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AGREEMENT

by and between the
MATTITUCK-CUTCHOQUE
UNION FREE SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME, AFL-CIO

CSEA

Mattituck-Cutchoque UFSD Unit
Suffolk County Educational Local 870

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

July 1, 2006 thru June 30, 2011

TABLE OF CONTENTS

		<u>PAGE</u>
SECTION I	General Obligation of the Association	3
SECTION II	Recognition	3
	A. Term	
	B. Agency Shop	
	C. Dues Deduction	
SECTION III	Rights Reserved to the School District	4
SECTION IV	Grievance Procedure	4
	(Full outline see Appendix I)	
SECTION V	Pay	5
	A. General	
	B. Rate of Pay	
	C. Premium Pay and Additional Pay	
SECTION VI	Insurance	7
	A. Health	
	B. Worker's Compensation	
	C. Disability	
	D. Dental	
SECTION VII	Work Week and Work Hours	9
	A. Work Week	
	B. Hours	
	C. Breaks	
SECTION VIII	Vacation	10
SECTION IX	Holidays	11
SECTION X	Leaves	11
	A. Personal Days	
	B. Sick Leave	
	C. Child Care Leave	
	D. Bereavement Leave	
SECTION XI	Retirement	13
	A. Retirement System	
	B. Retirement Compensation	
SECTION XII	Custodians	13
SECTION XIII	Bus Drivers	14
SECTION XIV	Miscellaneous	15
SECTION XV	Labor Management Council	20
SECTION XVI	Duration of Agreement	21
SCHEDULE 1	Rate of Pay	22
	A (06/07); B (07-08); C (08-09); D (09/10)	
	E (10/11)	
SCHEDULE 2	Benefits	24
APPENDIX I	Grievance Procedure	25

AGREEMENT made this day of July, 2008 between the MATTITUCK-CUTCHOGUE UNION FREE SCHOOL DISTRICT with its office and principal place of business at 385 Depot Lane, Cutchogue, New York, hereinafter referred to as the "DISTRICT; and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, SUFFOLK EDUCATIONAL LOCAL 870 and its Mattituck-Cutchogue Union Free School District Unit, hereinafter referred to as the "ASSOCIATION".

WITNESSETH:

WHEREAS, the DISTRICT has recognized the ASSOCIATION as the sole and exclusive bargaining representative for all non-instructional positions and teaching assistants, hereinafter referred to as the EMPLOYEES; and

WHEREAS, the ASSOCIATION by becoming a party to this agreement affirms that it does not assert the right to strike against any government, to assist and participate in any such strike, as to impose an obligation to conduct, assist or participate in such a strike; and

WHEREAS, the parties desire to enter into a collective bargaining agreement setting forth the amount of wages to be paid to the employees and the terms and conditions under which the employees perform their duties.

NOW, THEREFORE, by reason of the premises and in consideration of the mutual covenants herein, the parties agree as follows:

SECTION I GENERAL OBLIGATION OF THE ASSOCIATION

The ASSOCIATION obligates itself for its members and all employees of the DISTRICT for whom it is the recognized bargaining representative that it and each of such members and employees will faithfully perform all of the terms and conditions of this agreement of the respective parts to be performed.

SECTION II RECOGNITION

A. TERM

The DISTRICT recognizes the ASSOCIATION as the sole and exclusive bargaining agent and representative for the employees and will continue to do so for a maximum period permitted to the provisions of Section 208(2) of the Civil Service Law.

B. AGENCY SHOP

The Association having been recognized as the exclusive representative of the employees within the bargaining unit represented by this agreement, shall have agency shop fee deductions made from the wage or salary of employees of said bargaining agreement who are not members of the Association, in an amount equivalent to the membership dues levied by the Association. The DISTRICT shall make a separate deduction for agency shop fees and remit the amount so deducted to CSEA, Inc. with an alphabetical listing of association members. Agency shop fee will commence from the employee's first paycheck and continue until such time as CSEA notifies the DISTRICT to commence membership dues deductions. This provision shall remain in effect as long as the Association represents 60% of all employees.

C. DUES DEDUCTION

The DISTRICT agrees to deduct from the wages of its employees such membership dues for the Civil Service Employees Association, Inc. as are individually and voluntarily authorized by the individual employees, and to transmit such deducted amounts promptly to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York. This authorization shall be in writing on a form provided by the ASSOCIATION, shall be submitted to the ASSOCIATION and transmitted to the Business Office.

SECTION III RIGHTS RESERVED TO THE SCHOOL DISTRICT

The DISTRICT has the right, power and privilege, subject to the Civil Service Law, and specific terms of this Agreement, where applicable, to plan, determine, direct and control or change the nature and extent of its operations, to contract with independent contractors for any work which the School District is not properly equipped or has inadequate labor to perform, provided the contract with independent contractors shall not result in any reduction of the number of affected employees; to promote employees from one classification to another; to transfer and assign employees to such places or work as it may elect, to create and abolish positions and to delegate duties, tours of duties, and the manner of performance of such duties. It also includes the right to demote, discipline, suspend or discharge employees for just cause and to relieve them from their normal duties for any legitimate reason, to introduce new equipment, methods or facilities, or change existing methods, and to make and enforce rules to carry out the normal functions of management of the DISTRICT.

SECTION IV GRIEVANCE PROCEDURE

In the event that any employee believes their rights under the terms and conditions of this contract have been violated, that employee may, without interference, restraint, discrimination or reprisal, present a grievance according to the procedure as set forth in Appendix I.

SECTION V PAY

A. GENERAL

Supplement I contains job descriptions for all employees covered by this contract. This supplement is incorporated by reference and a copy thereof will be on file in the District office and available to all employees during business hours.

1. Proposed Schedules 1-A and 1-B which are attached hereto list the pay grades, job titles and rates of pay for the respective school years for those positions which are described in Supplement I attached hereto.

2. Schedule 2 contains a listing of benefits according to job classification, setting forth the vacation and personal days allowed for each job title.

2.1 Classification D, D-1, D-2, E employees and nurses who were employed by the District prior to June 30, 1996, will receive vacation as follows:

Classification D	5 days after 1 year
Classification D-1	5 days after 1 year
Classification D-2	2 ½ days after 1 year
	4 days after 2 years
Classification E	2 ½ days after 1 year
Nurses	5 days after 1 year

In the event any of the employees in these classifications do not take vacation during the school year, then they can either request to be paid for said unused vacation by July 30 of the next school year or can accrue same according to the terms of this agreement.

3. When the employee has worked in a higher job classification for a period in excess of three (3) full working days during the school year, the employee shall be paid at the higher rate of pay while serving in the higher job classification. However, this provision shall not include substituting for a vacationing employee who is covered by this agreement. Any dispute concerning same will be resolved by the Superintendent of Schools.

4. Employees shall be paid by check in accordance with the schedules enumerated in paragraph 1 above, every other Friday of the school year. For pay purposes, computation of hours shall start on Monday and end on Sunday of each week.

