



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Three Village Central School District and Three Village Cafeteria Unit, CSEA Local 1000, AFSCME, AFL-CIO, Suffolk County Educational Local 870 (2002)**

Employer Name: **Three Village Central School District**

Union: **Three Village Cafeteria Unit, CSEA, AFSCME, AFL-CIO**

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

Effective Date: **07/01/2002**

Expiration Date: **06/30/2006**

PERB ID Number: **6316**

Unit Size:

Number of Pages: **30**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

CAF/6316

AGREEMENT

by and between the

**THREE VILLAGE CENTRAL
SCHOOL DISTRICT**

and

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



**Three Village CSD Cafeteria Unit
Suffolk County Educational Local 870**

July 1, 2002 - June 30, 2006

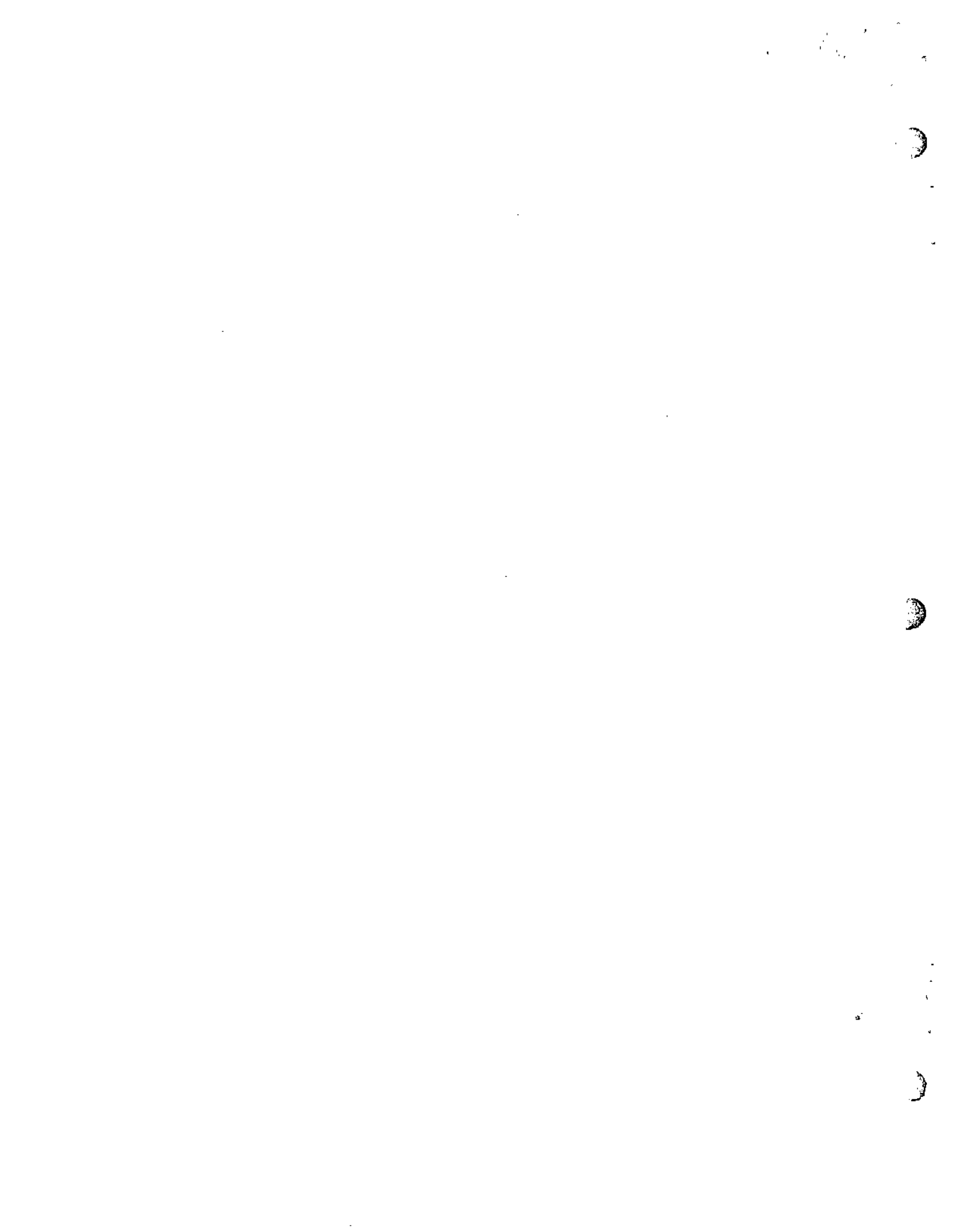
Handwritten notes in the top right corner, including a date and some illegible text.

Handwritten mark or symbol in the middle right area.

Handwritten notes in the bottom right corner, including a date and some illegible text.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble	1
I	Recognition	1
II	Negotiations Procedures	2-3
III	Definition of Employee	3
IV	Certification	4
V	Grievance Procedure	4-5
VI	Association Business	5-6
VII	Conference	6
VIII	Work Year	6-7
IX	Inclement Weather	7
X	Temporary Leave	7-9
XI	Vacancies and Transfers	9-10
XII	Use of School Facilities	10
XIII	Layoffs	10
XIV	Step Advancement	10-11
XV	Paid Holidays	11
XVI	Insurance	11-12
XVII	Retirement	13
XVIII	Miscellaneous	13-17
XIX	Smoke-Free Workplace	17
XX	Salary	17-18
XXI	Agency Fee and Dues Deduction	18-19
XXII	Employee Discipline	19
XXIII	Taylor Law Amendment	20
XXIV	Duration	20
Appendix A	Salary Schedules 2002-2006	21



PREAMBLE

This Agreement entered into by the Three Village Central School District, hereinafter referred to as the Board, and the Three Village Cafeteria Unit, Local 1000, Civil Service Employees Association, Inc., AFSCME, AFL-CIO, the Certified Union and said Association, by the Three Village Central School District Food Service Unit of the Suffolk Educational Local 870 hereinafter collectively referred to as the Association, has as its purpose the continuance of harmonious relations between the Board and the Association, a more definitive procedure for resolving grievances, and a cooperative effort to contribute the growth and quality of the school district.

