LEAVE OF ABSENCE:** Upon written request of an employee, a leave of absence without pay for up to one (1) year may be granted in the sole discretion of the Superintendent of Schools.

## **ARTICLE 6** **DISCRETIONARY DAYS**

A. Effective July 1, 2014, in addition to personal and sick days currently provided, for each year of this agreement full-time bargaining unit members shall receive two (2) days per year as discretionary days. Members on unpaid leave shall receive a pro-rata share of days based upon the period of time they are on leave. Such days may be taken by members at their discretion, provided:

- i. No more than one (1) discretionary day may be taken contiguous to a recess, and;
- ii. Days cannot be utilized in conjunction with personal and/or sick days unless under an FMLA leave and/or when leave entitlements have been exhausted, and;
- iii. Days may not be taken during state testing or scoring days or Superintendent's Conference days, and;
- iv. The use of discretionary days is limited to no more than three (3) unit members on any given day with no more than one (1) of those being a Chairperson from the

same building; should unit membership decline the parties agree to re-visit this limitation for adjustment.

B. Unused discretionary days will be carried over each year and kept in a separate account from the current personal and sick day accruals.

C. Unused discretionary days will be subject to the IRS 403(b) payout formula for sick days at a member's retirement or separation from service on a one for one basis.

D. Discretionary Day Procedures

- i. Effective with Board of Education approval of the school calendar, unit members may request discretionary days. Unit members should not schedule plans/arrangements requiring the use of discretionary day(s) prior to the day(s) being granted under the conditions outlined in section A of this article.
- ii. Requests to use discretionary days shall be submitted to the Secretary to the Superintendent of Schools by email for approval a minimum of two (2) weeks in advance. Exceptions to this requirement would be emergencies or if sick/personal leave has been exhausted.
- iii. Requests may be submitted beginning June 15th for each year of this agreement.

The District reserves the right to terminate this provision in conjunction with termination of the Ancillary Benefit Offset, with notice, for any subsequent year of this agreement. This provision will expire and has no force or effect on June 30, 2019, and will not be subject to Civil Service Law Section 209 a.1.e (the Taylor Law).

**ARTICLE 7**  
**SALARIES**

Effective July 1, 2011 through June 30, 2016 the salaries/stipends for unit members shall be in accordance with Exhibit A.

**ARTICLE 8**  
**INSURANCE PROGRAMS**

A. The Board of Education shall provide through June 30, 2016 to each member of the Copiague Supervisory Unit the following:

1. A dental health insurance plan for each member and dependents, at no cost to the member, which shall provide coverage at the following levels:

2011-12 – no more than \$1,400 per year per member and each eligible dependent,  
2012-13 and beyond – no more than \$1,500 per year per member and each eligible dependent.

2. A long-term disability insurance plan, at no cost to the member, which shall provide coverage at the following levels with the maximum monthly benefit as



follows:

2011-12 – \$4,400  
2012-13 and beyond – \$5,000.

3. Insurance on the life of each member at no cost to the member as follows:
  - a. For annually appointed chairpersons and coordinators who receive an annual stipend: \$48,000
  - b. For salaried supervisors listed in Exhibit A: \$65,000
  - c. Once the unit member reaches the age of 70, the face value of the life insurance referred to in “a” and “b” above shall be reduced in accordance with the carrier's rules and procedures. There will be a thirty-five (35%) percent reduction in the face value of the policy for persons who attain the age of 70 and an additional thirty-five (35%) percent for persons who attain the age of 75.

B. Members may enroll on a contributory basis in the New York State Health Insurance Plan presently in force in the School District. Effective July 1, 2011, premium contribution rates for unit members shall be as follows:

Coverage/Status	Effect: Currently	7/1/14 14-15	7/1/15 15-16	7/1/16 16-17	7/1/17 17-18	7/1/18 18-19
Post 7/1/96/Family	16.5%	17%	17.5%	17.5%	17.5%	17.5%
Post 7/1/96/All	14.5%	16%	17.5%	17.5%	17.5%	17.5%
Post 7/1/96/Ind.	15.5%	16.5%	17.5%	17.5%	17.5%	17.5%
Effective 7/1/14 for New Employees to the district		18.5%	19%	19.5%	20%	20%

The District may change health insurance carriers with the consent of the Association.

