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# AGREEMENT

by and between the

**LONGWOOD CENTRAL  
SCHOOL DISTRICT**

and

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

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



**Longwood CSD Unit #8795  
Suffolk County Educational Local 870**

**July 1, 2002 - June 30, 2006**



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AGREEMENT made this 18<sup>th</sup> day of September, 2003 by and between LONGWOOD CENTRAL SCHOOL DISTRICT, MIDDLE ISLAND, TOWN OF BROOKHAVEN, COUNTY OF SUFFOLK, STATE OF NEW YORK, hereinafter referred to as the "District" and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, CSEA Local 870, Unit 8795, hereinafter referred to as the "CSEA".

**WITNESSETH:**

WHEREAS, after collective bargaining procedures pursuant to Article 14 of the Civil Service Law of the State of New York, the parties have come to an agreement, and it is desired to set forth the terms and conditions of said agreement herein; and

WHEREAS, the parties recognize the common responsibility for the improvement of the quality of educational services provided to the students and the community, and that they can best attain their common objectives and discharge their common responsibilities through mutual consultation and making mutually acceptable decisions in matters of common concern, except as limited by law;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree one with the other as follows:

**ARTICLE I  
Recognition**

1. The district recognizes Civil Service Employees' Association Inc., Local 1000, AFSCME, AFL-CIO, CSEA Local 870, Unit 8795 for the purposes of negotiation, as the exclusive representative of the operational employees of the District.
2. The term "operational employee" includes all classifications of non-instructional personnel but excludes the Director of Plant Facilities, Food Service Manager, Transportation Coordinator, Secretaries to the Superintendent of Schools, Secretaries to the Assistant Superintendent for Instruction and Learning, Secretaries to the Assistant Superintendent for District Operations, Secretaries to the Assistant Superintendent for School and Community Services, Secretaries to the Assistant Superintendent for Pupil Personnel Services, Business Manager, District Clerk, Personnel Assistant, Payroll Supervisor, and Assistant Plant Facilities Administrator.
3. This contract shall not impair the rights of either party or member thereof under the law or other applicable regulations which have precedence over this agreement.

4. This recognition shall extend for the maximum period permitted by law.
5. This agreement shall remain in effect until and including June 30, 2006.
6. It is agreed by and between the parties that any provision of this agreement, requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.
7. A domestic partnership is one in which you and your partner are 18 years of age or older, unmarried and not related by marriage or blood in a way that would bar marriage, living together, involved in a lifetime relationship and financially interdependent. The partners must be each others sole domestic partner and must have been in the partnership for six months and be able to provide proof of shared residency and financial interdependence.

## **ARTICLE II Physical Examinations**

1. All employees are required to pass a complete physical examination upon employment. If the school physician is chosen by the employee, the District shall pay the cost of said examination. Otherwise, the individual shall pay for the examination.
2. The District reserves the right to request a physical examination of any employee at any time, said examination to be made by the school physician and such request shall not be subject to grievance procedures.

## **ARTICLE III Work Schedule**

### 1. Definitions

#### A. Full-time, 12-month employee

Any operational employee hired to work a full 12-month period (July 1 - June 30 of the following year), and who works the regularly scheduled work day and work week in any of the job classifications covered by this agreement.

#### B. Full-time 10-month employee

Any operational employee hired to work a full 10-month period (September 1 - June 30 of the following year), and who works the regularly scheduled work day and workweek in any of the job

classifications covered by this agreement.

C. Part-time employees

Any operational employee who works fewer hours than the daily scheduled hours and/or workweek of full time 10-month employees.

2. School Monitors & Teacher Aides

School monitors and teacher aides shall work for such hours as their services are needed by the District with a minimum guarantee of three (3) hours per day for each day of work.

3. Security Personnel and Guards

A. The workweek for security personnel shall consist of eight (8) hour shifts inclusive of a thirty (30) minute lunch period.

B. Guards are hourly employees who may be employed on varied shifts for either 12 months, 10 months, school session or weekends and holidays.

4. Clerical Employees

The workweek for clerical employees shall consist of five (5) seven-hour days exclusive of one-half hour for lunch, for a total of thirty-five (35) hours per week.

5. Technology, Audio Visual, Custodial, Grounds and Maintenance Personnel

The workweek for technology, audio visual, custodial, grounds and maintenance personnel shall consist of five (5) eight-hour days inclusive of one-half hour for lunch, for a total of forty (40) hours per week.

6. Other Part-time Personnel

A. The individual work schedule and specific hours are to be arranged by the immediate supervisor in each area, school or office.

B. On normal workdays when school is not in session, food service workers and school monitors and teacher aides are not required to work. It is understood no pay will be received for these days, with the exception of orientation day. The work year shall be for 180 days.

C. When school is in session for only part of the day, part-time employees may be required to work specific hours depending on assignment to be determined by the building principal. Those part-time employees who are not required to work on such a day will be so advised in advance and will not be paid for that day.



- D. All food service workers will be guaranteed a minimum of three (3) hours per day when school is in session.

7. July and August Summer Work Schedule

All full-time 12 and 10-month employees\* will work the following July and August summer work schedule effective the first Friday of July which shall continue for seven (7) consecutive Fridays:

A. Clerical Employees

The workday for full-time clerical and secretarial staff shall be eight (8) hours per day inclusive of one-half hour for lunch. The time of arrival during this period will be determined by the Superintendent of Schools, or his/her designee. The workweek shall be four (4) days, effective the first Friday of July and shall continue for seven (7) consecutive Fridays.

B. Technology, Audio Visual, Custodial, Grounds and Maintenance Employees

The summer work schedule for technology, audio visual, custodial, grounds and maintenance employees shall be nine (9) hours per day inclusive of one-half hour for lunch. The time of arrival during this period will be determined by the Superintendent of Schools, or his/her designee. The workweek shall be four (4) days, effective the first Friday of July and shall continue for seven (7) consecutive Fridays.

C. For record keeping purposes, any day that is taken off during the four (4) day workweek shall be charged as one (1) day.

\*Excluding full-time twelve-month security guards who shall work their regular schedule.

8. Recess and Summer Work Schedule

Except for the July and August summer schedule described in Section 7 above, all full-time 12 and 10-month employees\* will work the following work schedule when school is not in session or when school is in session for only a part of the day. The following describes said schedule:

A. Clerical Employees

The workday for full-time clerical and secretarial staff shall be six (6) hours per day exclusive of one-half for lunch. The time of arrival during this period will be determined by the Superintendent of Schools, or his/her designee.

B. Technology, Audio Visual, Custodial, Grounds and Maintenance Employees

The workday for technology, audio visual, custodial, grounds and maintenance employees shall be seven and one-half (7 ½) hours per day inclusive of one-half (1/2) hour for lunch. The time of arrival during this period will be determined by the Superintendent of Schools, or his/her designee.

\*Excluding full-time twelve-month security guards who shall work their regular schedule.