ARTICLE I - RECOGNITION

In view of the designation of the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO the certified union, by the Three Village Central School District Cafeteria Unit of Suffolk Education Local 870, and said Association, as their bargaining representative, and in view of the request of the Local 1000, Civil Service Employees Association, AFSCME, AFL-CIO, the certified union, by the Three Village Central School District Cafeteria Unit of Suffolk Education Location 870, and said Association, to represent the unit, and its statement that it does not assert the right to strike, the Board in this agreement does hereby recognize the Association as the sole and exclusive bargaining agent and representative for the unit covered by this Agreement, and hereinafter described in this Article, in accordance with provisions of Article 14 of the Civil Service Law, and the bylaws of the Board.

This recognition shall continue until the expiration of this contract.

ARTICLE II – NEGOTIATIONS PROCEDURES

It is agreed by all experienced negotiators in both private and public fields that negotiations proceed most smoothly when there is an understanding at the beginning on the ground rules of procedures to be followed. Initially, these ground rules should be agreed upon before negotiations proceed.

1. Any negotiations in subsequent years shall be initiated by the parties submitting their proposals to each other on mutually agreeable dates no later than January 30 of the applicable year. Either party may request, in writing, an extension of time to a date which must be mutually agreeable to both parties. All issues proposed for discussion shall be submitted in writing by CSEA to the Board or its delegated representative at or before the first meeting. The Board or its delegated representatives shall submit in writing all additional issues upon which it wishes to negotiate no later than the second meeting.

2. In any session negotiation committees shall consist of not more than seven (7) members, except that any Association committee representing a bargaining unit of less than thirty (30) employees shall be limited to three (3) members. The names of those members so designated as negotiators shall be exchanged at the second meeting.

3. Normally negotiating sessions shall be held after working hours. In the event that they are held during working hours, the Assistant Superintendent will excuse all members of the negotiating team to attend the session.

4. All negotiation sessions will be executive sessions. During the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association unit, the proceedings of the negotiations shall not be made public unless both parties consent. No electronic recording devices of any type shall be used to record the deliberations of the

negotiations.

5. Each team shall have the right of caucus at any time during a negotiation session. However, caucus time will be counted as part of the total length of each negotiation session. When temporary impasse is reached on individual items, the parties agree that it shall be appropriate to move the calendar to other items on which negotiations may be possible. Any item on the calendar may be tabled at any time by joint agreement between the two parties.

6. Each team's professional negotiator shall preside throughout deliberations. Any and all questions, and business pertaining to negotiations throughout each session, shall be directed to and through each team's professional negotiator.

7. When an item has been discussed and agreed to by both parties, it shall be initialed by both negotiators and set aside. No item shall be agreed to as finalized unless all items are agreeable to both parties. Revisions may be made on items already initialed.

8. An impasse may be deemed to exist if agreement is not reached one hundred twenty (120) days prior to the end of the fiscal year. In the event of an impasse, the procedures of the PEFEA (Taylor Law) shall be followed.

ARTICLE III – DEFINITION OF EMPLOYEE

1. The term "probationary employee" shall mean a person serving continuously in a full-time or part-time position for less than twenty-six (26) weeks.

2. The term "permanent part-time employee" shall mean a person who works less time than a regular full-time employee, but on a permanent continuous schedule.

3. The term "permanent full-time employee" shall mean a person has been employed by the school district continuously on a full time basis, in a permanent position for a period of twenty-six (26) weeks or more.

ARTICLE IV - CERTIFICATION

All permanent employeess must be certified in accordance with Civil Service requirements and in their proper category within one (1) year of their date of hire. If this condition is not met, the employee's salary shall revert to that category in which the employee is certified. Any new employeess not certified by Civil Service at the time of employment shall be placed on a per diem basis until certified.

ARTICLE V - GRIEVANCE PROCEDURE

Each employee shall be entitled to a representative of the employee's own choice at each step of the grievance procedure. Any disputes arising concerning the interpretation or application of the terms of this contract or the right claimed to exist thereunder shall be the subject of a grievance and shall be processed and resolved in accordance with the following:

a) A grievance shall be presented by the employee to the employee's principal, in writing, within ten (10) working days after the grievance arises or where this does not apply, to the administrator immediately superior. Within three (3) working days after receipt of the written grievance, the administrator or immediate supervisor shall confer with the aggrieved and the aggrieved's representative, if the employee so desires.

b) In the event such grievance is not resolved, in writing, within five (5) working days following such presentation, it shall be presented, in writing, within five (5) working days after receipt of reply to the Assistant Superintendent by the employee.

c) Within three (3) working days after receipt of the written grievance, the Assistant Superintendent shall confer, in person, with the aggrieved and the aggrieved's representative, if the employee so chooses. In the event such grievance is not satisfactorily resolved, in writing, at the Assistant Superintendent's level within ten (10) working days after presentation, the

grievance shall be presented, in writing, within ten (10) working days after receipt of reply, to the Superintendent of Schools for settlement. Within three (3) working days after receipt of the written grievance, the Superintendent of Schools shall confer in person with the aggrieved and the aggrieved's representative, if the employee so chooses.