5. The date on which an employee commenced work in the District or in the predecessor Mattituck Union Free School District, Cutchogue Union Free School District, or Laurel Common District shall be the anniversary date on which the years of service shall be computed for compensation.

B. RATE OF PAY

1. The hourly rate of pay for all employees covered by this agreement shall be determined by those rates of pay appearing in Schedules 1-A and 1-B which are attached hereto. The salary increases are as follows:

2006/07	-	3.5%
2007/08	-	3.5%
2008/09	-	3.75%
2009/10	-	4.00%
2010/11	-	4.00%

2. Longevity pay will be paid to eligible employees as a percentage of the base hourly rate as set forth in Schedules 1-A and 1-B and will be paid as follows:

(a) Twelve (12) years of service 1%; (b) Fourteen (14) years of service 2%; (c) Sixteen (16) years of service 3%; (d) Eighteen (18) years of service 4%; (e) Twenty (20) years of service 6%; (f) Twenty-five (25) years of service 10%.

(b) Longevity pay shall commence with the pay period following the anniversary date upon which the employee was hired.

C. PREMIUM PAY AND ADDITIONAL PAY

1. Regardless, of the normal work week hours, straight time will be paid for all hours of work under and including 40 hours per week from Monday through Sunday. Time and a half will be paid for all work in excess of 40 hours per week (Monday through Sunday) and all leaves as provided for in this agreement such as sick leave, vacation leave, personal days, paid holidays, and compensatory time will be counted in computing the 40 hours per week.

2. Employees shall have the option of choosing compensatory time in lieu of paid overtime. If compensatory time is chosen, it may be accrued up to a maximum of 40 hours. Any employee who currently has over 40 hours in compensatory time will not continue to accrue compensatory time until the employees accrued time falls below 40 hours. The method of computation for over time and compensatory time is the normal hourly rate for the first 40 hours in each week, and at one and one-half times the normal hourly rate after 40 hours in each week. Upon prior approval of the Superintendent of Schools or his designee compensatory time may be taken on an hourly basis with a minimum of 1 hour, but not more than 16 consecutive work hours. Requests for compensatory time shall be scheduled with the supervisor 2 days in advance. In the event of the death of an employee, accrued compensatory time shall be paid to the designated beneficiary or to the estate of the deceased employee.

3. "Called in" work. Any employee who is "called in" for work on any weekend or holiday or at night shall be paid at the rate of time and a half regardless of the number of hours worked during the week. (Night shall be defined as after 5:00 P.M.) Any employee who is "called in" for work on a weekend or holiday or at night shall receive a minimum of two hour's pay at the rate of time and a half. Note: Work that has been previously scheduled with the employee or is a continuous extension of the regular workday will not be considered "called in" work.

4. Classification C, D, D-2, and E employees required to work days in excess of the number required in Schedule 2 shall be compensated for all days worked provided the Superintendent of Schools shall have given prior approval. No days shall be worked without this approval.

5. When the District's Committee on Special Education, because of a special education student's behavioral, medical or other problems, recommends a special one to one special education teacher assistant/aide for that student; and a teacher assistant presently employed volunteers and is accepted by the District's Director of Special Education for this assignment, said teacher assistant will receive a 10% pay differential. However, the teacher assistant accepting such assignment should continue in such assignment for the entire school year. If no acceptable employee volunteers for a special one to one special education teacher assistant/aide assignment, then the Director of Special Education, on behalf of the School District, is entitled to hire a non-employee for this position. The non-employee who is hired for this position will receive, in addition to compensation, all benefits of health, dental and Schedule 2 (D-1 benefits); however they will not accrue any longevity and will not receive any accompanying rights on vacating the position. The President of the Association will be so notified of the hiring of a non-employee.

SECTION VI INSURANCE

A. HEALTH

1. As soon as legally permissible after the ratification of the memorandum of agreement (dated July, 2008, the District shall enroll unit members into the New York State Employees Health Insurance Program (Empire Plan – Core Plus Enhancements), coupled with a self funded vision plan.

2. (a) ACTIVE EMPLOYEES

(to be eligible for health insurance, whether individual or family plan, an employee must be scheduled to work at least twenty (20) hours in a normal work week.)

(i) An employee hired before January 1, 1993, the DISTRICT shall pay 100% of the cost of the applicable individual or family health insurance plan. Effective July 1, 2010, such employees shall contribute \$100 for individual coverage and \$300 for family coverage.

(ii) An employee hired between July 1, 1993 and December 31, 1995, shall pay 15% of the cost of the applicable individual health insurance plan.

(iii) An employee hired after January 1, 1996, shall pay 15% of the cost of the applicable individual or family health insurance plan.

(iv) An employee hired after July 1, 2000, shall pay 25% of the cost of the applicable individual or family health insurance plan. Such employees shall contribute 15% toward health insurance premiums and the self funded vision plan when the District switches to the Empire Plan.

(b) RETIREES

(For employees who retire during the term of this agreement in accordance with Article XI RETIREMENT, said employees will be eligible to receive the benefits of the District's health insurance plan in force and effect for active employees. Contributions, if any, as set forth in subparagraphs (i), (ii), and (iii) will not change in future contracts for these employees.)

(i) An employee hired before June 30, 1988, the District shall pay 100% of the cost of the applicable individual or family health insurance plan.

(ii) Any employee hired after June 30, 1988, the District shall pay 100% of the cost of the individual health insurance plan. (Eligible employees in this bracket who wish to have a family health insurance plan, will be required to reimburse the District the cost differential between the individual and the family health insurance plan.)

3. Any employee eligible for health insurance electing not to participate in the District's health insurance plan shall receive fifty (50%) percent of the District's cost for the school year involved. Payment by the District shall be made in the last pay period of the school year involved. Employees who opted out of health insurance in 2007/2008 shall have their opt out payment frozen at that dollar amount through the 2009/2010 school year. Thereafter, effective July 1, 2010, the opt out payment for family coverage shall be \$4,000. Additionally, any unit member not receiving an opt out payment in 2007/2008 who avails himself/herself of this payment shall receive \$4,000 (this includes new unit members).

4. Active employees seeking full year reinstatement or deletion in the health insurance plan must inform the District by May 15th of the preceding year. Employees seeking reinstatement in the health insurance plan during the school year shall be compensated pro-rata for the period of non-coverage subject to the rules of the health insurance plan in effect at that time.

5. Employees working less than full time shall be eligible for health and dental benefits on a pro rate basis in comparison with their full-time counterparts in similar positions. Employees working less than 20 hours will continue to be ineligible for benefits. Notwithstanding the above limitations, current employees (hired prior to July 1, 2008) will be grandfathered in with respect to health and dental benefits irrespective of the number of hours they currently work, or work in the future; except in the circumstances where a current employee requests a reduction in his/her work hours.

B. WORKER'S COMPENSATION

The DISTRICT will provide Worker's Compensation Insurance under Section 1709 of the Education Law with unlimited medical care during disability for injuries received while in the course of employment with disability benefit of 2/3 average weekly salary with a maximum of four hundred (\$400.00) dollars per week as established by the New York State Worker's Compensation Board after a mandatory seven (7) day waiting period.