9. Work Week

A. The workweek for clerical employees shall be Monday through Friday.

B. The workweek for all other personnel shall be Monday through Friday except for those employees who are specifically hired for a different workweek.

C. Hereafter, the District retains the prerogative of hiring new staff members on any type of workweek provided that the terms, conditions, and salaries but not days or hours of work, shall be negotiated with the Civil Service Employees' Association, Suffolk Chapter, prior to the posting of said new job.

10. All food service personnel will receive lunch and one-half hour's undisturbed time to eat. This shall not be a paid lunch time.

**ARTICLE IV  
Vacations**

1. Twelve-month personnel shall receive paid vacations as follows:

A. After one (1) year of service, full-time personnel shall receive ten (10) days of paid vacation.

B. After five (5) years of continuous service, full-time personnel shall receive fifteen (15) days of paid vacation.

C. After ten (10) years of continuous service, since centralization, full-time personnel shall receive twenty (20) days of paid vacation.

2. Ten-month personnel, who work each day from September 1st through June 30th that twelve-month personnel work, shall receive vacation time equivalent to 10/12 of the twelve-month employees.

3. Ten-month school session scheduled personnel who work only when the instructional staff works are not eligible for paid vacations.
4. Vacation schedules shall be subject to the approval of the Superintendent of Schools or his/her designee, with preference for seniority. Requests for vacation time must be submitted to the immediate supervisor by May 1st of each year and the schedule shall be posted by June 1st of each year.
5. Twelve-month employees who enter the system during the year will receive paid vacation time pro-rated from the date of employment. Ten-month employees who enter the system during the year will receive paid vacation time pro-rated at the rate of 10/12 of that for twelve-month employees.
6. Remuneration for earned vacation time will be given when an employee leaves the system.
7. Vacation time may be carried to the following year with the approval of the Superintendent of Schools or his/her designee whose decision shall not be subject to the grievance procedure. No employee may accumulate more than (30) vacation days, except for full-time twelve-month security guards who may accumulate thirty-three (33) vacation days. Employees having more than this amount as of June 30, 1984 will be permitted to utilize them prior to separation. Once utilized, the thirty (30) day cap will apply.
8. In the event that an employee not entitled to a paid vacation is appointed to a position which would entitle said employee to a paid vacation, the computation of the time of entitlement to such paid vacation (including increases in paid vacation) shall commence on the date that said employee is appointed to the position entitling said employee to a paid vacation.
9. Vacation time is credited on July 1, after it is earned. No advances shall be made against future accrual.
10. Full-time twelve-month security guards are to receive an additional three (3) vacation days per year to be granted on July 1st of each year.

**ARTICLE V  
Holidays**

1. Ten and twelve-month full-time employees shall be allowed the following holidays:

Labor Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day (Washington's Birthday)	Thanksgiving Day
Floating Holiday (Lincoln's Birthday)	Friday after Thanksgiving Day

Holy Thursday  
Good Friday  
Memorial Day  
Independence Day\*  
Rosh Hashanah (2)

Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Yom Kippur

\*Not a holiday for full time ten-month personnel.

If one of the above holidays falls on a Saturday, Sunday, or when school is in session, the day will be added to vacation time, unless the District is closed on Friday or Monday to celebrate the holiday.

2. A. Ten-month school session scheduled employees; i.e., security guards, attendance aides, school monitors, teacher aides and food service personnel, who work four (4) hours or more per day regularly (excluding non-school session guards) shall receive nine (9) paid holidays pro-rated.

Martin Luther King Day  
Good Friday  
Memorial Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day  
New Year's Day  
Presidents' Day (Washington's Birthday)  
Columbus Day

- B. School monitors, teacher aides and food service personnel who work less than (4) hours per day regularly shall receive seven (7) paid holidays prorated.

Martin Luther King Day  
Good Friday  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day  
New Year's Day  
Presidents' Day (Washington's Birthday)

3. Full-time twelve-month security personnel shall be entitled to nine (9) of the eighteen (18) holidays listed in Section I of this Article. If a member of the security staff is off on any holiday, it shall count as one of the nine (9) he/she is entitled to over the course of the year. Any member of the security staff who works any of the eighteen (18) holidays shall receive double time.

The procedure for security personnel to choose their holidays shall be as follows:

- A. At least thirty (30) days before the first of each month the District will distribute, by seniority, a calendar for that month.
- B. Each employee will have the opportunity to sign up for a holiday according to seniority.
- C. The District will then be able to determine at least one month in advance which full-time employees are available to work that holiday.
- D. The District will then fill the remaining positions by offering the work to the following groups of employees in this order:
  1. Twelve (12) month full-time employees.
  2. Weekend shift employees.
  3. School session employees.
- E. If the District still has work shifts to be filled, the District may call in security personnel by inverse seniority in the following order:
  1. Twelve (12) month full-time employees.
  2. Weekend shift employees.
  3. School session employees.

#### **ARTICLE VI Substitutes**

1. A substitute shall be considered an employee who is working in a position which is considered unfilled. This position shall be considered vacant until it is filled by Board action.
2. A substitute shall not be entitled to vacation time in the event of separation from the District.
3. The District will make every attempt to supply a suitable substitute whenever a cafeteria employee is absent from his/her job.

#### **ARTICLE VII Probation**

All original appointments are provisional. Permanent appointment in the covered class will commence after twenty-six (26) weeks of satisfactory service. For employees appointed from a civil service promotional list, the permanent period will commence after twelve (12) weeks of satisfactory service.

**ARTICLE VIII**  
**Sick Leave**

1. Sick leave with pay is granted at the rate of twelve (12) sick days per year, cumulative to one hundred eighty (180) days for full-time employees. Sick leave is granted to ten-month employees at the rate of ten (10) days per year, cumulative to one hundred eighty (180) days.
2. Hourly rate district personnel sick time leave shall be granted as follows:
  - A. Personnel employed for a period of less than four (4) hours per day shall receive the equivalent of one (1) day per month sick time allowance, cumulative to a maximum of seventy-five (75) days.
  - B. Personnel employed for a period of four (4) hours or more per day shall receive one (1) day per month sick time allowance, cumulative to a maximum of one hundred eighty (180) days.
3. No terminal pay will be granted for unused sick leave.
4. Sick leave shall cover sickness of the individual employee. In addition, the use of sick days for family illness shall be permitted subject to a doctor's verification after three (3) days.
5. Voluntary Sick Leave Bank

The District herewith recognizes the prior establishment of a Sick Bank for the purpose of providing unit members stricken with catastrophic illness or accidents with the extension of needed sick leave after they have exhausted all of their accumulated leave.

Any unit member (as used herein the words "unit member" refers to all unit members covered by the Longwood Central School District/Civil Service Employees' Association-Longwood Chapter contract's recognition clause) shall be eligible to enroll in the Longwood Central School District/Civil Service Employees' Association-Longwood Chapter Sick Bank. All enrollments in the Sick Bank are and henceforth shall remain voluntary. Only unit members who are contributors to the Sick Bank shall be eligible to receive days from the Sick Bank.