d) In the event such grievance is not satisfactorily resolved, in writing, at the Superintendent's level within ten (10) working days after presentation, the grievant shall notify the Superintendent, in writing, within ten (10) working days after receipt of the Superintendent's decision of the grievant's intention to proceed, or not to proceed, to advisory arbitration. The arbitrator shall be selected through the American Arbitration Association. The parties shall be bound by rules and procedures of the American Arbitration Association in the selection of an arbitrator. The advisory decision of the arbitrator shall be presented to the Board of Education within thirty (30) working days of the hearing. Within ten (10) working days after receipt of the advisory decision from the arbitrator the Board of Education shall render a decision which shall be final and binding on all parties. The costs of advisory arbitration shall be shared equally by the parties.

e) A reasonable amount of time will be granted to handle any emergency grievances that may arise during working hours. It is understood that such activity shall be handled as quickly as possible.

ARTICLE VI - ASSOCIATION BUSINESS

1. No Association business meetings shall be conducted during working hours, except as granted by the Assistant Superintendent.

2. A Civil Service Employee's Association representative may enter the premises of a school building for Association business only upon at least twenty-four (24) prior written notice

to the Assistant Superintendent. Entry will be permitted after working hours when school is not in session unless permission is given by the Assistant Superintendent for visits at other times. The Assistant Superintendent shall have the discretion to deny access to any such associated representative who has not given the required notice as delineated above or who has in any way disrupted the school lunch program or behaved in any manner which is violative of District policy. Any Civil Service Employees' Association representative who does not give the aforementioned notice may be asked to leave the premises and shall comply with such a request.

ARTICLE VII - CONFERENCE

One officer representing the unit covered by this Agreement shall be entitled to take up to three (3) days per year, without loss of pay, for the purpose of attending Civil Service Employees Association conferences. These three (3) days may be distributed in any combination of full days, among one or all of the officers, but in no event will exceed a grand total of three (3) days per year for the entire unit. The president must notify the Assistant Superintendent of the individual or individuals who will be attending the CSEA conference.

ARTICLE VIII - WORK YEAR

Effective July 1, 2003, the work year for full-time cafeteria employees shall be the regular school year plus up to six (6) days before the beginning of the school year, and six (6) days after the end of served lunches at the end of the school year, for which days such full-time cafeteria employees will receive their regular per diem pay. In addition, full-time employees may be required to report to work for up to twenty (20) hours of in-service training during the school year at their hourly rate of pay (with thirty days' notice). Part-time employees may be required to report for up to ten (10) hours of in-service training during the school year at their hourly rate of pay (within thirty days notice).

HOURS OF WORK

The normal work week for permanent full-time personnel shall be thirty-five (35) hours per week.

OVERTIME

Employees shall be paid overtime at the rate of time and one-half the regular straight time pay for work over thirty-five (35) hours per week. Employees who are called in to work for special occasions shall be given at least three (3) hours overtime at the rate of time and one-half the regular straight time pay. The employee may elect to take compensatory time off at the rate of time and one-half the regular straight time pay.

OUT OF TITLE WORK

Employees who temporarily fill in for an absent employee shall receive the wages of the higher classified job after ten (10) consecutive working days in the position, retroactive to the first of those consecutive days.

ARTICLE IX – INCLEMENT WEATHER

When schools are closed because of inclement weather, employees shall not be expected to report to work. If, because of extenuating circumstances, an employee is required to report to work, compensatory time off or pay shall be granted at the option of the employee, with the approval of the Assistant Superintendent or his designee.

ARTICLE X – TEMPORARY LEAVE

SICK LEAVE

- a) Those designated as permanent full-time employees shall be entitled to twelve (12) days sick leave per year, cumulative to one hundred fifty (150) days.
- b) The Assistant Superintendent may, after three (3) consecutive days absence, except in

case of an emergency possibly affecting school health, require a physician's statement describing the nature of the illness and the approximate absence advised for such illness.

c) Notwithstanding paragraph (b) above, the Assistant Superintendent may require a physician's statement justifying the employee's absence after one (1) day of absence when the employee has used one-half ($\frac{1}{2}$) of his/her potential accumulated sick days (annual sick leave entitlement times the number of years of service in District).

d) Notwithstanding paragraphs "b" and/or "c" above, the Assistant Superintendent may require a physician's statement justifying the employee's absence when an employee is absent two (2) or more times in a school year the day before or the day after a holiday.

EXTENDED SICK LEAVE

If all earned sick leave, vacation and personal leave days have been used up, extended sick leave may be granted to an employee after one (1) year of service by the Assistant Superintendent. Such extended sick leave shall only be granted to employees who cannot perform any duties within the unit and shall not be granted for more than ninety (90) days, and shall not be unreasonably withheld. The District shall require a doctor's certificate before granting or continuing extended sick leave.

PERSONAL DAYS

Those designated as permanent full-time employees shall be entitled to a maximum of three (3) days leave per year for the purpose of conducting personal business which cannot be conducted at times other than during the workday. Personal days must be approved by the Assistant Superintendent. Personal days not used are to be applied to the employee's cumulative sick leave.

CHILD CARE AND PREGNANCY RELATED DISABILITY LEAVES

Leaves for child care, childbirth and pregnancy-related disabilities shall be granted in accordance with Board policy. Upon return from child care leave, as in the case of any other extended leave, the employee shall be reinstated in the employee's former position if the position is open and if so entitled by virtue of the employee's seniority, or if not so entitled, to such other position that may be available in accordance with seniority and qualifications. During a leave, length of service shall accumulate only for purposes of seniority in respect to vacancies, transfers and layoffs, but otherwise there shall be no accrual of any benefits.