C. DISABILITY

The DISTRICT will provide 100% of the cost of disability insurance for injuries not received in the course of employment. This insurance will provide a disability benefit of 1/2 of average weekly salary with a maximum of one hundred seventy (\$170.00) dollars per week for twenty-six weeks after a mandatory seven (7) day waiting period.

D. DENTAL

The DISTRICT shall pay the dental costs of its employees (individual and family) under a self-insured plan at benefit levels equal to the CNA Dental Insurance Plan that was in effect for the employees from 1/1/97 through 6/30/98. Effective upon the ratification of this agreement (July, 2008), dental claims shall be processed in accordance with the "Select Pro Dental Fee Schedule". The maximum dental benefit shall be increased as follows:

July 1, 2008 -	\$1,150
July 1, 2009 -	\$1,350
July 1, 2010 -	\$1,500

SECTION VII WORK WEEK AND WORK HOURS

A. WORK WEEK

The normal work week shall be considered Monday through Friday. However, this does not preclude the establishment of other permanent work week schedules by the Superintendent of Schools, or his designee, nor does it prevent any employee from voluntarily working on a Saturday or Sunday in lieu of another day in the week with the approval of the Superintendent of Schools. In the event an employees permanent work week is other than Monday through Friday as established by the Superintendent of Schools, the said employee shall have two consecutive days off in each week.

B. HOURS

Hours of work shall be determined by the Superintendent of Schools, or his designee.

C. BREAKS

One ten minute break for each half day of work (3 ½ or 4 hours) will be allowed. Time for such breaks shall be designated by the employee's supervisor.

SECTION VIII VACATION

1. Vacation time for all employees is set forth in Schedule 2. Vacation time must be taken in minimum of one half day increments.
2. Employees who normally receive night shift differential shall receive pay while on vacation at a rate determined by the average hourly rate for that employee including night shift differential for the preceding six months.
3. Vacations for employees will be taken at the convenience of the DISTRICT as determined by the Superintendent of Schools or his designee, subject to the operational requirements of work. Except in cases of emergencies, vacation requests of more than one day will be made by the employee to the Superintendent of Schools, or his designee, at least five (5) working days in advance of the requested vacation. If the employee has not received an answer to the vacation request within two (2) working days of the date of the request, it will be deemed to have been granted.
4. Eligible employees are strongly encouraged to take their vacation each year. Vacation may be accumulated to a total of 30 days by June 30th of each year of this contract. In the event an employee accumulates more than 30 days by June 30th and the Superintendent of Schools has not allowed the employee to use the vacation days in excess of 30 days by June 30, then the employee shall be paid for all days in excess of 30 days at the employee's pay rate on June 30th of that year. Such payment shall be made no later than July 30th of that year.
5. If the employee retires or voluntarily leaves the employment of the DISTRICT, accumulated vacation time not to exceed 30 days shall be paid in a lump sum upon the date of the last day of employment in the DISTRICT. Further, commencing January 1, 1994, any employee who retires or voluntarily leaves the employment of the DISTRICT shall have any vacation time for the school year in which the employee retires or voluntarily leaves the employment of the DISTRICT prorated to the last day of employment. However, in the even of the death, disability, or a termination by the employer, all accumulated vacation time shall be paid to the employee or the estate of the employee within 15 days.
6. Vacation entitlement shall be based upon years of service in the District. Each employee shall receive a statement of all vacation and sick days accrued on or before July 15th of each year.

SECTION IX HOLIDAYS

1. Those employee whose work time coincides with the school calendar shall observe holidays as prescribed therein.

2. Classification A employees listed in Schedule 2 shall receive the following paid holidays:

- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day following Thanksgiving Day
- December 24th
- Christmas Day
- ½ Day December 31st
- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Lincoln's Birthday
- Washington's Birthday
- ½ day Good Friday
- Memorial Day

3. When a holiday falls on a Saturday or Sunday it will normally be observed on the preceding Friday or the following Monday. If an employee is required to work on such a Friday or Monday, either an extra day's pay or accrued vacation day will be granted Classification A employees. The determination for the extra day's pay or accrued vacation day shall be made by the Superintendent of Schools, or his designee. Any Classification "A" employee scheduled to work for a ½ day December 31 will receive time and a half for working the 4 hours.

SECTION X LEAVES

A. PERSONAL DAYS

Personal days shall be granted as set forth in Schedule 2. Such leave should be scheduled with the supervisor in advance, with a minimum of 2 days notice, except in an emergency. Personal days will not be carried over from one school year to the next.

B. SICK LEAVE

1. Sick leave will be granted as set forth in Schedule 2. During the months

of July and August, sick days will be prorated for the time actually worked during those months. Sick days may be accumulated from year to year by eligible employees up to a maximum of 180 days for all job classifications except Group E which may accumulate 90 days and Group F which may not accumulate any sick days. When an eligible employee has accumulated the maximum number of sick days the employee shall, at the end of each school year be compensated for all sick days accumulated in excess of the maximum number allowed at the rate of one-half day's pay for each day of excess accumulated sick leave. Accrued personal or compensatory time may be used for any family illnesses.

2. A physician's certificate may be required in case of two (2) or more consecutive day's absence. If such note is not provided within a reasonable period of time, the employee will be docked pay for those days.

In addition, the District reserves the right to require a physician's certificate in circumstances where the employee demonstrates chronic use of sick leave, or utilizes sick leave contiguous to holidays, vacations, break periods or weekends. Chronic use of sick leave is defined as eight (8) or more occurrences of sick leave in a school year.

C. CHILD CARE LEAVE

Child care leave shall be granted up to one (1) year (365 days) whenever any employee requests same. Such leave shall be applicable to natural births or adoption. Notice of intention to request such leave shall be given as soon as possible, preferably not later than one month prior to the commencement of the leave. The leave may extend for the duration of the school year in which the application is made or at any other appropriate time with the consent of the Superintendent of Schools, or his designee. Such consent will not be unreasonably withheld. When such a leave is for a full year, the employee will give the DISTRICT three months notice of intent to return. A leave of a shorter duration will require a one month notification. Child care leave shall be without pay and benefits and will not count as a year of experience for compensation. However, an employee who has received approval for the aforesaid child care leave and who is either pregnant or has recently given birth to a child may elect to use any or all of the employee's accumulated sick leave while on the aforesaid child care leave.

D. BEREAVEMENT LEAVE

Up to three (3) days leave will be allowed for a death in the employee's immediate family. Immediate family is considered to be: Spouse, mother, father, sister, brother, child, step-child, mother-in-law, father-in-law, or any person residing within the employee's household. Requests for additional bereavement days beyond the immediate family members listed above must be requested from the Superintendent of Schools, or his designee.

SECTION XI RETIREMENT

A. RETIREMENT SYSTEM

The DISTRICT is a participating employer in the New York State Employees Retirement System and will provide under existing law a "1/50th type" retirement plan for those employees who are eligible. At present employees who are in Tiers III and IV of the Retirement System shall contribute three (3%) percent of their gross salary toward the Plan. In the event the Legislature of the State of New York changes the Co Esc Retirement Plan, the DISTRICT and the ASSOCIATION shall immediately enter into negotiations regarding same.

