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Title: **Brookhaven-Comsewogue Union Free School District and Brookhaven-Comsewogue Union Free School District Full Time Non-Instructional Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Suffolk County Educational Local 870 (2003)**

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Union: **Brookhaven-Comsewogue Union Free School District F/T Non-Instructional Unit, CSEA, AFSCME, AFL-CIO**

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4821

AGREEMENT

by and between the

**BROOKHAVEN-COMSEWOGUE
UNION FREE SCHOOL DISTRICT**

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**

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DEC 21 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



**Brookhaven-Comsewogue UFSD F/T Non-Instructional Unit
Suffolk County Educational Local 870**

July 1, 2003 - June 30, 2006

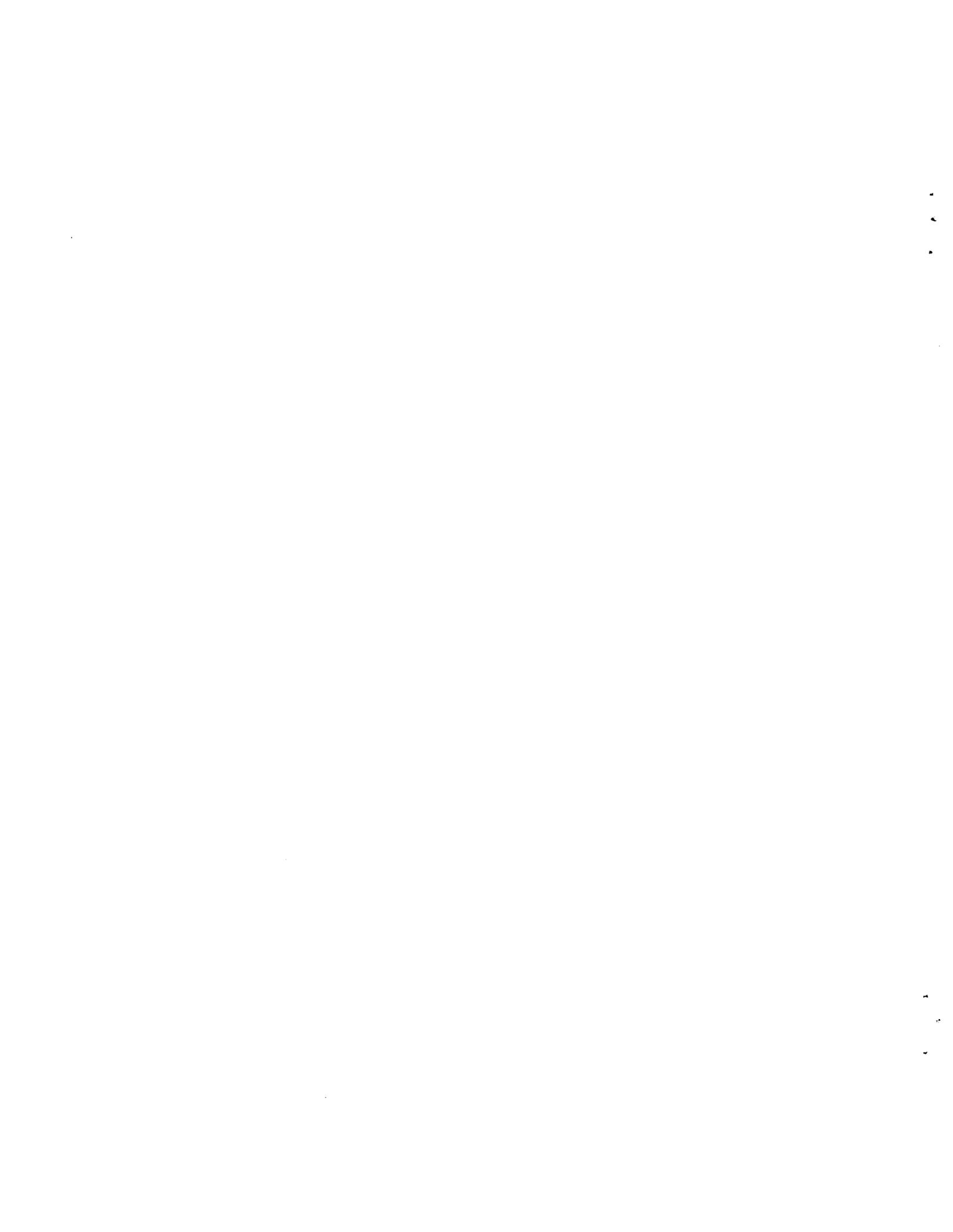


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PREAMBLE

The Brookhaven-Comsewogue Union Free School District ("the District") and the Civil Service Employees Association, Local 1000, A.F.S.C.M.E., AFL-CIO and its Comsewogue Full Time Non-Instructional Unit ("the Association") firmly believe that it is important to encourage effective and harmonious working relations among the Board of Education, the executive office of the Superintendent and the non-instructional employees of the District so that the best educational interest of the children of the District may be served. Therefore, it is important to realize the highest degree of mutual understanding, cooperation and effective communications between the Board and its non-instructional staff members. The term of this Agreement shall be for three (3) years effective from July 1, 2003 to June 30, 2006.

ARTICLE 1- RECOGNITION

Section A. By virtue of satisfactory evidence submitted by the Association to the Board, in the form of signed designation cards stating that the Association does represent the majority of the non-instructional employees in the District, the Board hereby recognizes the Association as the exclusive agent for negotiation and settlement of grievances for all full-time registered nurses and non-instructional employees, excluding the Confidential Secretary to the Superintendent of Schools. The District and the Association hereby affirms that it does not assert the right to strike, to participate or to assist in any strike, or to impose an obligation to conduct, to assist, or to participate in a strike.

Section B. This recognition shall extend for the maximum period provided by law and shall be automatically renewed at that time for a successive period of one year. The Board agrees not to negotiate with any other individual or organization of members of the negotiating unit other than the Association for the duration of this recognition.