JURY DUTY

All permanent employees serving on jury duty shall be granted time off without loss of pay or charge to personal or vacation credit.

BEREAVEMENT LEAVE

A permanent full-time employee may be granted up to five (5) days leave in the case of a death in the immediate family. (Parent, sibling, child, spouse, or relative with whom the employee was living.) In the case of the death of other family members (aunt, uncle, cousin, grandparent, in-law), the employee may be absent for the day of the funeral. In circumstances where it would require more than one (1) day to attend the funeral of other family members as defined above, additional time may be granted as determined necessary by the Assistant Superintendent.

ARTICLE XI – VACANCIES AND TRANSFERS

When a vacancy in the school district occurs, the Assistant Superintendent shall post a notice of such vacancy in all schools and invite present employees to submit application for such position five (5) working days prior to notification to the public that such a position is available.

Appointments to such positions shall be made on the basis of qualifications for the position, as determined by the Assistant Superintendent. In the event that qualifications are judged to be equal, seniority in the school district shall prevail.

If an interested person presently employed in the school district is judged by the Assistant Superintendent to be equally qualified among other applications, she/he shall be given preference over any interested person not presently employed in the District.

When a person is promoted to a higher classification position, she/he shall be placed on the step of the new classification which represents a salary which is immediately higher than her/his present salary, or a Two Hundred Dollar (\$200.00) increase, whichever is higher.

ARTICLE XII – USE OF SCHOOL FACILITIES

The Association may be allowed to use school building facilities for Association functions after school and work, with the permission of the Assistant Superintendent when requested sufficiently in advance, and provided there is no conflict with other functions, and by following established procedure, i.e., filing a "Use of Building Application".

ARTICLE XIII - LAYOFFS

In the event that layoffs become necessary, or if particular jobs are eliminated, the reduction of the force will be on the basis of length of full-time/part-time service with the District, providing the senior employee is qualified to do the work. Substitutes will not be hired to fill vacancies created by layoffs.

ARTICLE XIV – STEP ADVANCEMENT

Permanent employees hired prior to January 1 in a given year may advance to the next step on the salary schedule as of the following July 1.

Permanent employees hired after January 1 in a given year shall remain on the same

salary step for the following year.

This policy became effective July 1, 1970.

ARTICLE XV – PAID HOLIDAYS

The following paid holidays shall be allowed to all permanent full-time employees:

New Year's Eve	Labor Day
New Year's Day	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Eve
Christmas Day	

ARTICLE XVI - INSURANCE

HOSPITALIZATION

Permanent, full-time employees shall be entitled to the present non-contributory health insurance program now provided by the school district.

DENTAL INSURANCE AND LIFE INSURANCE

1. Effective July 1, 1994 permanent full-time employees who have been employed twenty-six (26) weeks shall be covered by a dental insurance policy.
2. Said policy is to be selected and administered by the Civil Service Employees Association. The unit may distribute the funds available for the insurance plan proportionately between dental and life insurance at their option.
3. (a) Effective July 1, 1999 the per capita figure for the Board's contribution to the food service unit employees' dental and life insurance plan for full-time employees will be \$700. Effective July 1, 2004 for each remaining year of the contract the per capita yearly District contribution for full-time employees for dental and life insurance will be \$800.

(b) The total money available for use in the dental and life insurance plan will be determined by multiplying the per capita figure (\$575.00) by the number of currently filled

permanent, full-time positions in the unit as designated by the Superintendent's office as of the second payroll period in October in each year of the contract.

c) For employees hired after the second payroll period in October of each year of the contract, the Board's contribution to the group insurance shall be prorated on a per month basis or major portion thereof.

4. Any sum required for the dental and life insurance plan, above said Board contributions delineated in subdivision 3a), shall be paid for by bargaining unit members.

5. Any monies not expended from the Board allocation to the CSEA Cafeteria Unit insurance package will be carried over each year as an encumbrance to be used for group insurance benefits as described in this article.

WORKER'S COMPENSATION

The District's present practice with regard to Worker's Compensation is made part of this agreement, to wit:

When an employee is entitled to Worker's Compensation she/he shall receive full pay for the period of her/his accumulated sick leave. Any weekly reimbursement compensation monies shall be turned over to the District. When the claim is settled by the Worker's Compensation Board and the District subsequently receives the amount of reimbursement for time paid an employee on sick leave, the District will then credit the employee's sick leave account with the number of days determined by the following formula:

$$\begin{array}{l} \text{Amount of reimbursement received by} \\ \text{the District divided by the Employee's} \\ \text{per diem salary} \end{array} = \begin{array}{l} \text{Number of days} \\ \text{credited to sick} \\ \text{leave} \end{array}$$

Any lump sum payment received under a Worker's Compensation claim shall be retained by the employee.

ARTICLE XVII – RETIREMENT, NEW YORK STATE

Tier I and II - New Career Plan (75i) - Members of the unit in Tiers I and II are covered by the "New Career Plan" (75i). This is a non-contributory plan.

Tier III - Article XIV - unit member in Tier III are covered by Article XIV. This is a contributory plan.

Tier IV - members of the unit in Tier IV are covered by Article XV. This is a contributory plan.

ARTICLE XVIII - MISCELLANEOUS

UNIFORMS

The District shall contribute One Hundred Fifty (\$150) Dollars on an annual basis to each permanent full-time employee, and permanent part-time employee after sixty (60) days of service, toward the purchase of a uniform. The One Hundred Fifty (\$150.00) dollars is to be made in the form of a store credit at a designated supplier to each eligible employee on or before September 30 of each work year. Employees are required to purchase uniforms on or before November 1 of each school year or within sixty (60) days of employment, or this allowance will be forfeited.