Any unit member may assign up to one-half of that given year's sick days, with a one (1) day per year minimum requirement in order to remain in the Sick Bank. Two (2) days shall remain the minimum number of days necessary for new enrollments.

For the year in which they are granted, Personal Days shall not be considered as Sick Days by the Sick Bank.

The determination of whether an applicant should be granted the requested leave from the Bank shall be made by the Superintendent of Schools or his/her designee. The Superintendent of Schools shall take into consideration the needs of the applicant, the number of days available in the Bank, and the best interests of the District. At no time shall the Sick Bank be allowed to extend more days than the total in the Bank. The determination of the Superintendent of Schools shall be subject to review in an expedited binding arbitration under the parties' grievance arbitration procedure.

Since all membership is voluntary, any enrolled unit member may elect to resign from the Sick Bank at the end of June or upon termination of employment in the District.

A retiring unit member may donate accumulated sick leave in his/her account at the time of retirement, not to exceed ninety (90) days.

## **ARTICLE IX Personal Leave**

1. Full-time twelve-month employees of the District may have five (5) personal leave days without loss of pay for reasons on the approved list with the approval of the Superintendent of Schools or his/her designee.
2. Full-time ten-month employees of the District may have four (4) personal leave days without loss of pay for reasons on the approved list with the approval of the Superintendent of Schools or his/her designee.
3. Part-time employees working four (4) hours or more regularly will receive three (3) personal leave days. Those employees working less than four (4) hours regularly will receive two (2) personal leave days.
4. All personal leave days must be approved at least two (2) working days in advance by the Superintendent of Schools or his/her designee, except in the event of extreme emergency. The individual should receive personal permission from the Superintendent of Schools or his/her designee. Denial of personal leave should not be subject to the grievance procedure.
5. The approved reasons for personal leave days are as follows:
  - A. closing of title to home
  - B. religious observance
  - C. illness in the immediate household
  - D. to attend funeral of a close relative
  - E. Worker's Compensation hearing
  - F. court appearance
  - G. income tax audit

- H. personal family business
- 6. Unused personal leave days shall be added to the cumulative total of sick leave days to be used thereafter for sick leave only. This shall not increase the allowable cumulative total sick leave.

**ARTICLE X  
Bereavement Leave**

Leave for death in the immediate family shall be granted up to five (5) days per occurrence. Immediate family is defined as: spouse, his/her domestic partner, daughter, son, grandchild, father, mother, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepdaughter, stepson, stepmother, stepfather, stepgrandchildren, stepbrother, stepsister, or relative living with and dependent on the family.

**ARTICLE XI  
Other Excused Absences**

No pay shall be withheld by the school district from any employee serving on jury duty. However, any funds other than travel allowance received from the court shall be turned over to the school district.

**ARTICLE XII  
Child Care**

After three (3) years of continuous employment, a full-time employee may apply in writing for a child care leave of absence without pay for up to two (2) years, subject to Civil Service approval. At the expiration of such leave, the employee shall be returned to the original position held or an equivalent position at the level of benefits the employee had when the leave began. While on leave, the employee may pay the full cost to maintain insurance coverage if arrangements can be made under existing insurance policies, with the approval of the insurance carrier.

**ARTICLE XIII  
Leave of Absence Without Pay**

After three (3) years of continuous employment, a full-time employee may apply in writing for a leave of absence without pay for up to one (1) year. Teacher aides assuming a special education assignment with an individual youngster will not be construed to be on leave and may return to an equivalent position when the special education assignment ends. Said applications are subject to approval by the Board of Education.



At the expiration of such leave, the employee shall be returned to the employee's position or an equivalent position at the level of benefits said employee had when the leave began. While on leave, the employee may pay the full cost to maintain insurance coverage if arrangements can be made under existing insurance policies, with the approval of the insurance carrier.

#### **ARTICLE XIV Promotional Advancement**

An employee promoted to a higher classification shall be granted a ten percent (10%) increase upon promotion, or the starting salary of the new position, whichever is greater.

#### **ARTICLE XV Emergency Closing**

1. Food Service Personnel: All hourly employees will not report to work unless otherwise notified by the Food Service Manager. Should any food service employee not receive notification of closing of school due to an emergency, that employee reporting to work shall receive a full day's remuneration.
2. Clerical Personnel: In the event schools are closed due to snow emergencies, clerical personnel will not be required to be in attendance.
3. Custodial, Maintenance, Technology, Audio Visual and Grounds Personnel: Daytime custodial crews will report to work as soon as feasible to do so. Night shifts are to contact their immediate supervisors for any special instructions or change of work hours. Daytime custodians should also be prepared to be on twenty-four (24) hours notice. During any fiscal year, custodians, technology, audio visual, maintenance, and/or grounds crew required to work shall receive time and a half after the first snow day worked each year. This applies only to employees who actually worked the first snow day with the exception of pre-approved absences.
4. School Monitors and Teacher Aides: All hourly employees will not report to work unless otherwise notified by the Superintendent of Schools or his/her designee. Should any school monitor or teacher aide not receive notification that school is closed due to an emergency, that employee reporting to work shall receive a full day's remuneration.
5. Ten-month school session security guards can be allowed to use a personal day when school is closed because of snow.

## **ARTICLE XVI Seniority**

1. Notice of the existence of job openings in the unit covered by this agreement shall, for the duration of this contract, be posted for seven (7) days on the CSEA bulletin board in each school building in the District except in the event of an emergency need, but in no event less than seventy-two (72) hours. Such notice shall simultaneously be given to the President of CSEA and Unit Secretary.

The notice shall contain the salary and basic description of the job. Any employee who is interested in applying for the job may obtain additional information and application instructions through his/her immediate supervisor.

2. In filling all such job openings, whether by promotion or transfer, consideration shall be given to the relative seniority of the applicants as well as their relative qualifications. However, and especially in the case of transfers consideration must and shall also be given to the needs and circumstances at the applicant's present and prospective locations and shifts.
3. For the purpose of this article "Seniority" means the length of actual active service to the District in all classifications.
4. When a school monitor or teacher aide applies for a position that would be an increase in hours, i.e., three (3) hours to four (4), five (5), or six (6) hours, consideration shall be given to the relative seniority of the applicant, as well as their relative qualifications. Where qualifications and backgrounds are equal, preference shall be given to the more senior employee. When applicants' names are forwarded to a building principal for consideration, said names shall be listed by seniority.
5. Employment: Where qualifications and backgrounds are equal, preference shall be given to school district residents.
6. All applicants shall be notified in writing of reason for not receiving appointment upon request of applicant.

## **ARTICLE XVII Uniforms**

1. (A) All custodial, maintenance and groundsman and "school session" or full-time security guards will be supplied five (5) fitted uniforms with a name tag at the time of permanent appointment with three (3) uniforms to be replaced every year. These uniforms, and name tags are required to be worn at all times. Uniforms will be replaced when damaged or destroyed. In all cases, old and/or damaged uniforms must be returned to receive replacements. The employee will be responsible for proper maintenance of these uniforms, parkas and jackets

and to report any needed replacement to the Director of Plant Facilities. In addition, each employee will be required to maintain these uniforms in a clean and presentable condition at all times.