ARTICLE 2- NEGOTIATION PROCEDURES

Section A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties or through other provisions provided for in this Agreement. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may, from time to time, arise of vital mutual concern to the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters. It is expressly understood that any reasonable requests for the sharing of information shall be honored

and that reasonable requests for any meetings to negotiate matters of concern shall be honored. No conditions in the existing contract need to be negotiated without the consent of both parties until the regularly scheduled negotiations meetings.

Section B. This Agreement shall remain in full force until June 30, 2006 or until altered by mutual agreement in writing, between the parties.

Section C. No final agreement shall be executed without final ratification by the Association and the District.

Section D.

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

ARTICLE 3- GRIEVANCES

Section A. PURPOSE. The purpose of this procedure is to provide for the settlement of certain differences between the Board of Education of Comsewogue School District, the office of the Superintendent and the non-teaching employees of the District through procedures under which such employees may present grievances for settlement on an equitable basis.

Section B. DEFINITIONS

(1) "Grievances" shall mean any claimed violation, misinterpretation, or inequitable application of any of the provisions of this agreement which relate to or involve the welfare and/or terms of employment of a non-teaching employee, provided, however, that such term shall not include any matter which is otherwise reviewable, pursuant to law, or any rule or regulation having the force and effect of law.

(2) "Aggrieved employee" shall mean the employee or employees making the claim.

(3) "Supervisor" shall mean any person, regardless of title, who is assigned to exercise any level or supervisory responsibility over a non-teaching employee of the District.

Section C. PROCEDURE

(1) First Procedural Stage

(a) This shall consist of the employee's presentation of his grievance in writing to his immediate supervisor, who shall then, to such extent as he may deem appropriate, consult with his superiors. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not satisfactorily resolved within five days at the first stage, such employee may proceed to the second stage.

(b) A grievance shall be waived unless it is presented in writing within 30 days of the date the employee learns of the event giving rise to the grievance, which time limit may only be extended in a writing signed by both the Superintendent or his/her designee and the Association President and his/her designee.

(2) Second Procedural Stage. This shall consist of a request by the aggrieved employee for a review and determination of his grievance by the Superintendent, or his designee. In such case, the aggrieved employee and his immediate supervisor shall each submit to the Superintendent, or his designee, a written statement setting forth the specific nature of the grievance and the facts relating thereto, and the provisions of the agreement allegedly violated by the District. Thereupon, the Superintendent, or his designee, shall, at the request of the employee, hold an informal hearing within five days of such request, at which the employee and his representative, if any, may appear and present oral and written statements or arguments. The final determination of the second stage of his grievance proceedings shall be made by the Superintendent, or his designee, within five days of the conclusion of said hearing.

(3) Appellate Stage

(a) The President of the Board of Education shall appoint one or more public employee grievance boards from the members of the Board of Education, consisting of three members each who shall serve at his pleasure.

(b) Any aggrieved employee may appeal to this public employee grievance Board from a determination by the Superintendent or his designee, made in accordance with the provisions of this Article. Such employee shall be granted a hearing before the Board on such appeal within 10 days of the date upon which notice of appeal has been received by the public employee grievance board

and such employee shall have the right to be represented in any such appeal.

(c) Any such hearing may be conducted by any one or more members of the Board designated by the Board to act on its behalf, provided, however, that if less than the full Board presides at such hearing the member or members thereof conducting such hearing shall render a report thereof to the full Board and the full Board shall thereupon make its report.

(d) The report of the Board shall contain a statement of the Board's findings of fact, conclusions and advisory recommendation. The Board shall send a copy of its said report to each aggrieved employee involved, his representative (if any), the Superintendent and the President of the Board of Education, no later than 10 days from the date of the conclusion of the hearing before the public employee grievance board.

(4) Arbitration Stage

(a) If the aggrieved employee is not satisfied with the disposition of his grievance at the appellate stage, or if no report is rendered within the time limit set forth in the appellate procedure, the aggrieved employee may request that the President of the Association submit his grievance to arbitration.

(b) The Association and the Board of Education shall agree upon a mutually acceptable arbitrator, or arbitrators, in advance of any such arbitration. If such a mutually acceptable arbitrator is not selected, or is not available, the Association may appeal the decision to the American Arbitration Association in accordance with its procedure.

(c) The arbitrator so selected shall confer with the Board and the aggrieved employee and/or his representative within 20 days from the date that the matter has been noticed for arbitration. The arbitrator's report shall be in writing and shall set forth his findings of fact, conclusions and recommendations on the grievance submitted. The arbitrator shall be without power or authority, to make any recommendation which would require the commission of an act prohibited by law, or which is violative of any of the terms of this Agreement. In any event, the recommendation of the arbitrator shall not be binding on the parties and shall be strictly advisory in nature.

(d) The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be shared equally by the Board and the Association.

Section D. RIGHTS OF NON-TEACHING PERSONNEL TO REPRESENTATION

(1) Each non-teaching employee shall be free to settle his differences, if any, with the Board of Education of the District, or its administrator, or supervisory employees, through the aforesaid grievance procedure, free from coercion, interference, restraint, discrimination or reprisal.

(2) Any aggrieved employee may be represented at any or all stages of the grievance procedure by a person of his own choosing.

ARTICLE 4- GENERAL CONDITIONS

Section A. CSEA DUES

(1) CSEA, Inc. shall have exclusive rights to payroll deductions of dues and union sponsored insurance and benefit program premiums for employees covered by this Agreement.

(2) Such dues and premiums shall be remitted to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, on a payroll period basis. No other organization shall be accorded any payroll privilege without the express consent and written authorization of CSEA, Inc.

Section B. AGENCY SHOP

(1) All full-time members of the bargaining unit who are not members of the Association shall within thirty (30) days after this initial date of employment pay to the Association an agency fee. Such fee shall be determined by the Association, however, such fee shall not exceed the amount paid by a dues-paying member as indicated in Section A above.

(2) The Association should forward to the Business Office a list of non-members and the sum of money to be deducted. Said monies shall be forwarded to the Association.