Employees may wear navy blue or white uniform components (i.e., shirts and pants) provided that the colors of the aforementioned uniform components match the colors of the components worn by all other employees.

COFFEE BREAKS

The school district shall allow each full-time permanent employee two (2) coffee breaks per day; one (1) in the morning and one (1) in the afternoon. Each part-time employee shall be entitled to a break each day.

CHANGE IN STATUS

In the event of a change in status of personnel, they shall be notified as soon as possible.

EMPLOYEE WORK CALENDAR

Each employee shall receive a calendar of working days in each school year.

VOTING TIME

In accordance with New York State law.

LUNCH HOURS

The flexible lunch hour practice in effect during the 1973-74 school year will remain in effect for the life of the contract.

COPY OF CONTRACT

All food service employees shall be given a copy of the contract. Such copies shall be provided by the Board at no expense to the employees.

PHYSICAL EXAMINATION

All employees must submit to a physical examination at least once per year by a District designated physician at no cost to the employee. The District shall be deemed authorized by each employee to obtain the physician's findings, opinions, records, and reports. However, such information shall be deemed confidential and be accessible to the Board of Education, the Superintendent, Assistant Superintendent and Food Service Directors only.

FULL DAY GUARANTEE

Effective July 1, 2003, each part-time employee shall be paid for a "day of work" if the employee reports for work, actually starts work, and is later sent home through no cause of her/his own. A day of work for each individual employee under these circumstances and for the purposes of personal days, sick days and holidays, shall be calculated by dividing the work year

into two (2) periods, the first period being constituted as September 1 to January 31, and the second period shall be February 1 to June 30. Employees shall be paid pursuant to this subdivision, for each day of work, the equivalent of the average number of hours worked per day during the last of the applicable completed periods as delineated above, as of the date the employee reports to work and is sent home. Completed time periods will be used in the calculation of the average number of hours worked per day; partially completed time periods will not be used.

PERSONAL DAYS, SICK LEAVE, HOLIDAYS AND BEREAVEMENT LEAVE FOR PART-TIME EMPLOYEES

After a permanent part-time employee has worked for the school district for sixty (60) days, she/he shall be entitled to one (1) personal day, three (3) paid holidays, namely Thanksgiving Day, Christmas Day and New Year's's Day, and five (5) days of sick leave, cumulative to seventy-five (75) days. Personal days not used are to be applied to the employee's cumulative sick leave.

Employees beginning their fifth year of service shall be entitled to two (2) personal days, four paid holidays, namely Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day, and six (6) days of sick leave; and beginning their tenth year of service shall be entitled to tow (2) personal days, the aforementioned paid holidays, and seven (7) days of sick leave, cumulative to seventy-five (75) days. Personal days not used are to be applied to the employee's cumulative sick leave.

Employees who have been employed by the District as a food service employee for a minimum of ten (10) years and have accumulated at least fifty (50) unused sick days shall be paid for such days upon retirement from the District at the rate of ten (\$10.00) dollars per day.

If Christmas Day or New Year's Day fall on Saturday or Sunday, the holiday shall be observed on the preceding Friday or the following Monday, respectively.

A maximum of two (2) days bereavement leave for death in the immediate family may be allowed, subject to the approval of the Assistant superintendent.

Employees may elect to be paid at the end of each school year, at their regular hourly rate of pay beginning with school year 1996-97, for unused sick days. Employees are not permitted to receive payment for unused sick days accumulated prior to the 1996-97 school year except upon retirement as set forth above. If an employee does not make the election to receive payment by June 30 of each school year, said employee shall not be permitted to receive payment for unused sick leave for that year, and instead, such leave will be accumulated for payment upon retirement or for use due to illness.

REHIRE

All employees will be notified in writing on or before July 15 if the budget has been approved as to whether or not they will be rehired to resume work in September to the extent there will be openings available.

Employees who are notified on or before July 15 that they will be rehired shall not make application for, or accept, unemployment insurance benefits after receiving the aforesaid notification of rehiring, unless and until their employment is terminated thereafter.

EXAMINATION OF RECORDS

Upon forty-eight (48) hours prior written notice to the Assistant Superintendent, any employee will be permitted to review her/his own personnel file, excluding references and information obtained in the process of evaluating the employee for initial employment.

TETANUS PREVENTION INJECTION

An employee shall have a right to request and receive a tetanus prevention injection at the district's expense, if an employee is cut or lacerated on the job.

ARTICLE XIX – SMOKE-FREE WORK PLACE

Notwithstanding current policy or practice to the contrary, there shall be no smoking permitted on any school grounds or property of the school district.

ARTICLE XX - SALARY

SALARY

1. Increase the 2001/02 salary schedules by 3.5% for the 2002/03 school year.
2. Increase the 2002/03 salary schedules by 3.5% for the 2003/04 school year.
3. Increase the 2003/04 salary schedules by 3.5% for the 2004/05 school year.
4. Increase the 2004/05 salary schedules by 3.5% for the 2005/06 school year.

CLAIM FOR WAGE

Effective July 1, 1997, employees shall receive an annualized salary payable in 21 equalized bi-weekly paychecks subject to the requirement that employees complete and submit to their supervisors a claim for wage form at the end of each two week pay period. Furthermore, the district shall hold the first two week wages for each employee at the beginning of each school year, said wages to be paid to each employee at the end of the applicable school year.

In the event that an employee is absent from work on days for which he/she has no approved leave time available, the district may deduct an amount equivalent to the employee's

daily wages for each such day of absence, from the paycheck for the applicable pay period.

ARTICLE XXI- AGENCY FEE AND DUES DEDUCTION

The District shall notify all employees who are currently on the payroll within the titles covered by this Agreement that those employees who are not members of the union shall have deducted from the salary an agency fee.