C. Unit members who are eligible to participate in the health insurance plan presently in force in the District may opt to waive participation in said plan by submission of a waiver of coverage, in a form designated by the District, on or before June 15 of the previous school year. The unit member shall be entitled to receive thirty-five (35%) percent of the District’s portion of the annual premium contribution that would normally be paid on the unit member’s behalf. Said waiver payment or pro-rata amount if the unit member does not exercise the option for the full year, shall be paid annually in one (1) lump sum in the last payroll in June of the year of non-participation, to the extent practical. Any unit member who wishes to participate in this benefit must present documentary proof that he/she possesses alternate or dual health insurance coverage.

D. Health insurance contributions for employees who retire after June 30, 2011 shall be as follows: 62.5 % of the premium cost for those members on the family plan will be paid by the district; 75% of the premium cost for those members on the individual plan will be paid by the district, provided (1.) Bargaining unit members were covered by this agreement prior to June 30, 2011 and retire after July 1, 2011; and (2.) Bargaining unit members hired after July 1, 2011 will be required to serve ten (10) years in the district to be eligible for this benefit.”

E. Ancillary Benefits Offset: In order to maintain educational programs during these trying fiscal times, bargaining unit members will contribute the following amounts to offset the costs of ancillary employment benefits (e.g., TRS, insurance plan contributions, etc.).

1. For the 2014-15, 2015-16, 2016-17, 2017-18, and the 2018-19 school years, full-time bargaining unit members shall contribute the amount equal to the value of 2 days compensation; (2/215th of base salary) for Coordinators/Directors and (2/200th of base salary and stipend) for each Chairperson.
2. Such contributions shall be made through equal payroll deductions over the course of the school year.
3. Members on unpaid leave will have their contribution pro-rated for the period of time they are on leave.
4. Unit members who provide a revocable letter of retirement by June 15, 2014 with an effective date of either June 30th, 2015 or June 30<sup>th</sup>, 2016 shall be exempt from contributing towards Ancillary Benefits Offset as specified in Section 4 of this agreement. Those unit members will not receive the Discretionary Days as specified in Section 4 of this agreement.
5. Bargaining unit members submitting early letters of resignation who decide to revoke their letters of resignation for purpose of retirement will be required to retro-actively contribute towards the Ancillary Benefit Offset that they otherwise would have paid for which they will receive the discretionary days they otherwise would have received.
6. The District reserves the right to terminate this provision in conjunction with termination of the Discretionary Day language, with notice, for any subsequent year of this agreement. This provision will expire and has no force or effect on June 30, 2019, and will not be subject to Civil Service Law Section 209 a.1.e (the Taylor Law).

## **ARTICLE 9** **RETIREMENT**

A. Unit members who plan to retire shall advise the Superintendent of Schools, in writing, no later than April 1 of the school year in which the unit member intends to retire, of such retirement. It is understood that July and August following April 1 constitute part of the same year.

B. **Payment of Accumulated Sick Leave:** All personnel covered by this agreement whose employment continues in the school district until retirement shall be entitled to receive payment for accumulated unused sick leave at the rate of one day for every two days so accumulated:

1. Payment shall be calculated on the basis of 1/200th for Department Chairpersons.
2. Payment shall be calculated on the basis of 1/215th for Coordinators and the Director of Guidance.

For employees new to the District after June 30, 2000, the accumulation of sick leave for payment under this provision will be limited to one hundred eighty (180) days.

**ARTICLE 10**  
**PROTECTION OF SUPERVISORS**

A. Unit members will report all cases of physical assault suffered by them in connection with their employment:

1. Such report shall be in writing; shall be addressed to and filed immediately with the employee's supervisor. This report shall be forwarded by the supervisor to the Superintendent of Schools.
2. The Board of Education shall provide, at its sole cost and expense, the services of the School Attorney where civil or criminal action is brought against a unit member, based upon disciplinary action taken by him against a pupil. In order to receive this protection, the unit member must notify the Superintendent of Schools and his/her supervisor promptly upon becoming aware that such disciplinary action might result in further proceedings against the unit member.
3. Whenever a unit member is absent from school as a result of personal injury caused by an assault occurring in the course of employment or where the injury is sustained by a conflict with students while preventing harm to the unit member, student or staff member, the unit member shall be paid the unit member's full salary during such absence, for a period not to exceed one (1) year from the date of the occurrence, less the amount of any Workers' Compensation Insurance proceeds, and no such part of such absence shall be charged to the unit member's annual or accumulated sick leave.

B. In the event a personal injury does not arise as described in paragraph 3 of this article, but occurs otherwise in the course of a unit member's employment, District obligation for the protection provided by paragraph 3 shall not exceed a period of 120 school days from the occurrence.