B. RETIREMENT COMPENSATION

1. Any employee hired before July 1, 1996, who indicates an intention to retire will receive compensation on retirement for one-half of all accumulated sick days up to a maximum of 90 days. Such compensation shall be determined by the existing hourly rate at the time of retirement multiplied by the normal number of hours in that employee's work day.
2. Any employee hired after July 1, 1996, who indicates an intention to retire will receive compensation on retirement for one-half of all accumulated sick days up to a maximum of 90 days. Such compensation shall be determined by multiplying one-half of the existing hourly rate by the normal number of hours in the employee's work day.
3. In order to be eligible for the retirement compensation, employees must:
 - a. Have completed ten (10) years of employment with the District.
 - b. Have reached minimum retirement age for their respective retirement tier.
 - c. Submit to the District a letter of intent to retire on or before April 1st in the school year prior to the intended retirement date.
 - d. Notwithstanding the above, in the event of the death of an employee who has been employed ten (10) years in the DISTRICT, the retirement compensation shall be paid to the estate of the deceased employee within six (6) months in accordance with the above calculations.

SECTION XII CUSTODIANS

1. Custodial workers are required to wear uniforms provided by the DISTRICT during the months September through June.
2. The DISTRICT shall initially provide five (5) uniforms to each custodial worker. Replacement uniforms will be provided at the DISTRICT'S expense as required.

3. Work required of custodians for outside activities on Saturday, Sunday or holidays will be assigned on a rotating basis. Schedules establishing same will be posted. Whenever possible, notice of all school and outside activities will be posted in the appropriate buildings at least twenty-four (24) hours in advance.

4. Certain members of the custodial staff will be required to work until 11:30 P.M., which shift shall commence at 3 P.M. and then terminate at 11:30 P.M., including a 30 minute dinner break. The custodial staff working these particular hours shall receive night differential pay of 8% which shall be paid to custodial employees for all hours worked during this shift. Those members of the custodial staff who work three or more hours after 5:00 P.M. and/or prior to 7:00 A.M., will receive night differential pay of 8% for those extra hours worked after 5:00 P.M. and/or prior to 7:00 A.M. when such work is performed for three or more hours per work day. This differential shall not be paid when the work performed is overtime work. A night differential shall not be paid to: Chief Custodian, Head Custodian or Maintenance Worker II; as their weekly work schedule will be established by the Superintendent of Schools or his designee and said work schedule, may, on some weeks include work after 5:00 P.M. The Superintendent of Schools or his designee may appoint one of the custodial employees with an additional duty as a lead custodial worker. If a lead custodial worker is entitled to receive night differential pay for work performed on any one day; then in addition to the night differential pay, said lead custodial worker shall be paid the sum of \$11.90 for each shift of work.

5. The Board of Education of the District, on January 15, 1998, created the interim position of "Senior Custodial Worker at Laurel School", effective from January 1, 1998 until such time as the Laurel School is no longer utilized by the District for public instruction of its students. Upon the Laurel School ceasing to be used by the District for public instruction of its students, the interim position of "Senior Custodial Worker at Laurel School" shall cease and the holder of such position at that time shall revert to his or her former job title and pay grade, however longevity credit will be given for the time served in the position of "Senior Custodial Worker at Laurel School". (For example, this position is presently held by Samuel G. Strickland who would revert to Custodial Worker 1A-1 if the Laurel School would close.)

SECTION XIII

BUS DRIVERS

1. Bus drivers employed by the DISTRICT, or their written designee, will bid all instructional "bus runs" transporting students to and from school according to seniority one week before the opening day of school.

2. The drivers will review the listed "bus runs" that will be subject to bidding twenty-four (24) hours before the actual bidding takes place.

3. In the event during the school year any instructional "bus runs" transporting students to and from school are eliminated, the bus driver whose "bus run" was eliminated will have the option to either: a) bump the least senior driver or, b) have first choice for the remainder of the school year to take any available "bus runs" to make up for the hours lost for the eliminated "bus run".

4. If a bus driver is called in by the District for a bus run, said run will be a minimum of two (2) hours paid time. However, if an additional run occurs within 45 minutes of the conclusion of a previous run and the bus driver is on the school premises, the bus driver will be paid for the time of the additional run plus up to the 45 minutes of waiting time.

5. A listing of accumulated overtime hours by the drivers employed by the District will be posted at a convenient place at the beginning of each week of the school year.

6. The transportation coordinator will attempt to give equal opportunity in hours to all bus drivers for extra bus run hours that take place during the school year. Such runs should not interfere with the bus drivers normal instructional "bus runs".

7. Bus drivers will be paid for actual time spent at the refresher courses given during the year.

SECTION XIV MISCELLANEOUS

A. ACCOUNTABILITY FOR TIME WORKED

1. Wages for all employees covered by this agreement are to be determined by the amount of time mechanically recorded on the time cards less appropriate lunch periods. All employees covered by this agreement with the exception of bus drivers, bus monitors, Superintendent's secretary, and school nurses will be required to record the time of arrival and the time of departure from work by inserting their time card into an automatic time clock provided by the DISTRICT. Time cards for such purposes shall be provided for by the DISTRICT. Time clocks will be located in the building where the employee begins and ends the work day if possible. If this is not feasible, the location of the time clock will be determined by the Superintendent of Schools, or his designee.

2. Time cards should record all hours worked including overtime. All overtime worked, except for emergencies, must have prior authorization and the time card shall be initialed by the supervisor authorizing the overtime prior to the payment.

3. Any exceptions to time card procedures must be brought to the attention of the Superintendent of Schools, or his designee, who shall have the authority to approve exceptions where necessary.

B. LAY OFFS

In the event of a layoff, the District's policy will be to layoff individuals on a reverse seniority basis. In the event of a layoff, the DISTRICT will make every effort to insure the separated personnel within the bargaining unit, if qualified, will be placed in other positions whenever reasonably possible. All employees who have been laid off from employment by the DISTRICT because of a reduction in the staff will be given first consideration in the event of the hiring of a new employee for the same title for a period of five (5) years from the time the former employee was laid off.

C. TRANSFERS

An employee at his request may be transferred or may be transferred involuntarily by the Superintendent of Schools based upon the best interests of the School District taking into account the employee's seniority, qualifications for the position, special or unique skills, and the employee's desires. Prior to the transfer, the employee will be given the opportunity to meet with the Superintendent to discuss the transfer. Employee may be represented by the CSEA at such a conference.

D. RECLASSIFICATION

An employee seeking a job reclassification and/or upgrading will be required to present supporting letters from the employee, and, if possible, the employee's immediate supervisor to the Superintendent of Schools. If the Superintendent of Schools agrees with the request, he shall submit same to the Board of Education at its next regular meeting for the Board's consideration. If the Superintendent of Schools disagrees with the request, he shall notify the employee, in writing, within ten (10) days of his decision. If submitted to the Board of Education, the employee shall be notified of the Board's decision, in writing, within thirty (30) days after the date of the meeting.