Every employee appointed after the effective date of this provision who does not join the union at the time of appointment shall have an agency fee deducted. If the employee joins the union, such agency fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction should be discontinued.

An employee who terminates union membership shall have deducted from his/her salary an agency fee. Such agency fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.

The agency fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the union for employees in the affected titles as currently checked off by the school district, and, except as referred to in this Article, shall be deducted in accordance with the same rules and procedures currently employed by the District in connection with the authorized dues deduction. The union shall certify to the school district the appropriate amount of rate for the agency fee deduction.

Changes in the amount of any agency fee deduction shall be effective at the same times as is the practice with change in membership dues deductions. Request for changes in the rate of

dues deductions shall be deemed to be a request for a change in the agency fee.

Upon receipt by the school district of notice of change in the amount of the agency fee deductions, employees having the agency fee deducted shall be notified, in writing, by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the union.

The union shall refund to the employees any agency fees wrongfully deducted and transmitted to the union.

No assessments of any kind or nature will be collected through the agency fee deduction.

The District shall not be liable in the operation of the agency fee deduction for any mistake or error of judgment or any other act of omission or commission, and the union agrees for itself, its successors and assigns to at all times indemnify the district and/or the Board of Education against any and all claims, suits, actions, costs, charges and expenses including court costs and reasonable attorney's fees, and against all liability and losses and damages of any nature whatsoever that the District and/or Board of Education shall or may at any time sustain or be put to by reason of the inclusion of the above Agency Fee Article in the collective bargaining agreement between the union and the district.

The union affirms that it will establish and will maintain a procedure which provides for the refund as provided by law. The maintenance of such a procedure is a condition for the continuance of the agency fee. Dues and agency fees shall be paid to CSEA, 143 Washington Avenue, Albany, NY 12210.

ARTICLE XXII – EMPLOYEE DISCIPLINE

In the event an employee is reprimanded or otherwise disciplined he/she shall have the right to a conference with the Superintendent or his/her designee.

ARTICLE XXIII – TAYLOR LAW AMENDMENT

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit the implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the approving legislative body has given approval.

ARTICLE XXIV - DURATION

This agreement and each of its provisions shall be binding and effective as of the first day of July 2002 and continue in full force and effect until the last day of June 2006.

IN WITNESS WHEREOF the following have set unto their signatures and seal this day of _____, 2005.

CIVIL SERVICE EMPLOYEES
ASSOCIATION
CAFETERIA UNIT

Heleen Cain
President

Barbara Schouder
Vice President

CIVIL SERVICE EMPLOYEES ASSOCIATION

Toni Saccio
Labor Relations Specialist

THREE VILLAGE CENTRAL
SCHOOL DISTRICT
BOARD OF EDUCATION

Kellian J. Carraro
President

John [Signature]
Superintendent

APPENDIX A

Food service worker who is designated as "Lead Food Service Worker" by the District shall receive an additional non-cumulative off-salary schedule annual stipend of \$800.

Personnel designated as "Cook" at Ward Melville High School shall receive a yearly lump sum off-schedule stipend of \$2,900

Hourly rate wages will be paid for hours worked above three (3) per day and for days worked beyond those designated in the employee work calendar as work days. It is understood that the actual number of work days will differ between elementary and secondary food service workers because of the number of days lunch is served and other end-of-the-year assignments.

Personnel designated as the Assistant Cook at Ward Melville High School shall receive an additional non-cumulative annual stipend of \$2050.

Longevity for part-time employees is due at the beginning of the tenth (10) year of service at an additional \$450 on the annual salary. Longevity for full-time employees is due after ten (10) years of service at an additional \$500 per year and after fifteen years at an additional \$350 per year. Figures for longevity are non-cumulative.



2002 - 2003

3 hours per day
177 days per year
1.035

Part Time
Level 1

Hours		3	3.25	3.5	3.75	4	4.25	4.5	4.75	5	5.25	5.5	5.75	6
10.28	1	5,460	5,915	6,371	6,826	7,281	7,736	8,191	8,646	9,101	9,556	10,011	10,466	10,921
10.39	2	5,517	5,976	6,436	6,896	7,356	7,815	8,275	8,735	9,194	9,654	10,114	10,574	11,033
10.50	3	5,578	6,043	6,508	6,973	7,437	7,902	8,367	8,832	9,297	9,762	10,226	10,691	11,156
10.62	4	5,641	6,111	6,581	7,051	7,521	7,991	8,461	8,931	9,401	9,871	10,341	10,811	11,281
10.73	5	5,697	6,171	6,646	7,121	7,596	8,070	8,545	9,020	9,495	9,969	10,444	10,919	11,393
10.85	6	5,762	6,243	6,723	7,203	7,683	8,163	8,643	9,124	9,604	10,084	10,564	11,044	11,525
10.96	7	5,817	6,302	6,787	7,272	7,757	8,241	8,726	9,211	9,696	10,181	10,665	11,150	11,635
11.07	8	5,880	6,370	6,860	7,350	7,840	8,330	8,820	9,310	9,800	10,290	10,780	11,270	11,760
11.19	9	5,940	6,435	6,930	7,425	7,920	8,415	8,910	9,405	9,901	10,396	10,891	11,386	11,881
12.73	10	6,758	7,322	7,885	8,448	9,011	9,574	10,138	10,701	11,264	11,827	12,390	12,954	13,517
12.73	11	6,758	7,322	7,885	8,448	9,011	9,574	10,138	10,701	11,264	11,827	12,390	12,954	13,517
12.73	12	6,758	7,322	7,885	8,448	9,011	9,574	10,138	10,701	11,264	11,827	12,390	12,954	13,517