(3) The Association shall be solely responsible to account to the employees required to make such contribution for the receipt and disbursement of all funds collected pursuant to this paragraph and shall indemnify and hold the District harmless against all loss and liability, including, without limitation, all costs of defense on account of any claim asserted by an employee relating to the collection, disbursement or purposes for which such funds may or shall be used.

(4) Whenever the District shall be named as a party to any action, proceeding or claim, which is subject to the indemnification provision of the paragraph, nothing contained

herein shall abolish, limit or reduce the authority or responsibility of the School Board Attorney to appear and participate therein.

Section C. CSEA PRESIDENT. The District shall grant exclusively to the CSEA President, or his designated representative, time off without loss of pay, or accumulated leave credits to carry out his responsibilities in the administration of this Agreement and for attendance at conferences; such time off not to exceed a total of seven days in any year.

Section D. LAY-OFFS

(1) Job Security. In the event that lay-offs shall become necessary, these layoffs shall be accomplished in the inverse order of seniority.

(2) Any employee whose position is abolished by the Board of Education shall have first preference on a seniority basis with respect to any open non-instructional position, if available in the District, provided however, the individual has the necessary qualifications to fill such vacant position in accordance with the specifications, and in accordance with the rules and regulations established by the Suffolk County Department of Civil Service.

Section E. PAST PRACTICE. No benefits to which employees have heretofore been entitled shall be diminished unless specifically provided for or changed by this Agreement.

Section F. ADVISORY COMMITTEE. A committee shall be formed consisting of members of the Comsewogue Unit of CSEA and the Administration to discuss and make recommendations concerning any new non-instructional position to be established and/or filled in the District. This committee shall act in an advisory capacity only.

Section G. DECISIONS AFFECTING WORKING CONDITIONS. CSEA will not object if the District imposes a smoke-free environment policy.

ARTICLE 5- SPECIFIC CONDITIONS

Section A. EMPLOYMENT

(1) Where qualifications and background are equal, preference shall be given to school district residents.

(2) Whenever the phrase "full time employee" is used in this Agreement, it shall mean all personnel under written contractual agreement with the District.

Section B. PHYSICAL EXAMINATIONS

(1) Each employee shall undergo a physical examination prior to the opening day of school of the first year of employment. Such examination shall be reported to the Superintendent on a form provided by the District. Thereafter, physical examinations or test(s) for particular conditions shall be limited to those required by applicable law.

(2) The District shall assume the cost of such physical examinations or tests as it shall require.

ARTICLE 6- VACATIONS AND TERMINATION OF EMPLOYMENT

Section A. VACATIONS

(1) Vacation days shall be granted for all full-time non-instructional employees, other than cafeteria and registered nurse employees (who are not affected by vacation scheduling) as follows:

(a) Two weeks for employees working for the District for from one to four years, as hereinafter defined.

(b) Three weeks for employees working for the District for from five to nine years, as hereinafter defined.

(c) Four weeks for employees working for the District for ten or more years, as hereinafter defined.

(2) In cases of employee's death, all unused vacation leave shall be paid to the beneficiary and/or estate of the employee.

(3) For the purpose of determining vacation time, other than in the first year of employment, any full time employee shall be deemed to have commenced his employment with the District: (1) on the previous July 1st, in the case of an employee whose employment commenced between July 1st and December 31st; or (2) on the next succeeding July 1st, in the case of any other employee.

(4) Vacations may be granted (for custodial employees) during summer, spring or winter recess, subject to the approval of the employee's immediate supervisor and the Superintendent.

(5) Vacation may be taken (for clerical employees) any time during the year

subject to the approval of the employee's immediate supervisor and the superintendent.

(6) In the first year of employment, vacation time shall be pro-rated on a ten-month basis.

(7) Payment for earned vacation may be paid in advance on the last workday prior to the commencement of the employee's vacation period, if he has requested same at the time of his submission of notice requesting a particular vacation period.

(8) Employees may accumulate up to a maximum of 30 days of vacation time in any given school year. The Superintendent may, at his discretion, extend the 30-day maximum.

Section B. TERMINATION OF EMPLOYMENT. All employees shall be required to submit at least two (2) weeks written notice to their respective supervisor prior to leaving the employment of the District. Any accumulated vacation time shall be paid to the employee on the date of termination of employment. However, any employee who shall fail to give such notice, in addition to any other rights of the District, shall not receive his accumulated vacation pay for a period of two weeks from his last day of employment.

ARTICLE 7 - LEAVES

Section A. SICK LEAVE

(1) Each full-time Registered Nurse, Clerical and Custodial employee shall receive 12 days per year sick leave without loss of benefits or deduction of salary. Any unexpended part of such sick leave may be accumulated but such accumulation is not to exceed 160 days. Employees hired subsequent to 6/30/93 will be limited to a total accumulation of one hundred (100) sick days.

(2) Each full-time cafeteria employee shall receive eleven (11) days per year sick leave without loss of benefits or deduction of salary. Any unexpended part of such sick leave may be accumulated, but such accumulation is not to exceed one hundred (100) days.

(3) Sick leave is defined as leave for personal illness or for illness in the employee's immediate family requiring the employee's presence at home. Satisfactory medical certificates may be required by the District. At the beginning of each school year, employees will receive an annual statement showing the number of sick days accumulated.

(4) Full-time employees or their beneficiary and/or estate shall receive from the District, upon separation, or death, fifty (50%) percent of the value of their accumulated sick leave. This provision shall not apply in the event the employee is discharged for cause.

Section B. CATASTROPHIC SICK LEAVE

(1) In the event that an employee shall suffer an incapacitating illness or accident, catastrophic leave will commence at either the earlier of: (a) the completion of a waiting period of fifty (50) calendar days, in the case of an employee who has not accumulated fifty (50) days of sick leave, or (b) the date upon which fifty (50) accumulated sick leave days has been expended, in the case of any employee who has accumulated fifty (50) days' sick leave.