E. NEW POSITIONS

1. For purposes of this Agreement, a "new position" is defined as: a) an increase in the number of positions in a particular job title; or b) the introduction of a new job title.

2. If an employee requests consideration for a "new position", and in the judgment of the Superintendent of Schools such employee has the same qualifications and, other factors are equal, the employee shall be given preference over a non-employee applicant. In the event two or more employees apply for the "new position"; and in the judgment of the Superintendent of Schools these employees have the same qualifications and other factors are equal, the employee having seniority will be given the "new position".

3. All "new positions" shall be posted for a period of ten (10) working days and a copy of the notice will be placed in the Association President's mail box at the time of posting.

4. If an employee who requests consideration for a "new Position" is not granted said position, said employee may in writing request a meeting with the Superintendent of Schools for the reasons the employee was not granted the "new position".

F. VACANT POSITION

1. For the purposes of this agreement, a "vacant position" occurs when an employee leaves a particular job title for any reason.

2. If the DISTRICT elects to fill the "vacant position", then the following procedure will occur:

- a. If any employee requests to be considered for the "vacant position" which is outside the employee's current job title, and in the judgment of the Superintendent of Schools such employee has the same qualifications as a non-employee applicant and other factors are equal, the employee shall be given preference over a non-employee applicant. In the event that two or more employees apply for the "vacant position", and in the judgment of the Superintendent of Schools these employees have the same qualifications and other factors of equal, the employee with seniority will be assigned to the "vacant position".
- b. If an employee requests to be considered for a transfer to a "vacant position" and said position is within the employee's current job title, then the Superintendent of Schools may give preference to the employee because of seniority, or over a non-employee applicant.
- c. If an employee who requests consideration for a "vacant position" is not granted said position, said employee may in writing request a meeting with the Superintendent of Schools for the reasons the employee was not granted the "vacant position".

G. MEDICAL EXAM

Any medical examination which may be required by the DISTRICT shall be paid for by the DISTRICT. Employees may have an annual physical by their own licensed physician for which the DISTRICT will pay no more than \$15.00. The DISTRICT will pay for flu shots given by the school physician in the school health office.

H. USE OF PERSONAL MOTOR VEHICLES

In the event an employee is required to use his personal motor vehicle for any DISTRICT business, the employee shall be reimbursed at the most current Internal Revenue Service mileage rate. However, whenever possible, an attempt will be made by the DISTRICT to minimize the employee's use of personally owned vehicles for DISTRICT business.

I. PAYROLL DEDUCTION

The DISTRICT agrees when authorized by an employee to deduct from the employee's wages, sums for the Teachers Federal Credit Union and any existing tax shelter annuities which are presently deducted from any other employees or teachers salaries.

J. EDUCATIONAL REIMBURSEMENT

The DISTRICT agrees to reimburse employees for any tuition costs for a job related course as satisfactorily completed, provided prior approval of the course has been obtained from the Superintendent of Schools.

K. EMPLOYEE EVALUATION REPORTS

1. All permanent employees covered by this Agreement will receive at least one (1) written evaluation by the employee's supervisor no later than April 30th of each school year. All evaluations will be reviewed and signed by the Superintendent of Schools and a copy of the report shall be provided to the employee prior to the evaluation being placed in the employee's personnel file. The evaluation report must be signed by the employee, which signature shall not indicate approval or disapproval, but only that the employee has reviewed the evaluation report. Any response to the evaluation report must be filed with the employee's personnel file within thirty (30) days from the receipt of the evaluation. Such response shall be attached to and become part of the original evaluation report in the employee's personnel file. No report more than two (2) years old may be used as a basis for any disciplinary action.

2. A. Probationary employees employed in a Civil Service competitive position will have a probationary period of twenty-six (26) weeks from the date of employment in that position. Periods of absences such as child care leave, disability or workmen's compensation leave shall be added to the probationary period. The probationary employee serving in a competitive position will be evaluated by the employee's supervisor, in writing, no later than the 60th, 120th, and 150th day from the date of employment. This evaluation will be reviewed by the supervisor with the employee and provided to the Superintendent of Schools and to the Personnel Committee of the Board of Education and placed in the employee's personnel file. The evaluation report must be signed by the employee, which signature shall not indicate approval or disapproval, but only that the employee has reviewed the evaluation report. Any response to the evaluation report must be filed with the employee's personnel file within thirty (30) days from the receipt of the evaluation. Such response shall be attached to and become part of the original evaluation report in the employee's personnel file.

B. (i) Probationary employees employed in a Civil Service non-competitive, exempt, or labor class position, will have a probationary period of a minimum of fifty-two (52) weeks and a maximum of seventy-eight (78) weeks from the date of employment in that position. Periods of absences such as child care leave, disability or workmen's compensation leave shall be added to the probationary period. The probationary employee serving in a non-competitive, exempt or labor class position, will be evaluated by the employee's supervisor in writing no later than the 60th, 120th, 180th, 270th, 330th, 390th, 450th and 510th day from the date of employment. This evaluation will be reviewed by the supervisor with the employee and provided to the Superintendent of Schools and to the Personnel Committee of the Board of Education and placed in the employee's personnel file. The evaluation report must be signed by the employee, which signature shall not indicate approval or disapproval, but only that the employee has reviewed the evaluation report. Any response to the evaluation report must be filed with the employee's personnel file within thirty (30) days from the receipt of the evaluation. Such response shall be attached to and become part of the original evaluation report in the employee's personnel file.

(ii) If the probationary employee so requests, the Superintendent of Schools may recommend to the Personnel Committee for approval by the Board of Education to end the probationary period at the meeting of the Board of Education which precedes the 52nd week of the employee's date of employment. If the probationary employee is not recommended for permanent employee status, or is not approved by the Board of Education for permanent employee status at the 52nd week, then the employee will be given a reason and the employee probationary status could continue for another twenty-six (26) weeks, however, the Superintendent of Schools may recommend for action by the Personnel Committee and the Board of Education to end the probationary period or at anytime prior to the 78th week of employment.

L. EMPLOYEE PERSONNEL FILES

Upon request, and at reasonable intervals of time, an employee shall be permitted to examine his/her official employee personnel file. The business office shall reproduce for the employee at his/her request any material in the file. The employee shall have the right to answer any material filed, and his/her answer shall be attached to said material inserted in the employee's file.

M. ASSOCIATION ACTIVITIES

When it is necessary for the President of the Association and/or his/her designated building representatives, acting in their capacity as representatives of the employees, to engage in ASSOCIATION activities which cannot be performed after work hours; such person or persons shall be given time without loss of pay for the performance of those duties. Specific times for such activities shall have the approval of the Superintendent of Schools.

N. CIVIL SERVICE LAW PROTECTION

All employees covered by this Agreement, shall be afforded protection as provided in Article 5, Section 75 of the Civil Service Law.