Asst. Cook Level 2 Cook Level 3

		14,865	17,332
		15,308	17,867
		15,767	18,399
		16,195	18,933
		16,659	19,492
		17,164	20,079
		17,681	20,682
		17,727	21,301
		18,753	21,941
		19,315	22,597
		19,315	23,277
		19,315	25,172

2003 - 2004

3 hours per day
177 days per year
1.035

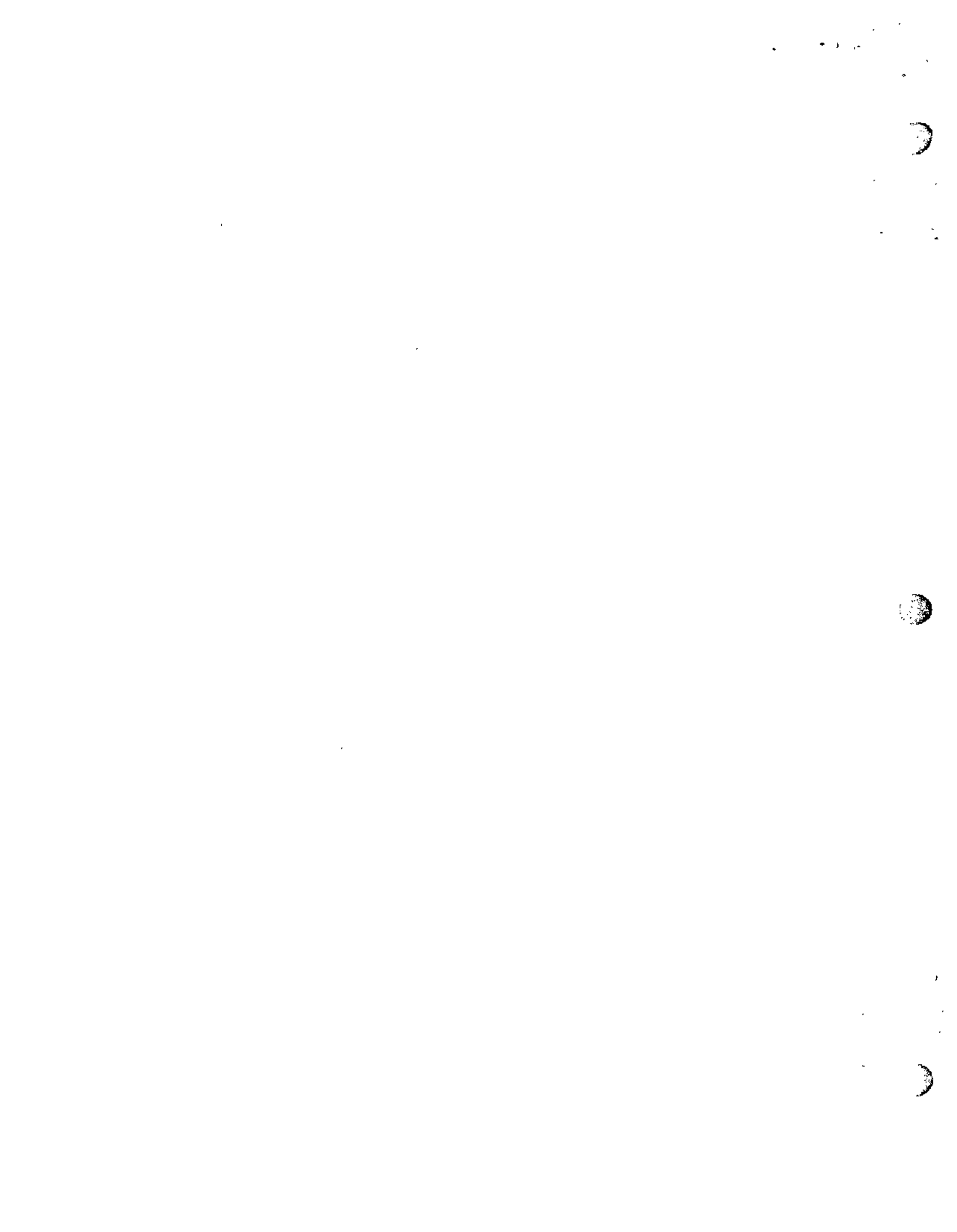
Part Time
Level 1

Hours		3	3.25	3.5	3.75	4	4.25	4.5	4.75	5	5.25	5.5	5.75	6
10.64	1	5,652	6,123	6,594	7,064	7,535	8,006	8,477	8,948	9,419	9,890	10,361	10,832	11,303
10.75	2	5,710	6,186	6,661	7,137	7,613	8,089	8,565	9,040	9,516	9,992	10,468	10,944	11,420
10.87	3	5,773	6,254	6,736	7,217	7,698	8,179	8,660	9,141	9,622	10,103	10,584	11,066	11,547
10.99	4	5,838	6,324	6,811	7,297	7,784	8,270	8,757	9,243	9,730	10,216	10,703	11,189	11,676
11.10	5	5,896	6,387	6,879	7,370	7,862	8,353	8,844	9,336	9,827	10,318	10,810	11,301	11,792
11.23	6	5,964	6,461	6,958	7,455	7,952	8,449	8,946	9,443	9,940	10,437	10,934	11,431	11,928
11.34	7	6,021	6,523	7,025	7,526	8,028	8,530	9,032	9,533	10,035	10,537	11,039	11,540	12,042
11.46	8	6,086	6,593	7,100	7,607	8,114	8,621	9,129	9,636	10,143	10,650	11,157	11,664	12,171
11.58	9	6,148	6,661	7,173	7,685	8,198	8,710	9,222	9,735	10,247	10,759	11,272	11,784	12,296
13.17	10	6,995	7,578	8,161	8,744	9,327	9,910	10,492	11,075	11,658	12,241	12,824	13,407	13,990
13.17	11	6,995	7,578	8,161	8,744	9,327	9,910	10,492	11,075	11,658	12,241	12,824	13,407	13,990
13.17	12	6,995	7,578	8,161	8,744	9,327	9,910	10,492	11,075	11,658	12,241	12,824	13,407	13,990