In the event that an employee shall suffer a second incapacitating illness or accident, catastrophic leave will commence at either the earlier of: (a) the completion of a waiting period of sixty (60) calendar days, in the case of an employee who has not accumulated sixty (60) days of sick leave, or (b) the date upon which sixty (60) accumulated sick leave days has been expended, in the case of any employee who has accumulated sixty (60) days' sick leave.

In the event that an employee shall suffer more than two incapacitating illness or accident, catastrophic leave will commence at either the earlier of: (a) the completion of a waiting period of seventy (70) calendar days, in the case of an employee who has not accumulated seventy (70) days of sick leave, or (b) the date upon which seventy (70) accumulated sick leave days has been expended, in the case of any employee who has accumulated seventy (70) days' sick leave. Any catastrophic sick leave after the first two leaves shall be subject to the Superintendent's approval.

(2) Except for cafeteria employees, for whom provision is separately made below, the duration of such sick leave will not extend past one hundred eighty (180) consecutive working days. Should disability carry over the next school year, extended coverage would likewise carry over.

(3) An incapacitating illness is one that is under treatment by a physician and which, by the school physician's recommendation, makes it inadvisable for the person afflicted to continue working.

(4) Except for cafeteria employees, for whom provision is separately made below, an employee on permanent appointment shall receive the full benefit, when deemed necessary by the school physician of one hundred eighty (180) consecutive working days' leave. However, in the case of an employee on a provisional appointment, who was not to be placed on a permanent basis, the extended sick benefit will not carry beyond the probationary period.

(5) Extended sick leave shall be granted when necessary to any person who has worked a minimum of ten (10) days as a regular member of the staff. Where Workers' Compensation is involved, the Board reserves the right to use the following formula of payment: Salary minus Workers' Compensation payments. Extended sick leave shall be granted only once to any one person during a school year, except where it seems reasonable to the Board of

Education to grant further time.

(6) If an employee is still unable to return to work at the expiration of sick leave and catastrophic leave benefits, he shall be granted an unpaid leave of absence of up to two years. It is understood that the leave terminates if the employee accepts employment elsewhere.

(7) Cafeteria employees shall be granted sick leave for the balance of any school year in which any such employee becomes disabled, but only for such school year.

(8) Notwithstanding any other provision in this Article, salary for catastrophic sick leave shall be paid at 85% of the employee's base salary.

Section C. PERSONAL LEAVE

(1) Four (4) personal business days per year will be allowed to all Registered Nurses, Clerical and Custodial employees without deduction upon prior notice to the employee's immediate supervisor and the Superintendent.

(2) No personal business days shall be granted to any employee for reasons set forth below except when specifically authorized by the Superintendent.

- (a) Day before or after a holiday
- (b) Contiguous with vacation leave
- (c) No more than one (1) day for each occurrence

(3) In the case of cafeteria employees, three (3) days of the eleven (11) days sick leave may be used for personal days, upon notice to the School District Lunch Manager. Days taken for sick leave and personal days are to be paid at the rate of the individual's normal workday.

(4) Personal days will be cumulative as sick leave the following year in the event they are not used, and will be included in the annual statement of accumulated leave.

Section D. DEATH IN THE FAMILY. In cases of death in the family (defined as parents, aunts, uncles, parents-in-law, guardians, grandparents, grandparents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, wife, husband, children or relatives living with and dependent upon the family), the employee shall be allowed the number of days absence required, not to exceed five (5) consecutive days for each occurrence without deduction of salary.

Section E. INCLEMENT WEATHER (CUSTODIAL EMPLOYEES ONLY). Employees not reporting to work on days upon which schools are closed as a result of inclement weather will be charged with sick leave, or, if no sick leave has been accumulated, a vacation day, or, if no vacation days have been accumulated, docked from their salary.

ARTICLE 8- JURY DUTY

Employees who are selected for jury duty on a non-voluntary basis shall suffer no loss of benefits. Any remuneration received by such employees over and above his expenses for transportation shall be remitted to the District.

ARTICLE 9- HOLIDAYS

Section A. All full-time clerical and custodial employees shall be entitled to the following paid holidays during each school year:

- | | |
|----------------------------------|-----------------------|
| Independence Day | Day before Christmas |
| Labor Day | Christmas Day |
| Columbus Day | Day before New Years |
| Veterans Day | New Years Day |
| Yom Kippur | Washington's Birthday |
| Thanksgiving Day | Good Friday |
| Day following Thanksgiving | Memorial Day |
| Martin Luther King, Jr. Birthday | |

Section B. All full-time cafeteria employees shall be entitled to the following paid holidays during each school year:

- | | |
|------------------------|---------------------------------|
| Columbus Day | Washington's Birthday |
| Veterans Day | Good Friday |
| Thanksgiving Day | Memorial Day |
| Day after Thanksgiving | Martin Luther King Jr. Birthday |

Section C. Any adjustments in Sections A and B above shall be by mutual agreement.

ARTICLE 10- WORKWEEK

Section A. CUSTODIAL EMPLOYEES. The workweek shall consist of thirty-seven and a half (37 ½) hours per week for all full-time custodial employees. Notwithstanding the above, effective for the months of July and August only, the workweek shall be Monday through Thursday from 7:00 a.m. to 4:35 p.m. with two (2) ten (10) minute breaks and one-half (1/2) hour lunch break.

Section B. CAFETERIA EMPLOYEES. When the school cafeteria is in full operation requiring the staffing of employees, then the following shall apply:

- (1) All employees who worked in 1970-71 shall be guaranteed six and a half (6 1/2) hours per day.

(2) Elementary Schools. Cafeteria employees in the elementary schools will work one hundred eighty (180) days during the year, inclusive of the above listed holidays.

(3) Secondary Schools.

(a) Cafeteria employees in the middle school will work one hundred eighty (180) days during the year, inclusive of the above listed holidays.

(b) Cafeteria employees in the high school will work one hundred eighty (180) days during the year, inclusive of the above listed holidays.