(B) Other garments will be supplied as hereinafter indicated. The employee will be responsible for proper maintenance of these other garments and to report any needed replacement to the Director of Plant Facilities. In addition, each employee will be required to maintain these uniforms in a clean and presentable condition at all times. In all cases, old and/or damaged uniforms must be returned to receive replacements.

1. Maintenance, groundsmen, and automotive mechanics will be supplied with one (1) set of foul-weather gear. Foul-weather gear (boots, gloves, slicker tops and pants) will be made available for those working outside in inclement weather (three (3) sets per elementary site and six (6) sets per secondary site).
2. Maintenance, groundsmen and automotive mechanic will be supplied three (3) traditional long sleeved, or golf type short sleeved, collared, 3-button, placket and pocket summer shirts. The employee shall have the choice of traditional long sleeve or golf type short sleeve shirts. The foregoing shall be provided every year.
3. Maintenance, grounds, chief and head custodians, and custodial drivers will receive a parka and jacket at the time of their permanent appointment. Thereafter, parkas and jackets will be replaced every three (3) years. Custodians will receive a parka or jacket at the time of their permanent appointment. If a parka or jacket is not needed at the time of replacement, the employee may request in lieu thereof additional sets of uniforms equal to the value of the unneeded parka or jacket.
4. Maintenance and groundsmen will be supplied with one (1) set of coveralls every year. Automotive mechanics shall receive two (2) sets of coveralls annually. If coveralls are not needed at that time, the employee may request in lieu thereof additional sets of uniforms equal to the value of the unneeded coverall(s).
5. Security Guards (all school session and twelve-month security personnel) shall receive a parka and a light weight jacket. All parkas and jackets shall have large reflective lettering stating "Security" across the back. Foul-weather gear shall also be provided. The employee shall have a choice of slicker tops and pants or  $\frac{3}{4}$  length raincoats. All foul-weather gear shall have large reflective lettering stating "Security" across the back.

6. Safety equipment including gloves, helmet, full apron and safety goggles will be made available for those engaged in welding.
2. Annually, food service personnel will be provided three (3) properly fitted uniforms together with a name tag. The same conditions prevail regarding maintenance as listed above.
3. Uniforms will be supplied as soon as possible after the beginning of the school year.
4. Uniforms damaged on the job will be replaced by the District.

NOTE: The District will either purchase or lease these uniforms, whichever is most advantageous to the District.

Uniforms must be returned to the District or the equivalent in cash upon the individual's separation from the school district. It is further understood that these uniforms will not be worn during off-duty hours of the individual.

### **ARTICLE XVIII Management Rights**

The District is charged by law to have in all respects the superintendence, management, and control of the District subject to the express provisions of this agreement. Nothing herein contained is intended, or shall it have the effect of abridging or violating the rights or obligations accorded to or imposed upon the District by the Education Law of the State of New York.

### **ARTICLE XIX Grievance Procedure**

#### Grievance Procedures for Non-Certified Employees - Declaration of Policy

In order to maintain a harmonious and cooperative relationship between the non-teaching employees and the administrative staff of the LONGWOOD CENTRAL SCHOOL DISTRICT, it is hereby declared to be the purpose of this procedure to provide for the settlement of certain differences that may arise between employees and supervisory personnel. Grievances shall be presented, free from coercion, interference, restraint, discrimination, or reprisal, and it is understood that the procedures established shall be liberally construed for the accomplishment of this purpose.

#### Basic Standards and Principles

1. An employee, in presenting a grievance, shall be entitled to a representative of his/her own choosing in all stages.

2. It shall be a fundamental responsibility of supervisors at all levels, commensurate with authority delegated to them, to consider promptly and take appropriate action upon grievances presented to them by employees under their supervision.
3. To such an extent as is practicable, appropriate authority shall be delegated to supervisors to enable them to resolve most grievances.
4. Grievances involving more than one employee shall be referred immediately to the lowest supervisory level common to all of the aggrieved.

#### Definition of a Grievance

1. A grievance shall mean a claimed violation, misinterpretation, or inequitable application of any of the provisions of this agreement, or that an employee has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy, except that the term "grievance" shall not apply to any matter as to which any rule or regulation of the State Commissioner of Education has the force or effect of law or the Board of Education is without authority to act.
2. The term "established Board policy" shall mean a common practice of the school system as determined by the Superintendent of Schools or the Board of Education.
3. The "Board" shall mean the Board of Education, LONGWOOD CENTRAL SCHOOL DISTRICT, Middle Island, New York.
4. A grievance shall not include any matter involving:
  - A. an employee's rate of compensation
  - B. retirement benefits
  - C. disciplinary proceedings under the Civil Service Law
  - D. written policies of the Board of Education
  - E. civil statutes

#### Grievance Procedure

Employees, supervisors and administrators shall exhaust every means to settle all differences amicably and informally. In the interest of uniform procedure and to expedite handling, employees are expected to present their problem or grievance through regular supervisory channels which can be determined by examining the attached organizational chart.

#### Procedural Stages

##### 1. First Stage

The first procedural stage shall consist of the employee's presentation of his/her grievance within thirty (30) calendar days of the occurrence of the alleged

grievance to his/her immediate supervisor who shall, to such extent as he/she deems appropriate, consult with his/her supervisors. The discussion and resolution of grievances at the first stage shall be held within five (5) business days of initial presentation and be on an oral and informal basis. If such a grievance is not satisfactorily resolved at the first stage, such employees may proceed to the second stage within seven (7) business days.

2. Immediate Supervisor

Immediate supervisor shall mean any person, regardless of title, who is assigned to exercise supervisory responsibility over school district employees.

A. Clerical, School Monitors, Teacher Aides and Security Employees

They shall consider as their immediate supervisor the person who is charged with the direction of the department, area, or building in which they are employed.

B. Custodial Employees

They shall consider their immediate supervisor to be the Head or Chief Custodian in their respective building.

C. Food Service Employees

They shall consider their immediate supervisor the Food Service Manager of the District.

3. Second Stage

The hearing by the building principal shall be oral and informal and shall have as its main purpose, the resolution of the alleged grievance at this level within five (5) business days. He/she shall, to such extent as he/she deems appropriate, consult with the Assistant Superintendent for District Operations.

4. Third Stage

The aggrieved employee may appeal the determination of the grievance by the building principal or his/her designee within seven (7) business days to the Superintendent of Schools by submitting a written statement to the Superintendent of Schools setting forth the specific nature of the grievance and the facts relating thereto. Upon receipt thereof, the Superintendent of Schools shall immediately notify the building principal to also submit a written statement setting forth the specific grievance and facts relating thereto within seven (7) business days. A hearing may be held at the discretion of the Superintendent of Schools before the said Superintendent of Schools, or his/her designee, which

hearing shall be informal, at which time the parties may make oral or further written statements. The final determination of the third stage shall be made by the Superintendent of Schools or his/her designee within seven (7) business days following receipt of the aforementioned written statements or of the hearing if a hearing is held.

