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Contract Database Metadata Elements

Title: **Brookhaven-Comsewogue Union Free School District and Comsewogue Part-Time Non-Instructional Unit, CSEA Local 1000, AFSCME, AFL-CIO, Suffolk County Educational Local 870 (2006)**

Employer Name: **Brookhaven-Comsewogue Union Free School District**

Union: **Comsewogue Part-Time Non-Instructional Unit, CSEA, AFSCME, AFL-CIO**

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

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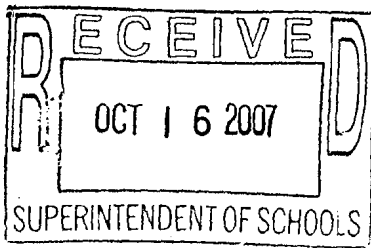
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PT / 8483

AGREEMENT

by and between the
BROOKHAVEN-COMSEWOGUE
UNION FREE SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME,
AFL-CIO

CSEA
Comsewogue Part-Time Non-Instructional Unit
Suffolk County Educational Local 870

July 1, 2006 — June 30, 2011

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

250

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ARTICLE I - PREAMBLE

The Board of Education of the Brookhaven-Comsewogue Union Free School District ("the District") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, the recognized Union by the Part-Time Non-Instructional Unit of Local 870 CSEA/AFSCME ("the Association"), firmly believe that it is important to encourage effective and harmonious working relations among the Board of Education (the "Board"), the executive office of the Superintendent and the Part-Time Non-Instructional Employees of the District, so that the best educational interests 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 Part-Time Non-Instructional staff members.

ARTICLE II - RECOGNITION

By virtue of satisfactory evidence submitted by the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, the recognized Union by the Part-Time Non-Instructional Unit of Local 870 CSEA/AFSCME, to the Board, in the form of signed designation cards stating that the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, does represent the majority of the Part-Time Non-Instructional employees in the District, the Board hereby recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, as the exclusive agent for negotiation and settlement of grievances for all Part-Time Non-Instructional Employees in a bargaining unit that excludes all other District employees. The Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, 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.

ARTICLE III - NEGOTIATION PROCEDURES

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 education 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 be negotiated without the consent of both parties until the regularly scheduled negotiations meeting.

B. This Agreement shall remain in full force until June 30, 2011, or until altered by mutual agreement in writing, between the parties.

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

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 IV - GRIEVANCES

A. PURPOSE

The purpose of this procedure is to provide for the settlement of certain differences between the District, the office of the Superintendent, and the Part-Time Non-Instructional Employees of the District through procedures under which such employees may present grievances for settlement on an equitable basis.

B. DEFINITIONS

1. "Grievance" 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 Part-Time Non-Instructional 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 of supervisory responsibility over a Part-Time Non-Instructional Employee of the District.

C. PROCEDURE

1. First Procedural Stage: This shall consist of the employee's presentation of his/her grievance in writing to his/her immediate supervisor, who shall then, to such extent as he/she may deem appropriate, consult with his/her superiors. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis; provided, however, that a grievance shall be waived unless it is presented in writing within thirty (30) days of the date the employee learned 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. If such grievance is not satisfactorily resolved within five (5) days of presentation at the first stage, such employee may proceed to the second stage.

2. Second Procedural Stage: This shall consist of a request by the aggrieved employee for a review and determination of his/her grievance by the Superintendent, or his/her designee. In such case, the aggrieved employee and his/her immediate supervisor shall each submit to the Superintendent, or his/her designee, a written statement setting forth the specific nature of the grievance and the facts relating thereto. Thereupon, the Superintendent, or his/her designee, shall at the request of the employee hold an informal hearing within five (5) days of such request, at which the employee and his/her representative, if any, may appear and present oral and written statements or arguments. The final determination of the second stage of his/her grievance proceedings shall be made by the Superintendent, or his/her designee, within five (5) days of the conclusion of the said hearing.

3. Appellate Stage

(a) The President of the Board shall appoint one or more Public Employee Grievance Boards from the members of the Board, consisting of three members each who shall serve at his/her pleasure.

(b) Any aggrieved employee may appeal to this Public Employee Grievance Board from a determination by the Superintendent or his/her designee, made in accordance with the provisions of this section. Such employee shall be granted a hearing before the Board on such appeal within ten (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 a 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 report.

(d) The report of the Board shall contain a statement of the Board's findings of fact, conclusions and advisory recommendations. The Board shall send a copy of its said report to each aggrieved employee involved, his/her representative (if any), the Superintendent and the President of the Board, no later than ten (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/her 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 CSEA Labor Relations Specialist (hereinafter referred to as the "Association Representative") submit his/her grievance to arbitration.

(b) The Association and the Board 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 Representative 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/her representative within twenty (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/her 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.

ARTICLE V - RIGHTS OF PART-TIME NON-INSTRUCTIONAL PERSONNEL TO REPRESENTATION

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

ARTICLE VI - DUES DEDUCTIONS

A. CSEA Dues - 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.

B. 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.

C. Agency Shop

1. All part-time members of the bargaining unit, as defined by the recognition clause of this Agreement, who are not members of the Association, shall within thirty (30) days after the 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 shall 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 Section 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.