Section C. CLERICAL EMPLOYEES. The workweek for full-time clerical employees shall be thirty-five (35) hours per week, except that during the months of July and August and during the Spring, Christmas, and mid-winter recesses, the work week shall be twenty-five (25) hours per week, such hours to be from 8 A.M. to 1 P.M. Notwithstanding the above, effective for the months of July and August only, the workweek shall be Monday through Thursday from 8:00 A.M. to 2:30 P.M. with one-half (1/2) hour for lunch or break time.

Section D. REGISTERED NURSES. The workweek for full-time Registered Nurses shall basically conform to the teacher schedule except as follows:

(1) Registered nurses must report to their work assignments 15 minutes before the official school day begins and remain in the school 15 minutes after the school day ends.

(2) Registered Nurses are not permitted to leave the school building during their lunch period unless authorized by the building principal.

Section E. WORKWEEK. The workweek shall be Monday through Friday.

ARTICLE 11- WORKERS' COMPENSATION

Section A. As per the Workers' Compensation Law of the State of New York.

Section B. Any compensation checks received for loss of time will reimburse the sick bank of an employee on a pro-rated basis.

ARTICLE 12- RESPONSIBILITY

Section A. All employees shall be directly responsible to either their immediate supervisor or the Superintendent or his designee.

Section B. For Custodial Employees only, the Plant Facilities Administrator shall discuss work assignments in a building with the Head or chief Custodian, who is responsible for that building, prior to the performance of such work, except when emergency situations prevent such discussions.

ARTICLE 13- PLACEMENT OF PERSONNEL

Section A. All full-time employees, including all hourly food service workers, hired prior to January 1st, will be eligible for a step increment as of the following July 1st. Employees hired on or after January 1st will not be eligible for a step increment until the July 1st of the following year.

Section B. The District will make every effort to initially place new employees on Step 1 of the salary schedule. However, the Association recognizes that there will be circumstances that require initial placement on a step higher than one (1) because of the new employee's previous experience, salary history, and the needs of the District. A copy of this Agreement shall be provided to all new employees at time of appointment.

Section C. A full-time employee who receives a promotion shall be placed upon a step of the new title which represents an increase in salary of at least one increment.

ARTICLE 14- NEW POSITIONS AND VACANCIES

Section A. The Association President shall be notified immediately of any vacancy or new position to be filled. This notice shall be given to the President upon the posting of such vacancy or new position, and the posting shall remain open for at least five days prior to the filling of such new or vacant position. Present employees of the District are to be given preference in filling such positions or vacancies and the qualifications as posted will be on the basis and in accordance with the standards established by the Suffolk County Civil Service Commission.

Section B. Where qualifications are equal, seniority will then be the basis for appointment to any vacancy or new position. The District agrees to notify the Association President of the name of the person so appointed to such vacancy or new position simultaneously with the assignment of the employee.

Section C. The District and the Association shall mutually agree to salary schedule specifically affecting new positions.

Section D. All cafeteria work provided by the District that is in addition to work performed during the regular workweek and that requires additional work hours shall be first offered to full-time cafeteria employees.

ARTICLE 15- INSURANCE

All full-time employees should be provided with the following insurance:

Section A. LIFE INSURANCE. All full-time employees shall be given a death benefit under the applicable New York State Employees Retirement Benefit Plan.

Section B. MEDICAL INSURANCE

The District shall pay the premium for such employees choice of Major Medical and Statewide, GHI, or HIP Health and Accident Insurance as follows: 94% for individual and 90% for family.

Employees enrolled under the District's Health Insurance Program may voluntarily participate, if they qualify, in the Health Insurance Buy-Back Program, as follows. This benefit will be payable semi-annually (January and May in arrears) and prorated if necessary:

\$3,500 for disenrollment from the family plan; or
\$2,000 for disenrollment from the family plan to individual plan; or
\$1,500 for disenrollment from individual plan.

This voluntary option cannot be changed during the plan year unless the employee experiences a change in family status, such as divorce, death, change in spouse's employment status or marriage. If an employee opts to return to the Health Insurance Program and/or separates employment from the District that employee shall be entitled to a pro-rated portion of the \$3,500/\$2,000/\$1,500.

Section C. DENTAL INSURANCE

(1) All full-time employees shall be entitled to dental insurance as provided by the District for all School District employees. The District's dollar contribution shall be \$45,000 per school year.

(2) Subject to the approval of the Board of Education, and as a result of negotiations, the Association may elect to transfer to a different dental program other than the one in existence on July 1, 1992. However, it shall be understood that the contribution cost to the District shall not exceed the dollar amount in effect at the time of such transfer to a new plan. This may also include the Association receiving the District's dollar contribution so as to provide its own coverage to its members.

ARTICLE 16- RETIREMENT/INCENTIVE PROGRAM

Section A. The District shall assume the entire payment of the employee's contribution to the N. Y. S. Retirement System - the 1/60th Plan. The District shall provide all Tier benefits as mandated by the N.Y.S. Employees Retirement System.

Section B. Any employee who is eligible to retire with pension benefits pursuant to the New York State Retirement System shall receive the following:

(1) Employees who elect to retire pursuant to this provision shall receive 55% of the value of their accumulated sick leave and not be eligible for any other terminal leave provision.

(2) Four Hundred (\$400) Dollars per year for each year of employment service to the District, up to a maximum of Twelve Thousand (\$12,000) Dollars.

Section C. No more than two (2) from Cafeteria, based on employees' seniority with the District, per year.

Section D. Employees electing to retire shall notify the Superintendent of Schools no later than sixty (60) days prior to the date of retirement.

Section E. The District shall make application to the N.Y.S. Retirement System for inclusion of those eligible employees to participate in the 75i plan of the Retirement System. The effective date of such inclusion shall take place after July 1, 1989 or as may be deemed appropriate by Retirement System following said date.

Section F. Effective 7/1/92, the District shall enter into an individual contract with each retiring bargaining unit member. The terms of such contract shall provide 100% District paid individual health insurance and 35% District paid family health insurance for each individual who retires from District service after 7/1/92. This benefit will terminate ten years from the effective date of resignation for retirement purposes.