O. JURY DUTY

Employees who are called to serve jury duty or who are subpoenaed for court appearances will continue to receive the regular pay notwithstanding required absence from the job. In this event, the money received for such service, except for mileage, shall be turned into the School District Business Office.

SECTION XV LABOR MANAGEMENT COUNCIL

1. The ASSOCIATION and the DISTRICT for the purpose of maintaining a harmonious and cooperative relationship between the DISTRICT and the ASSOCIATION employees in resolving inequities in salary, employee classifications, job titles, interpretation of the conditions of this agreement and the equitable resolution of alleged grievances during the term of this agreement, hereby form a Labor Management Council. The Council shall consist of the Superintendent of Schools, the Association President, and the CSEA representative.

2. The Council's regular meetings shall be held in the Superintendent of Schools office or such other convenient place four (4) times per year within five (5) calendar days of October 30th, January 30th, April 30th, and June 30th. Special meetings may be called by the Superintendent or the Association upon ten (10) days notice. The Superintendent shall be responsible for having minutes taken at the meeting, and furnishing a copy to the Association within ten (10) days of the conclusion of the meeting. The Superintendent and Association may have in attendance at any regular or special meeting any interested party it deems necessary upon ten (10) days written notice to the other party.

SECTION XVI DURATION OF AGREEMENT

1. The parties agree that all understandings, agreements and negotiable items have been fully and completely expressed in this agreement. Furthermore, the parties agree that negotiations will not be re-opened on any item whether contained herein or not during the life of this agreement except that if any new, non-instructional classification is established during the life of this agreement, such a classification shall be negotiable with regard to pay grade and benefits.

2. This agreement and all provisions are to be interpreted under the Laws of the State of New York. In the event any provision of this agreement is held to violate the laws, the provisions shall not bind either of the parties but the remainder of the agreement shall remain in full force and effect as if the invalid provision had not been a part of this agreement.

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

4. The provisions of this contract shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2011.

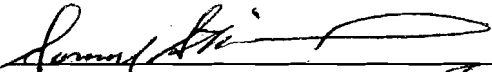
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the 8th day of August, 2008.

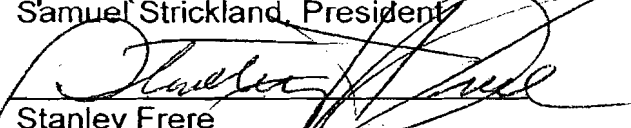
MATTITUCK-CUTCHOGUE UNION FREE SCHOOL DISTRICT
TOWN OF SOUTHOLD, SUFFOLK
COUNTY, NEW YORK

By James F. McKenna
James McKenna
Superintendent of Schools

By Christopher Venator
Christopher Venator

MATTITUCK-CUTCHOGUE UNION FREE SCHOOL DISTRICT UNIT OF THE
CIVIL SERVICE EMPLOYEES ASSOCIATION LOCAL 1000, AMERICAN
FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES AFL-CIO

By 
Samuel Strickland, President

By 
Stanley Frere
Labor Relations Specialist

SCHEDULE 1-A

Rate of Pay for School Year 2006-2007

3.50%

PAY GRADE	JOB TITLE	0 - 1 YEARS	2 - 5 YEARS	6 - 10 YEARS	11+ YEARS
1	Chief Custodian	\$28.75	\$30.49	\$32.61	\$34.83
2	Head Custodian	\$28.12	\$29.83	\$31.99	\$34.20
3B	Maintenance Worker III	\$24.12	\$25.43	\$27.03	\$28.82
3	Maintenance Worker II	\$24.00	\$25.14	\$26.74	\$28.53
3A	Maintenance Worker I	\$21.62	\$22.98	\$24.66	\$25.96
4	Senior Custodial Worker	\$21.62	\$22.98	\$24.66	\$25.96
5	Groundskeeper II	\$21.62	\$22.98	\$24.66	\$25.96
5A	Groundskeeper I	\$18.59	\$19.57	\$20.77	\$22.31
6	Custodial Worker 1A - 1	\$18.05	\$19.03	\$20.22	\$21.77
7	Custodial Worker 1A - 2	\$18.05	\$19.03	\$20.22	\$21.77
8	Custodial Aide	\$14.50	\$15.40	\$16.69	\$17.66
11	Administrative Assistant	\$21.62	\$22.98	\$24.66	\$25.96
12	Senior Account Clerk	\$21.62	\$22.98	\$24.66	\$25.96
13	Account Clerk	\$20.63	\$21.77	\$22.98	\$24.66
14	Senior Clerk Typist	\$20.63	\$21.77	\$22.98	\$24.66
15	Clerk Typist	\$19.09	\$20.22	\$21.77	\$22.98
16	Clerk	\$14.50	\$15.40	\$16.69	\$17.66
17	School Health Aide	\$18.05	\$19.03	\$20.22	\$21.77
21	Transportation Coordinator	\$29.18	\$30.86	\$32.96	\$35.28
22	School Bus Driver	\$18.05	\$19.03	\$20.22	\$21.77
23	Bus Monitor	\$14.50	\$15.40	\$16.69	\$17.66
25	School Nurse	\$24.91	\$26.42	\$28.30	\$30.32
26	School Administrative Aide	\$20.63	\$21.77	\$22.98	\$24.66
26A	Technical Support Rep	\$24.70	\$26.03	\$27.49	\$29.51
27	Teacher Assistant	\$16.59	\$17.66	\$19.03	\$20.22
28	Library Aide	\$15.72	\$16.69	\$17.66	\$19.03
29	Monitor	\$13.13	\$14.03	\$15.40	\$16.69
30	Guard II	\$20.63	\$21.77	\$22.98	\$24.66
31	Guard I	\$18.05	\$19.03	\$20.22	\$21.77
32	NAT (No appl title)	\$12.10	\$12.89	\$14.03	\$15.40