**ARTICLE 11**  
**SUPERVISOR PERSONNEL FOLDER**

The Board of Education and Copiague Supervisory Association agree that supervisor personnel folders will be utilized to contain credentials, certification documents, transcripts, employment recommendations received by the District, statements of evaluation, and an employment record card.

A unit member may inspect his/her personnel folder in the presence of a duly authorized Central Office Administrator, when an appointment has been made to do so, during Central Office business hours.

At the time of inspection, the unit member may make notes concerning the contents of the folder.

**ARTICLE 12**  
**RIGHT TO UNION REPRESENTATIVE**

Unit members shall have the right to request the presence of a union representative when called to a disciplinary conference or hearing with their supervisor.

**ARTICLE 13**  
**LONGEVITY**

A. Eligibility for longevity payments shall be as follows:

1. Employees commencing their 10<sup>th</sup> year in the teaching profession shall receive an additional \$2,600 per year.
2. Employees commencing their 14<sup>th</sup> year in the teaching profession shall receive an additional \$2,600 per year.
3. Employees commencing their 18<sup>th</sup> year in the teaching profession shall receive an additional \$2,550 per year.
3. Employees commencing their 21<sup>st</sup> year in the teaching profession shall receive an additional \$2,500 per year.

Employees who do not receive an increment, but are receiving all four tiers of longevity shall receive an additional \$100 in 2011-12; \$200 in 2012-13; \$300 in 2013-14; \$400 in 2014-15; \$500 in 2015-16 and beyond. These payments will not be cumulative.

B. Eligibility for longevity payments shall be as follows: Longevity payments shall be made to supervisors in accordance with the schedule and time tables as follows:

1. Supervisors commencing their 10<sup>th</sup>/14<sup>th</sup>/18<sup>th</sup>/21<sup>st</sup> year of service between September 1 and November 30 shall be eligible for longevity payment on September 1 of that school year.
2. Supervisors commencing their 10<sup>th</sup>/14<sup>th</sup>/18<sup>th</sup>/21<sup>st</sup> year of service between December 1 and March 31 shall be eligible for longevity payment on February 1 of that school year.
3. Supervisors commencing their 10<sup>th</sup>/14<sup>th</sup>/18<sup>th</sup>/21<sup>st</sup> year of service between April 1 and June 30 shall be eligible for longevity payment on September 1 of the following school year.

C. The definition of “teaching profession” for purposes of longevity shall mean full-time teaching experience in the classroom or supervisory experience by certified unit members excluding work experience of teacher assistants, per diem substitutes, et al.

**ARTICLE 14**  
**MENTORING**

At the discretion of the Superintendent, a mentoring stipend of up to \$3,500 per year shall be provided to unit members who are requested by the Superintendent to mentor a new unit member. The determination of the Superintendent as to the choice of mentors and the amount of the stipend will be final, non-reviewable and not subject to the grievance and arbitration procedure.

**ARTICLE 15**  
**PAYMENT FOR EXTRA DAYS WORKED**

Employees who are requested by the Superintendent or his/her designee to work days in addition to those required shall be given the option of either a compensatory day for each day worked or one day's pay for each day worked. Payment for such days shall be calculated on the basis of 1/200<sup>th</sup> of current base salary for department chairs or 1/220<sup>th</sup> of current base salary for coordinators and directors.

**ARTICLE 16**  
**GRIEVANCE PROCEDURE**

A "grievance" is defined as a complaint by a supervisor or a group of supervisors based upon an alleged violation of the provisions of this Agreement.

A. **PURPOSE:** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may, from time to time, arise with respect to the working conditions of supervisors under the terms of this Agreement. Both parties agree that this proceeding will be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing herein contained will be construed as limiting the right of any supervisor having a grievance to discuss the matter informally with any appropriate member of the Administration with a view to having the grievance adjusted.

**B. PROCEDURE:**

1. **LEVEL ONE:** A unit member with a grievance shall present the grievance in writing to his/her immediate supervisor, who may render a written decision thereon within five (5) school calendar days after presentation.
2. **LEVEL TWO:**
  - a. If the aggrieved person is not satisfied with the decision of the grievance at Level One, or if no written decision has been rendered within five (5) school calendar days after presentation of the grievance at Level One, the unit member may file the grievance in writing with the Superintendent of Schools. Such written grievance shall be filed within ten (10) school calendar days after presentation of the grievance at Level One.
  - b. The Superintendent of Schools, or his designee, will represent the

Administration at this level of the grievance procedure. The Superintendent, or his designee, will meet with the aggrieved person in an effort to resolve the grievance. The Superintendent, or his designee, may render a written decision on the grievance within ten (10) school calendar days after receipt of the written grievance.