ARTICLE 17- OVERTIME

Section A. Authorized overtime shall be paid at the rate of time and one-half except that authorized overtime on Sundays and holidays shall be paid at the rate of two times the regular hourly rate.

Section B. Custodians called out during Monday through Friday shall receive a minimum of three (3) hours' pay at time and one-half.

Section C. Chaperoning shall be compensated at the same rate as provided in the 1999-

2002 teachers' agreement. The employee will be afforded the benefit only upon exhaustion of the teacher chaperon list.

ARTICLE 18- DIFFERENTIALS (FOR CUSTODIAL AND CAFETERIA EMPLOYEES ONLY)

Section A. An additional five (5%) percent for each position will be paid to all custodial employees who start their normal work shift at 3 P.M. or later.

Section B. Cafeteria personnel shall also receive the five (5%) percent differential for evening assignments.

Section C. The night man in the secondary building shall be senior custodian in charge. An additional salary of five (5%) percent of his base salary shall be paid to him while he is assigned to such position.

Section D. On weekends and holidays, call outs of custodial employees shall be for a minimum of three (3) hours, except for routine building checks.

Section E. An additional ten (10%) percent for each custodial position will be paid to all custodial employees who start their normal shift at 11 P.M. or later.

Section F. Building checks shall be paid for at the rate of Twenty (\$20.00) Dollars for elementary, middle school and high school buildings. Work needed to be done will be paid for at the regular rate.

ARTICLE 19-SPECIAL GEAR (FOR CUSTODIAL EMPLOYEES ONLY)

Section A. The District shall provide adequate foul-weather gear for its custodial, maintenance and grounds staff for use during inclement weather only.

Section B. The Superintendent and/or his designee shall provide safety shoes, safety goggles, coveralls and other safety gear to those employees who require these items, no later than August 31st of each school year.

Section C. The Superintendent and/or his designee shall be responsible in determining the required amount of such foul weather gear and safety gear and its distribution to those employees working in the District.

Section D. Foul weather and safety gear shall be maintained in suitable locations designated by the Superintendent and/or his designee and returned to such location by the employee upon completion of his work task. It shall not be removed from school grounds without prior approval.

Section E. Winter jackets will be provided for all custodial, all maintenance, and all grounds personnel and replaced on an as needed basis.

ARTICLE 20- UNIFORM ALLOWANCE (FOR CAFETERIA EMPLOYEES ONLY)

All full-time cafeteria employees shall be reimbursed up to the One Hundred Seventy-five (\$175) Dollars per school year for uniforms and shoes after submitting receipts to the District for items purchased.

ARTICLE 21- IN-SERVICE COURSE

Section A. FOR CUSTODIAL EMPLOYEES ONLY. One in-service course is to be provided by the District for custodial employees, such course to be selected by the Board of Education.

Section B. FOR CAFETERIA EMPLOYEES ONLY. There will be an on-the-job training course given to all employees by the School Lunch Manager. This will take place before school begins in September and will be a one-day session for all employees.

ARTICLE 22- CHILD CARE LEAVE

Section A. A child care leave of absence, without pay, shall be granted to full-time non-instructional employees who are prospective parents for a period of time not to exceed two (2) years after the employee has completed one (1) full year of satisfactory service in the District.

Section B. Employees shall notify the Superintendent as soon as they become aware that they will require child care leave.

Section C. Employees granted child care leave may return to employment after birth of the child, provided they give a sixty (60)-day minimum written notice to the Superintendent of their intention to return to employment in the District. Employees may also elect to remain on such leave for the maximum two (2) year period commencing from the time the leave began.

Section D. It is the obligation of the employees to notify the Superintendent of their intention to remain on child care leave for the maximum period in accordance with Sections A and C above. The employees must, prior to their return to employment and prior to the completion of their two-year child care leave, notify the Superintendent sixty (60) calendar days in advance of their intention to return to the District. Failure to notify the Superintendent shall be considered a voluntary resignation.

Section E. In unusual and/or emergency cases, the Board may, at its discretion, waive all of the provisions with respect to child care leave, provided, however, that the employee notifies the Superintendent of her or his intent to return earlier than previously expected, and the reasons

therefor.

ARTICLE 23- EVALUATION

Any complaints regarding a non-instructional employee made to the District Administration by any parent, student, supervisor, or other person will be promptly called to the employee's attention. The employee will have the opportunity to respond to such complaints. If the record of the complaint is filed in the employee's record, his/her response will also be filed in the record.

ARTICLE 24- FACILITIES (FOR CLERICAL EMPLOYEES ONLY)

Section A. Every effort shall be made to provide clerical staff with adequate facilities for parking, lounge area and rest rooms. No clerical employee shall be expected to work ALONE in any building at any time.

Section B. Every effort shall be made to provide a lunch area in each school building for its employees. The District shall, at all time, have complete control and discretion in providing such facilities.

ARTICLE 25 - EMERGENCY SCHOOL CLOSING (FOR CLERICAL AND CAFETERIA EMPLOYEES ONLY)

In the event that school is closed due to an emergency such as a snow day, cafeteria and clerical employees will not be required to report to work. In the event that cafeteria employees are called to work and then go home because of any emergency, they will be paid for a full day.

If, by reason of snow days in the calendar not being utilized, other district employees receive a day off in the Spring, then members of this bargaining unit shall receive this day off as well.

ARTICLE 26- EMERGENCY BUILDING EVACUATION

Section A. All employees shall be required to accept and follow the directions of the school principal in the event of any emergency school evacuation.

Section B. In the event that any District building is evacuated and students dismissed due to bomb scares, storms, fire, or a like emergency, all cafeteria and clerical employees in that particular building will be dismissed.

ARTICLE 27- MISCELLANEOUS (CAFETERIA EMPLOYEES ONLY)

Section A. All full-time employees shall be entitled to a 30-minute lunch period.

Section B. Towel service will be provided for all schools.

Section C. On promotions - employee would go across to nearest step, plus one step, giving an increase of at least twenty-five (\$.25) cents per hour.

Section D. Cafeteria employees required to work "outside functions" shall be paid time and one-half rate.