5. Fourth Stage

An employee whose grievance is not satisfactorily resolved at or before the third stage hereinabove set forth, may appeal further by notifying the Superintendent of Schools in writing within five (5) business days of the receipt of the Superintendent of Schools or his/her designee's decision of his/her intention to appeal further.

Upon the receipt of such notification in writing, the Superintendent of Schools shall notify the New York State Public Employment Relations Board that there is a grievance between the employee and the District and request that the Public Employment Relations Board submit a list of prospective arbitrators nominated by the Public Employment Relations Board to the district and the grievant.

The grievant and the district shall each notify the Public Employment Relations Board in writing of the order of choice of said arbitrators whereupon the Public Employment Relations Board shall assign an arbitrator. The arbitrator so chosen shall hold a hearing within ten (10) business days of his appointment, at which time each party shall present evidence, oral and written. Each party may be represented by counsel of his/her own choosing. The arbitrator shall submit, within ten (10) business days following the date of the close of the hearing, a written report of its findings of fact and advisory recommendations to the Superintendent of Schools and the grievant, which report shall be submitted to the Board of Education for review and final determination.

Such final determination by the Board of Education shall take place within sixty (60) days of receipt of the arbitrator's advisory award.

All expenses incurred in the fourth stage of this procedure shall be paid by the party whose position is not sustained.

In lieu of the Grievance Procedure hereinabove set forth, an employee may choose to process his/her grievance under the District Grievance Procedure established by the District under Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962).

**ARTICLE XX**  
**Mileage**

Maximum allowable rate by IRS shall be paid per mile to all employees when it becomes necessary to use an individual person's automobile for District business.

**ARTICLE XXI**  
**Retirement**

1. The 1/60 Retirement Plan, pursuant to the Retirement and Social Security Law of the State of New York, Section 75-e, shall remain in effect in the District to June 30, 1973.
2. Beginning on July 1, 1973, the 1/50 Retirement Plan, pursuant to the Retirement and Social Security Law of the State of New York, Section 75-l, shall be placed in effect in the District effective and applicable as of July 1, 1983, only and thereafter and shall include the application of unused sick leave as additional service credit upon retirement pursuant to the Retirement and Social Security Law of the State of New York, Sections 41-j and 341-j.
3. The District and the Association agree to participate in a non-elective employer contribution to a 403b plan for retiring employees.

**ARTICLE XXII**  
**Signed Appointment Notice**

A copy of each member's signed appointment notice will be made available to the President of CSEA.

**ARTICLE XXIII**  
**Insurance**

1. The District is a participating municipality in the New York State Government Employees' Health Insurance Program under which the District provides the Empire Plan (Core Plus Enhancements). The District shall pay one hundred (100%) percent of the premium cost for such health insurance during 2002-2003.
  - A. As used throughout this collective bargaining agreement, any reference to "Empire Plan" shall mean the New York State Government Employee Health Insurance Program, Empire Core Plus Enhancements Plan.
  - B. Throughout this contract the term "coverages" shall refer to the single or family plan. In the case of a family plan it shall include the insured, the insured's spouse and any dependents of the insured.



- C. Regardless of number of years in the District or in the Empire Plan, retiree health insurance shall be the same as that provided for active employees.

Employees who retired since July 1, 1994 and members who will retire in the future shall receive separate, signed, irrevocable contracts which shall state the percentage guaranteed to be paid by the District.

Effective July 1, 1994, the District shall provide those retirees who were participants in the District's health insurance program on or after said date with the same health insurance in effect for active employees. Under the Empire Plan, the District is required to pay a minimum of fifty percent (50%) of the cost of individual coverage and thirty-five percent (35%) of the cost of family coverage.

In addition to the above, the district will pay two percent (2%) per year for each year of service in the district to a maximum of twenty-five (25) years fifty percent (50%) toward the cost of a family plan for the lifetime of the retired employee in the district's group health plan.

Alternatively, the District will pay four percent (4%) per year for each year of service in the district to a maximum of twenty-five (25) years one hundred percent (100%) towards the cost of a single plan for the lifetime of the retired employee in the district's group health plan.

In the event that the District leaves the New York State Government Employee Health Insurance Program, the following provisions shall apply:

Upon the death of a retired employee who had a family plan, his/her spouse, his/her domestic partner, and/or dependents will continue to be covered for two (2) full years at the retired employee's rate. If coverage is for one person (spouse or one dependent) that person's coverage would automatically be converted to a single plan at the retired employee's rate provided he/she pays the balance for two (2) years. Thereafter, the full cost of the family plan or (converted) single plan must be assumed by the surviving spouse, his/her domestic partner, and/or dependents in order for coverage to be continued at the group rate in the group plan.

A participating retiree and/or retiree's spouse, or his/her domestic partner whose primary coverage is through Medicare, shall receive back from the district that portion of his/her health insurance premium (Medicare Part B) that is required under the current Empire Plan and/or state regulation, if any. This rebate shall be paid in a timely manner.

- D. The Board shall have the option and is entitled to change the health insurance carrier as long as the benefits afforded to the members are not diminished.

- E. Employees upon retirement may purchase health insurance under the District's plan, at their own expense, at the District's prevailing rate. Employees must be fifty-five (55) years of age or older to participate.
- F. The District reserves the right to offer an option to employees to sell the district their right to receive health insurance. The district shall determine at what cost this will be available.
- G. Upon the death of an active employee, the district shall pay the full premium cost for health insurance for that employee's surviving spouse, his/her domestic partner, and/or dependents for two (2) full years. Thereafter, the full cost of the family plan or (converted) single plan must be assumed by the surviving spouse, his/her domestic partner, and/or dependents in order for coverage to be continued at the group rate in the group plan.
- H. Nothing herein contained is intended to negate any agreement the District has made with any individual CSEA employee to provide one hundred percent (100%) coverage.
- I. Effective July 2003, active employees shall contribute a maximum of ten percent (10%) of the premium cost of medical insurance for a single or family plan. However, this contribution shall be limited to the following:
  - a. During the school years 2003-2004 and 2004-2005 the maximum individual employee contribution shall not exceed one percent (1%) of his/her base salary.
  - b. During the school year 2005-2006 the maximum individual employee contribution shall not exceed one and a half percent (1.5%) of his/her base salary.
  - c. Individuals who choose to sell back all their insurance will not be responsible for any premium payments.
  - d. All employee contributions to insurance premiums shall come from pre-tax money as permitted by the IRS Code.

Newly employed full-time school monitors and teacher aides employed after the date of execution of this Memorandum of Agreement will not be eligible for health insurance coverage.