SCHEDULE 1-B

Rate of Pay for School Year 2007-2008

3.50%

PAY GRADE	JOB TITLE	0 - 1 YEARS	2 - 5 YEARS	6 - 10 YEARS	11+ YEARS
1	Chief Custodian	\$29.76	\$31.56	\$33.75	\$36.05
2	Head Custodian	\$29.11	\$30.87	\$33.11	\$35.39
3B	Maintenance Worker III	\$24.96	\$26.32	\$27.98	\$29.83
3	Maintenance Worker II	\$24.84	\$26.02	\$27.68	\$29.53
3A	Maintenance Worker I	\$22.38	\$23.78	\$25.53	\$26.87
4	Senior Custodial Worker	\$22.38	\$23.78	\$25.53	\$26.87
5	Groundskeeper II	\$22.38	\$23.78	\$25.53	\$26.87
5A	Groundskeeper I	\$19.24	\$20.26	\$21.50	\$23.10
6	Custodial Worker 1A - 1	\$18.68	\$19.70	\$20.93	\$22.53
7	Custodial Worker 1A - 2	\$18.68	\$19.70	\$20.93	\$22.53
8	Custodial Aide	\$15.01	\$15.94	\$17.28	\$18.28
11	Administrative Assistant	\$22.38	\$23.78	\$25.53	\$26.87
12	Senior Account Clerk	\$22.38	\$23.78	\$25.53	\$26.87
13	Account Clerk	\$21.35	\$22.53	\$23.78	\$25.53
14	Senior Clerk Typist	\$21.35	\$22.53	\$23.78	\$25.53
15	Clerk Typist	\$19.75	\$20.93	\$22.53	\$23.78
16	Clerk	\$15.01	\$15.94	\$17.28	\$18.28
17	School Health Aide	\$18.68	\$19.70	\$20.93	\$22.53
21	Transportation Coordinator	\$30.20	\$31.94	\$34.12	\$36.52
22	School Bus Driver	\$18.68	\$19.70	\$20.93	\$22.53
23	Bus Monitor	\$15.01	\$15.94	\$17.28	\$18.28
25	School Nurse	\$25.78	\$27.35	\$29.29	\$31.38
26	School Administrative Aide	\$21.35	\$22.53	\$23.78	\$25.53
26A	Technical Support Rep	\$25.56	\$26.94	\$28.45	\$30.54
27	Teacher Assistant	\$17.17	\$18.28	\$19.70	\$20.93
28	Library Aide	\$16.27	\$17.28	\$18.28	\$19.70
29	Monitor	\$13.59	\$14.53	\$15.94	\$17.28
30	Guard II	\$21.35	\$22.53	\$23.78	\$25.53
31	Guard I	\$18.68	\$19.70	\$20.93	\$22.53
32	NAT (No appl title)	\$12.52	\$13.34	\$14.53	\$15.94

SCHEDULE 1-C

Rate of Pay for School Year 2008-2009

3.7500%

PAY GRADE	JOB TITLE	0 - 1 YEARS	2 - 5 YEARS	6 - 10 YEARS	11+ YEARS
1	Chief Custodian	\$30.87	\$32.74	\$35.02	\$37.40
2	Head Custodian	\$30.20	\$32.03	\$34.35	\$36.72
3B	Maintenance Worker III	\$25.90	\$27.31	\$29.03	\$30.95
3	Maintenance Worker II	\$25.77	\$27.00	\$28.72	\$30.64
3A	Maintenance Worker I	\$23.22	\$24.67	\$26.48	\$27.87
4	Senior Custodial Worker	\$23.22	\$24.67	\$26.48	\$27.87
5	Groundskeeper II	\$23.22	\$24.67	\$26.48	\$27.87
5A	Groundskeeper I	\$19.96	\$21.02	\$22.31	\$23.96
6	Custodial Worker 1A - 1	\$19.38	\$20.44	\$21.72	\$23.37
7	Custodial Worker 1A - 2	\$19.38	\$20.44	\$21.72	\$23.37
8	Custodial Aide	\$15.57	\$16.54	\$17.93	\$18.96
11	Administrative Assistant	\$23.22	\$24.67	\$26.48	\$27.87
12	Senior Account Clerk	\$23.22	\$24.67	\$26.48	\$27.87
13	Account Clerk	\$22.15	\$23.37	\$24.67	\$26.48
14	Senior Clerk Typist	\$22.15	\$23.37	\$24.67	\$26.48
15	Clerk Typist	\$20.49	\$21.72	\$23.37	\$24.67
16	Clerk	\$15.57	\$16.54	\$17.93	\$18.96
17	School Health Aide	\$19.38	\$20.44	\$21.72	\$23.37
21	Transportation Coordinator	\$31.33	\$33.14	\$35.40	\$37.89
22	School Bus Driver	\$19.38	\$20.44	\$21.72	\$23.37
23	Bus Monitor	\$15.57	\$16.54	\$17.93	\$18.96
25	School Nurse	\$26.75	\$28.37	\$30.39	\$32.55
26	School Administrative Aide	\$22.15	\$23.37	\$24.67	\$26.48
26A	Technical Support Rep	\$26.52	\$27.95	\$29.52	\$31.69
27	Teacher Assistant	\$17.82	\$18.96	\$20.44	\$21.72
28	Library Aide	\$16.88	\$17.93	\$18.96	\$20.44
29	Monitor	\$14.10	\$15.07	\$16.54	\$17.93
30	Guard II	\$22.15	\$23.37	\$24.67	\$26.48
31	Guard I	\$19.38	\$20.44	\$21.72	\$23.37
32	NAT (No appl title)	\$12.99	\$13.84	\$15.07	\$16.54

SCHEDULE 1-D

Rate of Pay for School Year 2009-2010

4.00%

PAY GRADE	JOB TITLE	0 - 1 YEARS	2 - 5 YEARS	6 - 10 YEARS	11+ YEARS
1	Chief Custodian	\$32.11	\$34.05	\$36.42	\$38.89
2	Head Custodian	\$31.40	\$33.31	\$35.73	\$38.19
3B	Maintenance Worker III	\$26.93	\$28.40	\$30.19	\$32.19
3	Maintenance Worker II	\$26.80	\$28.08	\$29.87	\$31.87
3A	Maintenance Worker I	\$24.15	\$25.66	\$27.54	\$28.99
4	Senior Custodial Worker	\$24.15	\$25.66	\$27.54	\$28.99
5	Groundskeeper II	\$24.15	\$25.66	\$27.54	\$28.99
5A	Groundskeeper I	\$20.76	\$21.86	\$23.20	\$24.92
6	Custodial Worker 1A - 1	\$20.16	\$21.26	\$22.59	\$24.31
7	Custodial Worker 1A - 2	\$20.16	\$21.26	\$22.59	\$24.31
8	Custodial Aide	\$16.19	\$17.20	\$18.64	\$19.72
11	Administrative Assistant	\$24.15	\$25.66	\$27.54	\$28.99
12	Senior Account Clerk	\$24.15	\$25.66	\$27.54	\$28.99
13	Account Clerk	\$23.04	\$24.31	\$25.66	\$27.54
14	Senior Clerk Typist	\$23.04	\$24.31	\$25.66	\$27.54
15	Clerk Typist	\$21.31	\$22.59	\$24.31	\$25.66
16	Clerk	\$16.19	\$17.20	\$18.64	\$19.72
17	School Health Aide	\$20.16	\$21.26	\$22.59	\$24.31
21	Transportation Coordinator	\$32.58	\$34.47	\$36.81	\$39.40
22	School Bus Driver	\$20.16	\$21.26	\$22.59	\$24.31
23	Bus Monitor	\$16.19	\$17.20	\$18.64	\$19.72
25	School Nurse	\$27.82	\$29.51	\$31.60	\$33.85
26	School Administrative Aide	\$23.04	\$24.31	\$25.66	\$27.54
26A	Technical Support Rep.	\$27.58	\$29.07	\$30.70	\$32.95
27	Teacher Assistant	\$18.53	\$19.72	\$21.26	\$22.59
28	Library Aide	\$17.56	\$18.64	\$19.72	\$21.26
29	Monitor	\$14.67	\$15.67	\$17.20	\$18.64
30	Guard II	\$23.04	\$24.31	\$25.66	\$27.54
31	Guard I	\$20.16	\$21.26	\$22.59	\$24.31
32	NAT (No appl title)	\$13.51	\$14.39	\$15.67	\$17.20