3. LEVEL THREE: If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered on the grievance within ten (10) school calendar days after the unit member has presented the written grievance to the Superintendent at Level Two, the unit member may file the grievance in writing with the Board of Education no later than fifteen (15) school calendar days after the presentation of his/her written grievance at Level Two.

The Board of Education, or a committee thereof, shall meet with the aggrieved unit member in an effort to resolve the grievance, and the Board may render a written decision thereon within fifteen (15) school calendar days after presentation of the written grievance at this level.

4. LEVEL FOUR:

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school calendar days after the presentation thereof, the unit member may elect to submit the grievance to advisory arbitration by filing a written request, therefore, with the Board of Education within twenty (20) school calendar days after presentation of the grievance at Level Three.
- b. Within ten (10) school calendar days after such written request for advisory arbitration has been filed with the Board of Education, the aggrieved person and the Board shall agree upon a mutually acceptable arbitrator who shall be an experienced, impartial and disinterested person of recognized competence in the field of public education, and will endeavor to obtain a commitment from said person to serve as the arbitrator. If the parties are unable to agree upon an arbitrator or to obtain a commitment to serve within the specified period, a request for a list of arbitrators may 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.

- c. The arbitrator so selected will confer with the representatives of the School Board or a committee thereof and the aggrieved person; shall promptly hold such hearings as may be necessary; and shall issue a decision no later than twenty (20) school calendar days from the date of the close of such hearings, or if oral hearings have been waived, then from the date of submission of the final written statements and proofs which may be furnished. The arbitrator's decision shall be in writing and shall

set forth findings of fact and conclusions on the issue submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement. The decision of the arbitrator shall be filed with the School Board and the aggrieved person, and subject to all provisions of law. The arbitrator's decision shall be advisory only to the Board of Education. Within twenty (20) school calendar days, the Board of Education shall review the advisory decision of the arbitrator and shall accept or reject the arbitrator's decision and notify the Association of its decision. The decision of the Board of Education shall be final and binding.

- d. The cost for the services of the arbitrator, including per diem expenses, if any, and actual or necessary travel or subsistence expense, shall be borne equally by the School Board and the aggrieved person.

**C. RIGHTS OF SUPERVISORS TO REPRESENTATION:**

1. No reprisals of any kind will be taken by the School Board or any member of the Administration against any party in the grievance procedure by reason of participation therein.
2. Any party in interest may be represented at all stages of the grievance procedure by an official representative of the Copiague Supervisory Association. All written notices and statements required in this grievance procedure may be served and filed by such representative, but the aggrieved person must also sign.

**D. MISCELLANEOUS:**

1. If, in the judgment of the Association, a grievance affects a group or class of supervisors, the processing of such a grievance may be commenced at Level Two, and the Association shall be deemed to be the "aggrieved person" within the meaning of this grievance procedure.
2. A grievance will be deemed to have been waived unless presented within forty-five (45) school days after the event or events on which the grievance is based is known or reasonably should have been known by the grieving party.

**ARTICLE 17**  
**NO-STRIKE CLAUSE**

Pursuant to the provisions, sub-division 3b of Section 207 Civil Service Law, the Copiague Supervisory Association hereby affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

**ARTICLE 18**  
**CONTRACTUAL PROVISIONS**

A. This Agreement shall become effective as of July 1, 2014 and shall expire on June 30, 2019.

B. This Agreement cannot be changed, altered, or modified, except in writing, signed by both parties, which writing will be considered as an addendum to this Agreement.

C. In the event any part of this Agreement is determined to be unenforceable, as being contrary to law, the remainder of the Agreement shall survive and continue in effect.

D. Copies of this contract will be made available by the Board of Education, and a copy distributed to each unit member now employed or hereafter employed by the School District.

E. **Identification Tags:** All unit members shall be required to wear District-issued identification tags at all times while on duty.

F. **Section 125 of the I.R.S. Code:** All unit members shall be entitled to participate in a Section 125 plan implemented by the District.

G. 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.

COPIAGUE UNION FREE SCHOOL DISTRICT

By \_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
President  
Board of Education

COPIAGUE SUPERVISORY ASSOCIATION

By \_\_\_\_\_  
President  
Copiague Supervisory Association

\_\_\_\_\_  
Copiague Supervisory Association