- J. Notwithstanding the diminution of any benefits in the New York State Government Employees' Health Plan occasioned by a change in said plan, the District shall maintain the level of benefits provided by the New York State Government Employees' Health Plan in effect on the date of execution of the Memorandum of Agreement until June 30, 1997.

Effective July 1, 1997, the provisions of Sec. 209-a (1)e of the Taylor Law shall not be applicable to the foregoing obligation. Thereupon, the District's obligation shall be limited to the provision of the level of benefits then provided by the New York State Government Employees' Health Plan together with the supplemental benefits described above in subsection (h) hereof.

2. The bargaining unit may elect to participate in the CSEA Dental-Vision Plan rather than the District carrier for dental insurance. The District shall contribute up to one percent (1%) of the amount budgeted for salaries of employees eligible for dental benefits for each year of this agreement, toward the premium for a Dental Insurance Plan. This amount shall not exceed the amount of the District's contribution had the CSEA remained with the District's carrier. Effective July 1, 1997, the one percent (1%) dental insurance cap shall be implemented.

Should CSEA wish to re-enroll in the District Plan, the District will pay up to the same one percent (1%), but shall not be obligated to pay one hundred percent (100%) of the premium.

3. The District shall pay one hundred percent (100%) of the premium of a disability income insurance plan for all full-time and school session CSEA employees who work six (6) hours or more. The monthly benefit is sixty percent (60%) of monthly basic earnings at the time of total disability not to exceed two thousand dollars (\$2000.00), and reduced by the amount of all other benefits received by the employee. There is a benefit waiting period of ninety (90) days of continuous total disability, or exhaustion of sick leave benefits whichever is greater.

While a unit member is receiving disability benefits, the District shall pay the full premium cost of health, dental, and life insurance. (The coverage provided to the disabled unit member shall be the coverage, individual or family, in effect at the time of the disabling event). The obligation shall be limited to two (2) years for each disabling event.

4. The District shall provide term life insurance for each participating employee in the principal amount of twenty-five thousand dollars (\$25,000) or salary, whichever is greater, according to a group plan to be purchased by the District, the premium for which shall be paid by the District. Retirees may continue their participation in the group term life insurance program at the insured amount of twenty-five thousand dollars (\$25,000), at their own expense, calculated at the "Retiree Group Rate". Effective upon reaching the ages of 65 and 75, the insured sum shall drop to industry accepted standard amounts.

**ARTICLE XXIV**  
**Salary**

1. Salary

A. Effective July 1, 2002 salaries for unit employees will be paid in accordance with established salary ranges applicable to each year of this contract for the various job titles encompassed within the bargaining unit. These ranges are attached hereto as Exhibit "2". Said ranges shall not be applicable to certain "red circled" rate incumbents who have been identified in a separate communication between the parties. "Regular rate" of pay is defined as the straight time rate of pay per hour or per annum for an employee's pay within the salary range assigned to the employee's regular job classification as set forth in Exhibit "2".

B. Salary Increases

1. Salary increases for all titles except guards, food service workers, school monitors and teacher aides:

Effective July 1, 2002, unit members shall be granted an across-the-board increase of three percent (3%) of current wages.

In 2003-2004, 2004-2005, and 2005-2006 unit members shall be granted an across-the-board increase on their base wages as follows:

Effective each July 1, a raise of two and a half percent (2 ½%) for all employees; in addition, each January 1, two and a half percent (2 ½%) for 12-month employees, each February 1, two and a half percent (2 ½%) for 10-month employees.

C. Salaries of New Hires

In general, new hires will be appointed at salaries not exceeding the mid-points of the applicable salary ranges as set forth in Exhibit "2". However, the parties agree that it shall be within the discretion of the Superintendent to appoint such persons at salaries which exceed the mid-points, based on labor market conditions.

Effective July 1, 2003, increase minimum salary of each range by five percent (5%) for each year of the contract for those job titles listed on Exhibit 2 of the expired agreement between the parties. The minimum rate for guards, food service workers, school monitors and teacher aides will be increased by the sums set forth below.

School Monitors and Teacher Aides a) \$.75 per hour increase during the first and second year of the contract. During the third and fourth year of the

contract, wages will be increased by the salary increases referred to in the last two paragraphs of section B (1) above.

Food Service Workers a) \$.75 per hour increase during the first and second year of the contract. During the third and fourth year of the contract, wages will be increased by the salary increases referred to in the last two paragraphs of section B (1) above.

All Guards a) \$1.25 per hour increase during the first, and \$1.00 second year of the contract. During the third and fourth years of the contract, wages will be increased by the salary increases referred to in the last paragraph of section B (1) above.

D. Longevity Payments

Increase by salary increase percentages each year of the contract.

After completion of:

16 years - \$500.00  
17 years - additional \$550.00  
20 years - additional \$600.00  
25 years - additional \$650.00

2. Night Differential

Custodian and security staff working between the hours of 3:00 p.m. and 11:00 p.m. shall receive a six percent (6%) night differential. Custodians and security staff working between 11:00 p.m. and 7:00 a.m. shall receive a seven percent (7%) differential.

3. Senior Custodial Worker/Senior Maintenance Worker Differential

The Senior Custodial Worker shall receive a differential of five hundred (\$500) dollars. The Senior Maintenance Worker shall receive a differential of six hundred (\$600) dollars.

4. Shift Supervisor Differential

Shift supervisors shall receive a fifteen percent (15%) differential for performing supervisory duties.

5. Overtime

A. Overtime work, when approved by the Superintendent of Schools and/or his/her delegated authority, shall be paid on a time and one-half basis for any time worked in excess of forty (40) hours per week.

- B. Double time will be paid for work performed on a legal holiday or a Sunday.
  - C. Food service personnel required to work beyond their normal workday will be paid time and one-half for overtime. This includes outside organizations as well as District sponsored organizations.
  - D. An employee hired to work a work week other than Monday to Friday will consider the sixth day as Saturday and the seventh day as Sunday for pay purposes, if required to work.
  - E.
    - 1. Head Custodians and Chief Custodians employed on or before December 9, 1994 who are required to perform building check outside of their regular working day, shall be paid annually a stipend based upon the sums paid pursuant to Article XXV (4) E of the labor contract between the parties which expired on June 30, 1993. The aforesaid stipend amounts shall be determined by separate instrument issued by the District following consultation with the Association President.
    - 2. The assignment of building check work and the work to be performed during assigned work periods shall be made in the reasonable discretion of the Superintendent of Schools or his/her designee, following consultation with the CSEA President. The number of hours of work arising therefrom shall be equal to the number of hours of work performed during the 1993-1994 school year.
    - 3. Upon the termination of employment of the incumbents entitled to the aforescribed stipend, their successors shall not be entitled to the stipend.
  - F. All call back duty shall be a minimum of two (2) hours.
  - G. Hazardous Duty – All hazardous duties shall be performed following the end of the school day and shall be paid at the prevailing overtime rate.
6. Employees working overtime may receive compensatory time off instead of overtime pay by the mutual agreement of the employee and the Superintendent of Schools or his/her designee. Compensatory time shall be at the rate of one and one-half (1 ½) hours for the overtime hour worked.
- If no agreement is reached between the employee and the Superintendent of Schools or his/her designee, the employee shall be paid time and a half for the overtime worked and such practice shall not be subject to the grievance procedure. The employee may invoke the grievance procedure if he/she is not given either compensatory time off or paid for the overtime work.
7. An employee temporarily assigned to a higher classification for five (5) consecutive days shall be granted a five percent (5%) increase upon

assignment.