Section E. Cafeteria employees shall receive fifty (\$.50) cents per hour for temporary work in a higher position. Employees who work three months or more out of title shall receive seventy-five (\$.75) cents per hour.

ARTICLE 28- MANDATORY TRAINING

The District will reimburse full-time employees for expenses related to mandatory training required by State Regulations with the prior approval of the Superintendent of Schools.

ARTICLE 29 - SALARIES

The following percentages shall be applied to the salary schedules:

- Effective July 1, 2003 – 3%
- Effective July 1, 2004 – 3%
- Effective July 1, 2005 – 3%

ARTICLE 30- LONGEVITY

Section A. Employees other than Registered Nurses shall receive the following longevity increases for services to the District:

	2003-04	2004-05	2005-06
17 th year	800	800	800
20 th year	900	900	900
23 rd year	1000	1000	1,000

Section B. Cafeteria workers shall receive the following longevity increases for services to the District:

	2003-04	2004-05	2005-06
17 th year	677	677	677
20 th year	750	750	750
23 rd year	883	883	883

Section C. Registered Nurses shall receive the following longevity increases for services to District:

	2003-04	2004-05	2005-06
5 th year	750	750	750
10 th year	850	850	850
15 th year	950	950	950
20 th year	1,000	1,000	1,000

ARTICLE 31-- TAX-SHELTERED ANNUITY

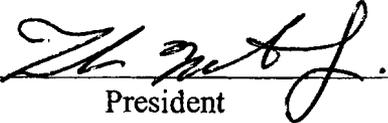
The District shall make available to all unit members the tax-sheltered annuity program in which the District currently participates, or a comparable program.

ARTICLE 32 - CONTINUING EDUCATION

Registered nurses shall receive one day leave with pay per year for the purpose of continuing education. The continuing education seminar must be approved in advance by the Superintendent and proof of attendance provided to the Superintendent.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this ___th day of _____, 2004

C.S.E.A., LOCAL 1000, A.F.S.C.M.E.,
AND IS COMSEWOGUE FULL-
TIME NON-INSTRUCTIONAL UNIT

By: 
President

By: 
Labor Relations Specialist

BROOKHAVEN-COMSEWOGUE
UFSD

By: 
Superintendent of Schools

By: 
President, Board of Education

**COMSEWOGUE SCHOOL DISTRICT
CLERICAL WORKERS SALARY SCHEDULE**

2003-04

	I	II	III	IV	V	VI	VII	VIII	IX
STEP	SWITCHBD., CLK/TYPIST	STENO	SR. CLK. TYPIST & ACCT. CLK., OFF. APPS. SP	PRINC. CLERK & SR. STENO	PRINCIPAL STENO	SR. ACCT. CLERK	NETWORK SYSTEMS TECHNICIAN	MAIL CLERK	ADMIN. ASSISTANT
1	30,831	32,587	33,910	34,170	34,302	34,433	37,201	27,663	36,112
2	31,910	33,727	35,096	35,367	35,503	35,638	38,502	28,631	37,376
3	32,614	34,433	35,944	36,374	36,590	36,804	39,232	29,377	38,460
4	33,338	35,154	36,812	37,295	37,535	37,775	39,970	30,140	39,666
5	34,074	35,889	37,702	38,300	38,599	38,898	40,727	30,923	40,871
6	34,878	36,692	38,664	39,384	39,744	40,103	41,527	31,726	42,198
7	35,699	37,491	39,630	40,473	40,892	41,311	42,331	32,552	43,524
8	36,477	38,292	40,590	41,404	41,811	42,219	43,127	33,399	44,995
9	37,276	39,092	41,549	42,337	42,729	43,119	43,927	34,267	46,165
10	38,078	39,892	42,507	43,266	43,645	44,026	44,887	35,157	47,366

**COMSEWOGUE SCHOOL DISTRICT
CLERICAL WORKERS SALARY SCHEDULE**

2004-05

	I	II	III	IV	V	VI	VII	VIII	IX
STEP	SWITCHBD., CLK/TYPIST	STENO	SR. CLK. TYPIST & ACCT. CLK., OFF. APPS. SP	PRINC. CLERK & SR. STENO	PRINCIPAL STENO	SR. ACCT. CLERK	NETWORK SYSTEMS TECHNICIAN	MAIL CLERK	ADMIN. ASSISTANT
1	31,756	33,565	34,927	35,195	35,331	35,466	38,317	28,493	37,195
2	32,868	34,739	36,149	36,428	36,568	36,707	39,658	29,490	38,497
3	33,592	35,466	37,022	37,466	37,687	37,908	40,409	30,258	39,614
4	34,338	36,209	37,917	38,414	38,661	38,909	41,169	31,044	40,856
5	35,097	36,966	38,833	39,449	39,757	40,065	41,949	31,850	42,098
6	35,924	37,792	39,824	40,566	40,936	41,306	42,772	32,678	43,464
7	36,770	38,616	40,819	41,687	42,119	42,551	43,601	33,529	44,829
8	37,572	39,441	41,808	42,646	43,065	43,485	44,421	34,401	46,344
9	38,394	40,264	42,796	43,607	44,010	44,412	45,245	35,295	47,550
10	39,220	41,089	43,782	44,564	44,955	45,347	46,234	36,212	48,787