SCHEDULE 1-E

Rate of Pay for School Year 2010-2011

4.00%

PAY GRADE	JOB TITLE	0 - 1 YEARS	2 - 5 YEARS	6 - 10 YEARS	11+ YEARS
1	Chief Custodian	\$33.39	\$35.41	\$37.88	\$40.45
2	Head Custodian	\$32.66	\$34.64	\$37.16	\$39.72
3B	Maintenance Worker III	\$28.01	\$29.54	\$31.40	\$33.48
3	Maintenance Worker II	\$27.88	\$29.20	\$31.06	\$33.14
3A	Maintenance Worker I	\$25.11	\$26.69	\$28.65	\$30.15
4	Senior Custodial Worker	\$25.11	\$26.69	\$28.65	\$30.15
5	Groundskeeper II	\$25.11	\$26.69	\$28.65	\$30.15
5A	Groundskeeper I	\$21.59	\$22.73	\$24.13	\$25.92
6	Custodial Worker 1A - 1	\$20.96	\$22.11	\$23.49	\$25.28
7	Custodial Worker 1A - 2	\$20.96	\$22.11	\$23.49	\$25.28
8	Custodial Aide	\$16.84	\$17.89	\$19.39	\$20.51
11	Administrative Assistant	\$25.11	\$26.69	\$28.65	\$30.15
12	Senior Account Clerk	\$25.11	\$26.69	\$28.65	\$30.15
13	Account Clerk	\$23.96	\$25.28	\$26.69	\$28.65
14	Senior Clerk Typist	\$23.96	\$25.28	\$26.69	\$28.65
15	Clerk Typist	\$22.17	\$23.49	\$25.28	\$26.69
16	Clerk	\$16.84	\$17.89	\$19.39	\$20.51
17	School Health Aide	\$20.96	\$22.11	\$23.49	\$25.28
21	Transportation Coordinator	\$33.89	\$35.85	\$38.29	\$40.98
22	School Bus Driver	\$20.96	\$22.11	\$23.49	\$25.28
23	Bus Monitor	\$16.84	\$17.89	\$19.39	\$20.51
25	School Nurse	\$28.93	\$30.69	\$32.87	\$35.21
26	School Administrative Aide	\$23.96	\$25.28	\$26.69	\$28.65
26A	Technical Support Rep.	\$28.68	\$30.23	\$31.93	\$34.27
27	Teacher Assistant	\$19.27	\$20.51	\$22.11	\$23.49
28	Library Aide	\$18.26	\$19.39	\$20.51	\$22.11
29	Monitor	\$15.25	\$16.30	\$17.89	\$19.39
30	Guard II	\$23.96	\$25.28	\$26.69	\$28.65
31	Guard I	\$20.96	\$22.11	\$23.49	\$25.28
32	NAT (No appl title)	\$14.05	\$14.97	\$16.30	\$17.89

SCHEDULE 2

BENEFITS

<u>CLASSIFICATION</u>	<u>JOB TITLE</u>	<u>TIME WORKED</u>	<u>VACATION</u>	<u>SICK</u>
		Hours per week Month or Days Per School Year	Days per School Year Days	Days per Month Month Worked
A	Chief Custodian	35/40 Hours	10 after 1 yr.	2
	Head Custodian	12 Months	15 after 5 yrs.	1.5
	Senior Custodial Worker		20 after 10 yrs.	
	Maintenance Mechanic III			
	Maintenance Mechanic II			
	Maintenance Mechanic I			
	Groundskeeper II			
	Groundskeeper I			
	Custodial Worker 1A1			
	Custodial Aide			
	Senior Account Clerk			
	Administrative Assistant			
	Account Clerk			
B	Senior Clerk Typist	Less than	10 after 1 yr.	2
	Clerk Typist	40 hours	15 after 7 yrs.	1.5
		12 months*	20 after 12 yrs.	
C-1	Trans. Supervisor	35 hours*	6 after 1 yr.	2
	Clerk Typist	200 days*	10 after 10 yrs.	1.5
	Custodial Worker 1A2	12 months	14 after 15 yrs.	
C-2	Nurse	35 hours*		2
		190 days*		1.5
C-3	Nurse	35 hours*		2
		200 days*		1.5
C-4	Guard II	35-40 hours*		2
	Guard I	180-185 days*		1.5
D	Head School Bus Driver	35 hours*		2
	Clerk Typist	180 days*		1.5
	School Health Aide			
D-1	Teaching Assistant	30-34 hours*		2
	School Admin. Aide	180 days*		1.5
	Technical Support Rep			
	Library Aide			
D-2	School Bus Driver	30 hours		2
		180 days*		1.5**
E	Monitor, Library Aide	180 days		
	School Bus Driver	20-29 hours		2
	Bus monitor			1
F	Any employee who works at least 30 consecutive work days or 60 non-consecutive work days during the school year	0-20 hours		0

*During the school year, September through June, the employee works on those days when school is in session.

**During July and August sick days will be pro-rated for the time actually worked.

APPENDIX I GRIEVANCE PROCEDURE

A. DECLARATION AND PURPOSE

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the District and its employees is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances or employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies or in the courts.

B. DEFINITIONS

1. A Grievance is a claim by an employee or group of employees in the negotiating unit based upon any event or condition affecting their terms and conditions of employment. These conditions shall include but not be limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practice or customs of the Board, District and Administration.

2. Whenever the word day is used it shall mean a day in which the District's business office is open.

3. The term Supervisor shall mean any department coordinator, principal, immediate superior, or other administrative or supervisory officer (excluding the Chief Executive Officer) responsible for the area in which an alleged grievance arises.

4. The Superintendent of Schools is the Chief Executive Officer.

5. Association shall mean the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME, AFL-CIO, SUFFOLK EDUCATIONAL LOCAL 870.

6. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

7. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

8. Grievance Committee is the committee created and constituted by the Association.

C. PROCEDURES

1. All grievances shall include the name and position of the aggrieved party; the identity of the provisions of law, this agreement, policies, etc., involved in the grievance; the time when and place where the alleged events or conditions constituting the grievance existed; the identity of the party responsible for causing the said events or conditions; if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. Except for information decisions at Stage One (a), described below, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth finding of fact, conclusions, and supporting reasons.

3. If a grievance affects a group of employees and appears to be associated with school district-wide policies, it may be submitted by the Association directly at Stage Two described below.

4. The preparation and processing of grievances, insofar as practicable, should not be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of employees duty hours.

5. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

6. An aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and question all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of his grievance procedure.

7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District or by any member of the administration against the aggrieved party, party in interest, representative, member of the grievance committee or any other participant in the grievance procedure, or any other person by reason of such grievance or participation therein.

8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents as jointly developed by the District and the Association will be available at the District office. The Superintendent of Schools shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

9. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.