8. Employees working in specific classifications shall be given preference to work overtime in that classification.
9. Security and/or guard duties will be performed by employees of that category.
10. Attendance Incentive.
  - A. Any member who has accumulated as of June 30<sup>th</sup> of the previous school year an accumulated leave bank of fifty (50) days shall be eligible to participate in the sick leave plan delineated below:

1. Each unit employee participating in this Leave Payout Plan for unused leave accumulated during the year of participation shall at the end of the school year be paid a cash payment equal to the per diem value of the indicated days according to the following schedules:

ABSENCE	CASH PAYMENT*
0	6
1	4
2	1

\*Pro-rated for part-time employees.

2. Absences shall include leave of absence without pay, use of sick leave, or use of personal leave. An employee may be absent for purpose of bereavement leave and not jeopardize his/her participation in this plan.

3. Each employee who participates in this payout plan shall at the end of the year have deducted from their leave bank the number of days for which they receive cash disbursement.

## **ARTICLE XXV Food Service Workers**

1. Food service workers represented by the CSEA shall be employed by the District in connection with the operation of a self-sustaining cafeteria.
2. Said food service workers so employed shall carry out assignments in various school buildings at scheduled hours established by the Food Service Manager.
3. Payment for such work shall be as set forth in the contract hereinabove mentioned.

4. All work shall be paid for at the regular hourly rate except in the event that any food service worker who works more than forty (40) scheduled hours in any one week, then, and in that event, said food service worker shall be paid at one and one-half times the regular hourly rate for each hour over forty (40) hours per week worked.
5. That with the approval of the Food Service Manager and the Superintendent of Schools or his/her administrative assistant, an employee may work less than three (3) regularly scheduled hours daily, but disapproval of a request by an employee to work less than three (3) regularly scheduled hours daily shall not be subject to the Grievance Procedure contained in this contract.
6. That approved personal leave days and sick leave days for serious illness will be paid for by the District only if a substitute does not have to be employed.
7. That in the event the cafeteria operates for the full school year of each year of the contract at a net profit, full or pro-rated payment (depending on the amount of the net profit) for approved holidays will be made in the final pay period.
8. That in the event the cafeteria operation is conducted at a loss, the District may terminate said cafeteria operation at any time, and in the event said operation is terminated, such termination shall not be subject to the Grievance Procedure contained in this contract.
9. Longevity Payments - After completion of:
  - 12 years - \$500.00
  - 15 years - additional \$550.00
  - 20 years - additional \$600.00
  - 25 years - additional \$650.00

**ARTICLE XXVI**  
**Miscellaneous**

1. This contract shall be effective from July 1, 2002 to and including June 30, 2006, and shall not be the subject of further negotiations to change the terms and conditions thereof during that period.
2. Any provision hereof which shall be contrary to the Laws of the State of New York or the Rules and Regulations of the Commissioner of Education of the State of New York, now and/or hereafter enacted, shall not render the balance of the agreement void, but each section shall be considered separate and distinct from the others, and unless contrary to the said Laws and Regulations, shall remain in full force and effect.



**3. Bomb Threat**

No employee shall be required to remain in a building which is the subject of a bomb threat. Employees may voluntarily assist the police or other personnel in the search for a bomb.

**4. Loading and Unloading District Vehicles**

In the event it is necessary to load or unload non-district owned commercial vehicles, the building principal or administrator in charge of a particular location can direct that an employee assist in loading or unloading such vehicles. The number of employees required to assist in each particular case shall rest with the discretion of the principal or administrator. In each instance of an employee so assisting, he/she will be compensated at the rate of five dollars (\$5.00) per occurrence. An occurrence shall be deemed to be a period of time not to exceed thirty (30) minutes. Each subsequent thirty (30) minutes shall be deemed to be another occurrence.

**5. Optional Deductions**

In the event that CSEA arranges to participate in the Teachers Federal Credit Union Savings Plan or the U.S. Treasury Savings Bond Plan or an automobile insurance company employee group premium savings plan, the employees covered by this contract may authorize deductions from their pay, therefore, on forms and through procedures mutually agreed upon by the District, the insurance company and CSEA, said authorization to become effective in accord with the terms agreed upon by all parties and in accord with filing time prescribed.

Authorization may only be signed and delivered to the Superintendent of Schools within thirty (30) calendar days of the beginning of the school year or within thirty (30) calendar days of the date of the beginning of the employment of new employees.

Employees enrolled in the Teachers Federal Credit Union or U.S. Treasury Savings Bond Plans may make changes in their deduction authorization only at the end of the school year, to become effective July 1st of the following school year.

Any and all such payroll deductions as outlined in the foregoing shall not be effective in the event that the district payroll system or the system used by the District through BOCES is unable to handle the same.

**6. Agency Fee**

Pursuant to the passage of legislation enabling the implementation of Agency Shop Fee, the District does hereby agree that no later than fifteen (15) days after

the effective date of employment, each employee will pay the Civil Service Employees' Association, Longwood Schools Unit 8795, each month a service charge toward the administration of this agreement and the representation of such employee; provided, however, that each employee will have available to his/her membership in the Civil Service Employees' Association of the same terms and conditions as are available to every other member of the union. The service charge shall be in the amount equal to the collective bargaining agent's monthly dues for each month thereafter. The District shall deduct such fee in the same manner the membership dues are deducted. The Civil Service Employees' Association, Longwood Schools Unit 8795, will submit to the District upon execution of this agreement, pursuant to Chapter 677 of the Laws of 1977 of the State of New York, a procedure providing for the processing of demands, by members of the bargaining unit, for the return of that portion of agency fee deduction, if any, which represents the employee's pro-rata share of expenditures by the Civil Service Employees' Association, Longwood Schools Unit 8795, in aid of activities or causes only incidentally related to negotiation of terms and/or conditions of employment. The aforementioned procedure shall not be substantially changed without the prior approval of the Board of Education.

The Civil Service Employees' Association, Longwood Schools Unit 8795, herewith indemnifies and saves the school district, Board of Education and its employees harmless from any and all lawsuits, actions or proceedings at law before the courts or an administrative agency arising from this article.

**7. Employee Files**

Employees shall be notified of insertions in their personnel files (other than payroll records, insurance, tax, appointment notices and other business and/or bookkeeping entries) by copies of same being forwarded to the employee at the time of insertion.

**8. Evaluations**

All Civil Service employees shall be evaluated annually.