**COMSEWOGUE SCHOOL DISTRICT
CLERICAL WORKERS SALARY SCHEDULE**

2005-06

	I	II	III	IV	V	VI	VII	VIII	IX
STEP	SWITCHBD., CLK/TYPIST	STENO	SR. CLK. TYPIST & ACCT. CLK., OFF. APPS. SP	PRINC. CLERK & SR. STENO	PRINCIPAL STENO	SR. ACCT. CLERK	NETWORK SYSTEMS TECHNICIAN	MAIL CLERK	ADMIN. ASSISTANT
1	32,709	34,572	35,975	36,251	36,391	36,530	39,466	29,347	38,311
2	33,854	35,781	37,234	37,521	37,665	37,808	40,847	30,375	39,652
3	34,600	36,530	38,133	38,590	38,818	39,045	41,621	31,166	40,802
4	35,368	37,295	39,054	39,567	39,821	40,076	42,404	31,975	42,082
5	36,150	38,075	39,998	40,632	40,950	41,267	43,208	32,806	43,361
6	37,002	38,926	41,019	41,783	42,164	42,545	44,055	33,658	44,768
7	37,873	39,774	42,044	42,938	43,382	43,827	44,909	34,535	46,174
8	38,699	40,624	43,062	43,925	44,357	44,790	45,754	35,433	47,735
9	39,546	41,472	44,080	44,915	45,331	45,745	46,603	36,354	48,976
10	40,397	42,321	45,096	45,901	46,303	46,708	47,621	37,298	50,250

**COMSEWOGUE SCHOOL DISTRICT
CUSTODIAL WORKERS SALARY SCHEDULE
2003-04**

STEP	CUSTODIAL WORKER	GROUNDS KEEPER	MAINT. MECHANIC II	ELEM. HEAD CUST & GRNDS. HEAD	MDL. SCH. CHIEF CUST	MAINT. MECHANIC III	H.S. CHIEF CUSTODIAN
1	33,407	34,083	37,201	38,719	40,731	41,239	42,757
2	34,576	35,275	38,502	40,074	42,157	42,682	44,254
3	35,294	35,978	39,232	40,803	42,885	43,405	44,978
4	36,028	36,691	39,970	41,541	43,622	44,145	45,718
5	36,774	37,421	40,727	42,296	44,385	44,887	46,457
6	37,582	38,224	41,527	43,098	45,179	45,685	47,257
7	38,382	39,025	42,331	43,899	45,980	46,487	48,056
8	39,182	39,823	43,127	44,699	46,781	47,289	48,859
9	39,982	40,625	43,927	45,499	47,577	48,089	49,660
10	40,940	41,582	44,887	46,457	48,543	49,048	50,621

**COMSEWOGUE SCHOOL DISTRICT
CUSTODIAL WORKERS SALARY SCHEDULE
2004-05**

STEP	CUSTODIAL WORKER	GROUNDS KEEPER	MAINT. MECHANIC II	ELEM. HEAD CUST & GRNDS. HEAD	MDL. SCH. CHIEF CUST	MAINT. MECHANIC III	H.S. CHIEF CUSTODIAN
1	34,409	35,105	38,317	39,880	41,953	42,476	44,040
2	35,613	36,334	39,658	41,276	43,422	43,963	45,582
3	36,353	37,057	40,409	42,028	44,172	44,707	46,327
4	37,109	37,791	41,169	42,787	44,930	45,469	47,089
5	37,877	38,544	41,949	43,565	45,716	46,234	47,851
6	38,709	39,371	42,772	44,391	46,534	47,055	48,675
7	39,533	40,195	43,601	45,216	47,360	47,882	49,497
8	40,358	41,018	44,421	46,040	48,184	48,708	50,325
9	41,181	41,844	45,245	46,864	49,004	49,531	51,150
10	42,169	42,830	46,234	47,851	49,999	50,519	52,140

**COMSEWOGUE SCHOOL DISTRICT
CUSTODIAL WORKERS SALARY SCHEDULE
2005-06**

STEP	CUSTODIAL WORKER	GROUNDS KEEPER	MAINT. MECHANIC II	ELEM. HEAD CUST & GRNDS. HEAD	MDL. SCH. CHIEF CUST	MAINT. MECHANIC III	H.S. CHIEF CUSTODIAN
1	35,442	36,158	39,466	41,077	43,212	43,751	45,361
2	36,682	37,424	40,847	42,515	44,724	45,282	46,949
3	37,443	38,169	41,621	43,288	45,497	46,049	47,717
4	38,222	38,925	42,404	44,071	46,278	46,833	48,502
5	39,014	39,700	43,208	44,872	47,088	47,621	49,286
6	39,870	40,552	44,055	45,723	47,930	48,467	50,135
7	40,719	41,401	44,909	46,572	48,780	49,318	50,982
8	41,568	42,248	45,754	47,421	49,629	50,169	51,835
9	42,416	43,099	46,603	48,270	50,474	51,017	52,685
10	43,434	44,114	47,621	49,286	51,499	52,035	53,704

**COMSEWOGUE SCHOOL DISTRICT
CAFETERIA WORKERS SALARY SCHEDULE**

2003-04 HOURLY RATE

STEP	COOK	ASSISTANT COOK	FOOD SERVICES WORKER
1	13.48	12.30	11.21
2	13.88	12.60	11.56
3	14.31	12.99	11.90
4	14.73	13.35	12.30
5	15.14	13.77	12.64
6	15.64	14.30	13.10
7	15.99	14.68	13.57
8	16.46	15.09	13.93

**COMSEWOGUE SCHOOL DISTRICT
CAFETERIA WORKERS SALARY SCHEDULE**

2004-05 HOURLY RATE

STEP	COOK	ASSISTANT COOK	FOOD SERVICES WORKER
1	13.89	12.67	11.54
2	14.30	12.97	11.90
3	14.74	13.38	12.25
4	15.17	13.75	12.67
5	15.60	14.18	13.02
6	16.10	14.73	13.49
7	16.47	15.12	13.97
8	16.95	15.54	14.34

**COMSEWOGUE SCHOOL DISTRICT
CAFETERIA WORKERS SALARY SCHEDULE**

2005-06 HOURLY RATE

STEP	COOK	ASSISTANT COOK	FOOD SERVICES WORKER
1	14.30	13.05	11.89
2	14.73	13.36	12.26
3	15.18	13.78	12.62
4	15.63	14.16	13.05
5	16.06	14.61	13.41
6	16.59	15.17	13.90
7	16.96	15.57	14.39
8	17.46	16.01	14.77

**COMSEWOGUE SCHOOL DISTRICT
NURSES SALARY SCHEDULE**

2003-04	2004-05	2005-06
33,242	34,239	35,267