D. 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.

ARTICLE VII- WORKERS' COMPENSATION

Any compensation checks received for loss of time will reimburse the sick bank of an employee on a prorated basis.

ARTICLE VIII- SALARIES

A. SALARIES – NON-FOOD SERVICE WORKERS

Salaries

7/1/06	\$11.30 per hour
7/1/07	\$11.66 per hour
7/1/08	\$12.03 per hour
7/1/09	\$12.40 per hour
7/1/10	\$12.80 per hour

Longevity Increases

After 5 Years of Service	+\$0.50 per hour
After 10 Years of Service	+\$1.00 per hour
After 15 Years of Service	+\$0.70 per hour

All Non-Food Service Workers hired prior to 7/1/00 shall receive a five year longevity raise even if those employees do not have five years of service. The minimum number of hours to qualify as a year of service is 540 hours.

B. HOURLY RATE - FOOD SERVICE WORKERS

<u>STEPS</u>	<u>'06-'07</u>	<u>'07-'08</u>	<u>'08-'09</u>	<u>'09-'10</u>	<u>'10-'11</u>
1	\$11.51	\$11.88	\$12.26	\$12.64	\$13.04
2	\$11.97	\$12.35	\$12.75	\$13.15	\$13.57
3	\$12.32	\$12.71	\$13.12	\$13.53	\$13.96
4	\$12.73	\$13.14	\$13.56	\$13.98	\$14.43
5	\$13.12	\$13.54	\$13.97	\$14.40	\$14.86
6	\$13.49	\$13.92	\$14.37	\$14.82	\$15.29
7	\$13.98	\$14.43	\$14.89	\$15.35	\$15.84
8	\$14.49	\$14.95	\$15.43	\$15.91	\$16.42
9	\$14.87	\$15.35	\$15.84	\$16.33	\$16.85
10	\$15.33	\$15.82	\$16.33	\$16.84	\$17.38
11	\$15.73	\$16.23	\$16.75	\$17.27	\$17.82
12	\$16.13	\$16.65	\$17.18	\$17.71	\$18.28

C. HOURLY RATE - LEAD FOOD SERVICE WORKER

<u>STEPS</u>	<u>'06-'07</u>	<u>'07-'08</u>	<u>'08-'09</u>	<u>'09-'10</u>	<u>'10-'11</u>
1	\$12.62	\$13.02	\$13.44	\$13.86	\$14.30
2	\$13.12	\$13.54	\$13.97	\$14.40	\$14.86
3	\$13.47	\$13.90	\$14.35	\$14.80	\$15.27
4	\$13.87	\$14.31	\$14.77	\$15.23	\$15.72
5	\$14.24	\$14.70	\$15.17	\$15.64	\$16.14
6	\$14.70	\$15.17	\$15.66	\$16.15	\$16.67
7	\$15.25	\$15.74	\$16.24	\$16.74	\$17.28
8	\$15.67	\$16.17	\$16.69	\$17.21	\$17.76
9	\$16.13	\$16.65	\$17.18	\$17.71	\$18.28
10	\$16.58	\$17.11	\$17.66	\$18.21	\$18.79
11	\$17.03	\$17.58	\$18.14	\$18.70	\$19.30
12	\$17.47	\$18.03	\$18.61	\$19.19	\$19.80

D. UNIFORMS AND SHOES FOR FOOD SERVICE WORKERS: All food service workers shall be allotted up to a maximum of \$150.00 per school year for uniforms and shoes.

ARTICLE IX - MISCELLANEOUS

A. POSTING: The District shall endeavor to post new position(s) or vacancies which may occur within the part-time unit for at least five (5) days prior to the filling of such new or vacant position.

B. SENIORITY LIST: A Committee shall be established to work with the District Office to determine a seniority list.

C. FOOD SERVICE WORKERS: Food Service Workers required to work outside

functions shall be paid time and one-half (1 ½) for all hours worked.

D. OUT-OF-TITLE WORK: When a Food Service Worker performs temporary work in a position of a higher pay scale, the employee shall receive \$.50 per hour more for each day worked in said position.

E. EMPLOYMENT NOTIFICATION: The District shall make every effort to notify employees of their return to work; providing such positions are available, no later than two (2) weeks prior to school opening (September - June).

F. INCLEMENT WEATHER CLOSING: When the schools are closed to students as a result of a delayed opening due to inclement weather or an early dismissal due to inclement weather, all bargaining unit personnel shall be paid for the hours they were scheduled to work that day at applicable hourly rates.

G. HEALTH INSURANCE: The District shall pursue the feasibility of allowing individual bargaining unit members who are both eligible and able to pay the required premiums through payroll deduction to participate in the District's group health insurance plan.