Asst. Cook Level 2 Cook Level 3

		15,385	17,939
		15,843	18,493
		16,319	19,043
		16,761	19,596
		17,242	20,174
		17,765	20,782
		18,300	21,406
		18,348	22,047
		19,410	22,709
		19,991	23,388
		19,991	24,092
		19,991	26,053

Please Note: These salary schedules are illustrative and based on a calendar year of 177 days for part time workers. Annual salaries shall depend on the actual work days in each calendar year.



2004 - 2005

3 hours per day
177 days per year
1.0350

Part Time

Level 1

Asst. Cook Cook
Level 2 Level 3

Hours		3	3.25	3.5	3.75	4	4.25	4.5	4.75	5	5.25	5.5	5.75	6		
11.02	1	5,849	6,337	6,824	7,312	7,799	8,287	8,774	9,262	9,749	10,236	10,724	11,211	11,699	15,923	18,567
11.13	2	5,910	6,402	6,895	7,387	7,879	8,372	8,864	9,357	9,849	10,342	10,834	11,327	11,819	16,398	19,140
11.25	3	5,975	6,473	6,971	7,469	7,967	8,465	8,963	9,461	9,959	10,457	10,955	11,453	11,951	16,890	19,710
11.38	4	6,042	6,546	7,049	7,553	8,056	8,560	9,063	9,567	10,070	10,574	11,078	11,581	12,085	17,348	20,282
11.49	5	6,102	6,611	7,120	7,628	8,137	8,645	9,154	9,662	10,171	10,679	11,188	11,696	12,205	17,846	20,880
11.62	6	6,173	6,687	7,202	7,716	8,230	8,745	9,259	9,773	10,288	10,802	11,317	11,831	12,345	18,387	21,509
11.74	7	6,232	6,751	7,270	7,790	8,309	8,828	9,348	9,867	10,386	10,906	11,425	11,944	12,464	18,940	22,156
11.86	8	6,299	6,824	7,349	7,873	8,398	8,923	9,448	9,973	10,498	11,023	11,548	12,073	12,597	18,990	22,819
11.98	9	6,363	6,894	7,424	7,954	8,485	9,015	9,545	10,075	10,606	11,136	11,666	12,197	12,727	20,089	23,504
13.63	10	7,240	7,843	8,446	9,050	9,653	10,256	10,860	11,463	12,066	12,670	13,273	13,876	14,480	20,691	24,207
13.63	11	7,240	7,843	8,446	9,050	9,653	10,256	10,860	11,463	12,066	12,670	13,273	13,876	14,480	20,691	24,935
13.63	12	7,240	7,843	8,446	9,050	9,653	10,256	10,860	11,463	12,066	12,670	13,273	13,876	14,480	20,691	26,965

2005 - 2006

3 hours per day
177 days per year
1.0350

Part Time

Level 1

Asst. Cook Cook
Level 2 Level 3

Hours		3	3.25	3.5	3.75	4	4.25	4.5	4.75	5	5.25	5.5	5.75	6		
11.40	1	6,054	6,559	7,063	7,568	8,072	8,577	9,081	9,586	10,090	10,595	11,099	11,604	12,108	16,481	19,216
11.52	2	6,116	6,626	7,136	7,646	8,155	8,665	9,175	9,684	10,194	10,704	11,213	11,723	12,233	16,972	19,810
11.65	3	6,185	6,700	7,215	7,731	8,246	8,761	9,277	9,792	10,308	10,823	11,338	11,854	12,369	17,481	20,400
11.78	4	6,254	6,775	7,296	7,817	8,338	8,859	9,381	9,902	10,423	10,944	11,465	11,986	12,508	17,955	20,992
11.89	5	6,316	6,842	7,369	7,895	8,421	8,948	9,474	10,000	10,527	11,053	11,579	12,106	12,632	18,471	21,611
12.03	6	6,389	6,921	7,454	7,986	8,518	9,051	9,583	10,116	10,648	11,180	11,713	12,245	12,778	19,031	22,262
12.15	7	6,450	6,987	7,525	8,062	8,600	9,137	9,675	10,212	10,750	11,287	11,825	12,362	12,900	19,603	22,931
12.28	8	6,519	7,062	7,606	8,149	8,692	9,236	9,779	10,322	10,865	11,409	11,952	12,495	13,038	19,655	23,617
12.40	9	6,586	7,135	7,684	8,233	8,781	9,330	9,879	10,428	10,977	11,526	12,075	12,623	13,172	20,792	24,326
14.11	10	7,493	8,118	8,742	9,367	9,991	10,615	11,240	11,864	12,489	13,113	13,738	14,362	14,986	21,415	25,054
14.11	11	7,493	8,118	8,742	9,367	9,991	10,615	11,240	11,864	12,489	13,113	13,738	14,362	14,986	21,415	25,808
14.11	12	7,493	8,118	8,742	9,367	9,991	10,615	11,240	11,864	12,489	13,113	13,738	14,362	14,986	21,415	27,909

Please Note: These salary schedules are illustrative and based on a calendar year of 177 days for part time workers. Annual salaries shall depend on the actual work days in each calendar year.