H. SICK/PERSONAL LEAVE: Effective July 1, 2006, employees with at least the following years of continuous employment will have the listed number of sick/personal days per year:

- 3 Years of Continuous Employment – 1 sick/personal day
- 6 Years of Continuous Employment – 2 sick/personal days
- 7 Years of Continuous Employment – 3 sick/personal days

Effective July 1, 2006, each employee can accumulate a total of 100 unused sick/personal days and at the end of the employee's career he or she will be paid one (1) day's salary for every four (4) days of accumulated sick/personal days. In addition, each employee can accumulate unused sick/personal days in excess of (100) days solely for the purpose of the 41j program.

I. REIMBURSEMENT FOR FINGERPRINTING: The District will reimburse employees for the cost of fingerprinting after six (6) months of employment.

J. BEREAVEMENT DAYS: After 1,000 hours of service, employees shall be allowed three (3) days bereavement leave for the death of their spouse, child, parent, mother-in-law, father-in-law, or any relative who resides in the employee's household.

K. NOTIFICATION:

(1) The president shall be notified of any new position or vacancy to be filled. This notice shall be given to the President upon the posting of such new position or vacancy. Should a new position or vacancy occur during the summer months, the President shall receive all notifications at his or her home address.

(2) The president shall also receive the names of employees hired to fill positions and vacancies and the names of the unit employees who have been separated from service.

L. EVALUATION AND EMPLOYEE RIGHTS:

(1) Any complaints regarding a part-time employee, made to the District's administration by a parent, student, supervisor, or other person, will promptly be called to the employee's attention. The employee will have the opportunity to respond to such complaints in writing. If the record of the complaint is filed in the employee's record, his or her response will also be filed in the record.

(2) Upon written request, the employee has the right to examine his or her official personnel employment file.

M. LUNCH BREAKS FOR EMPLOYEES WHO UNDER EXTRAORDINARY CIRCUMSTANCES WORK MORE THAN SIX HOURS: The District and the Association recognize that upon certain extraordinary circumstances (e.g., field trips) employees may be required to work more than 5 ½ hours. When such extraordinary circumstances arise, any employee who works more than six (6) hours in one (1) day and who is required to be with a child or children for the entire length of the work day, including the employee's lunch break, shall be paid by the District for the entire time he or she works, including the lunch break.

N. SENIORITY AND JOB OPENINGS: All job openings and vacancies shall be posted in all school buildings and when qualifications are equal, seniority will be a factor considered by the District for job placement. The District's selection to fill a vacancy shall not be subject to grievance.

Seniority will be measured by the date of original appointment and by the length of continuous, uninterrupted employment in the District.

O. ATTENDANCE REVIEW: Any employee who has been absent for ten (10) days in any one school year may be required to attend an attendance review meeting with the building principal and a CSEA representative.

If a pattern of excessive absences continues during the same school year after the attendance review meeting, the employee may be required to attend an attendance conference with the Assistant to the Superintendent for Human Resources, the building principal, and the CSEA representative.

If a pattern of excessive and inexcusable absences continues after the attendance conference, the Assistant to the Superintendent for Human Resources, after considering the facts and circumstances surrounding the absences, can declare the employee's position vacant and the employee will be deemed to be separated from service without further notice to the employee.

The determination of whether absences are excessive and/or inexcusable is in the sole discretion of the Superintendent or his/her designee.

P. NEW YORK STATE EMPLOYEE'S RETIREMENT SYSTEM

CONTRIBUTIONS: The District shall inform all new employees that they are eligible to join the New York State Employee's Retirement System and shall make all contributions under the New York State Retirement and Contribution Law at the employee's option.

Q. JURY DUTY: Employees who must report for jury duty will receive their salary for each day the employee cannot report to work up to a maximum of fifteen (15) days.

R. RELEASE TIME TO UNION REPRESENTATIVES: The President, Vice President, Secretary, Treasurer, and each building Representative or their alternate, will be permitted to transact official business during the work day for a reasonable amount of time with the prior approval of the Superintendent or his/her designee.

S. TIME REPORTING: All members of the Union shall be subject to an automated time reporting system. The Union agrees that the District can install an automated time reporting system that utilizes any of the following methods of recording: punch card system, palm print, eye scan, thumb print, magnetic strip, or barcode scan.

T. OVERTIME FOR FOOD SERVICE WORKERS: If, for any reason, a food service worker is required to work on a Saturday, Sunday, or Holiday, the food service worker will receive time and one-half pay for any hours worked on a Saturday, Sunday, or Holiday.

ARTICLE X - DURATION

This Agreement shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2011.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this day of 9/27, 2007

PART-TIME COMSEWOGUE UNIT
SUFFOLK EDUCATIONAL CHAPTER
LOCAL 870
LOCAL 1000 CSEA/AFSCME AFL-CIO

BROOKHAVEN-COMSEWOGUE UNION
FREE SCHOOL DISTRICT
PORT JEFFERSON STATION

By: Janelle A. Smith

By: Shelley Stoffer

By: JoAnn Jeanette

By: Valerie King

By: _____

By: Jose M. Esola