**9. Desk Audits**

Employees seeking a review of their current responsibilities by the Civil Service Commissioner shall initiate the request through the Assistant Superintendent for District Operations who will promptly contact the Department of Civil Service requesting that the audit be commenced.

**10. Attendance Review**

Both the District and CSEA agree to work cooperatively to improve attendance wherever possible. If the District believes that an employee has had an excessive amount of absence or has a pattern of absence, that employee may

be required to meet with the Assistant Superintendent for District Operations and the CSEA administrator or supervisor, accompanied by a CSEA representative to discuss his/her complete attendance record. Following this meeting, a letter, reviewing the discussion which took place at the meeting, may be sent to the employee by the Assistant Superintendent for District Operations. The employee has the right to affix his/her response to this letter.

If after a reasonable period of time following this meeting, the Assistant Superintendent for District Operations still feels that the alleged problem persists, he/she may cite his/her concerns in written form to the employee, as well as initiate whatever action he/she deems appropriate, consistent with the terms of the contract and the law, in order to correct the alleged problem. The employee has the right to affix his/her response to this letter.

Nothing contained herein shall be construed to be a prerequisite to the initiation of any disciplinary hearing. Nothing contained herein shall abridge any rights said employee has by contract or by law.

**11. Identocard System**

There shall be an employee identification system.

**12. School Monitor and Teacher Aide Course Reimbursement**

School monitors and teacher aides are required to take a paraprofessional course shall be reimbursed for the fee of the course after one (1) year of successful employment with the District.

**13. Teacher Aide Training**

Teacher aides may be designated by the Superintendent of Schools to obtain Red Cross training so that they may cover nurses in their absence, or to obtain other training. Two teacher aides shall be designated in each building to receive said training.

**14. Custodial Call-back**

If an activity takes place in a building which requires opening the facilities on days or hours other than regular business, a custodian shall be called into work.

**15. Receiving Vacation Paycheck in Advance**

By special request made three (3) weeks in advance to the Payroll Department, employees may receive their paychecks falling due during their vacation period, prior to leaving for vacation.

**16. Coffee Breaks**

Employees having regularly scheduled hours in excess of four (4) hours per day may have a coffee break or breaks during their working day not to exceed an accumulated total time of twenty (20) minutes per day. Employees having regularly scheduled hours of four (4) hours per day or less may have a coffee break or breaks during their working day not to exceed ten (10) minutes per day.

**17. Use of Personal Leave for Sick Leave Days**

Under extenuating circumstances, employees who have depleted their accumulated sick leave days may request to utilize personal leave days as additional sick leave days subject to the approval of the Superintendent of Schools or his/her designee.

**18. Special Request to Use Accumulated Sick Days for Death in the Family**

Personal leave days may be used as needed to extend death-in-the-family leave beyond five (5) days. Under extenuating circumstances, and if no personal days are available, employees may request to utilize accumulated unused sick leave days as needed to extend death-in-the-family leave subject to the approval of the Superintendent of Schools or his/her designee.

**19. New Employees' Anniversary Date**

The anniversary date of new employees hired between July 1st and December 31st for salary increase purposes shall be the following July 1st. The anniversary date of new employees hired between January 1st and June 30th for salary increase purposes shall be the July 1st of the year following the date of hire.

**20. Submission of Doctor's Note after Three (3) Days Absence**

Upon request of the District, a doctor's note shall be submitted by an employee covering absence on account of illness of three (3) days or longer.

**21. Use of Earned Vacation Days for Sick Leave Days**

Under extenuating circumstances, employees who have depleted their accumulated sick leave days as well as personal days (see #17 above) may request to utilize earned vacation days as additional sick days subject to the approval of the Superintendent of Schools or his/her designee.

**22. Release of Custodians to Attend General CSEA Meetings**

The Assistant Superintendent for District Operations and the Director of Plant Facilities may release as many custodians as said Assistant Superintendent for District Operations or Director of Plant Facilities in their sole discretion deem

practicable while maintaining adequate coverage for no longer than two (2) hours to attend general evening CSEA meetings called in the district.


**23. Request to Use Scheduled Work Time to Conduct CSEA/Employee/District Administration Business by CSEA Officers**

Requests by CSEA officers (or their designees) to handle employee grievances and meetings with administration during regularly scheduled work hours must be submitted to and approved by the Superintendent of Schools or his/her designee.

**LONGWOOD CENTRAL SCHOOL DISTRICT**

dated:

by:

  
Candee A. Swenson, Ed.D  
Superintendent of Schools

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
Local 1000, AFSCME, AFL-CIO, CSEA  
Local 870, Unit 8795**

dated:

by:

  
David Langan  
CSEA President

dated:

by:

  
James Dellarocca  
CSEA Labor Relations Specialist

Exhibit 1

<b>LONGWOOD CENTRAL SCHOOL DISTRICT</b>					
<b>CSEA SALARIES 07/01/02-06/30/03</b>					
<b>Title</b>	<b>Starting</b>	<b>Midpoint</b>	<b>Max</b>		
Maintenance IV	32,044	42,842	53,639		
Maintenance III	30,645	40,965	51,285		
Maintenance II	30,205	40,491	50,776		
Maintenance I	24,677	34,893	45,108		
Head Grounds	31,183	42,077	52,970		
Grounds	27,941	37,595	47,249		
Grounds Laborer	24,137	34,317	44,497		
Mechanic	30,802	40,432	50,061		
Mechanic Helper	24,677	34,893	45,108		
School Cust. Sup.	36,078	47,940	59,802		
Chief Custodian	33,121	44,820	56,519		
Head Custodian	30,204	41,676	53,148		
Custodial Worker	21,000	31,615	42,230		
Cust. Worker (10 mos.)	17,500	26,346	35,191		
Payroll Supervisor	40,000	50,900	61,800		
Purchasing Agent	45,000	55,975	66,950		
Personnel Assist	45,000	55,975	66,950		
Sr Accountant	40,000	50,900	61,800		
Sr Acct Clerk	28,193	40,757	53,321		
Acct Clerk	27,005	37,494	47,982		
Acct Clerk Steno	27,005	37,494	47,982		
Acct Clerk Typist	24,931	35,087	45,243		
Principal Steno	28,288	40,859	53,430		
Sr. Steno	27,711	38,268	48,825		
Sr. Clerk Typist	24,225	34,877	45,528		
Steno	24,225	34,877	45,528		
Clerk Typist	23,250	33,116	42,981		
Clerk Typist (10 mos)	19,373	27,595	35,816		
Clerk	20,810	30,724	40,638		
Clerk (10 mos)	17,341	25,603	33,865		
Photocopy Machine (10 mos)	15,308	23,610	31,911		
Public Relations Specialist	45,000	55,975	66,950		
AV Specialist	30,879	42,332	53,785		
AV Technician	30,499	41,922	53,345		
AV Aide	23,197	33,198	43,198		
Attendance Aide	13,609	22,959	32,308		





**Exhibit 1**

<b>LONGWOOD CENTRAL SCHOOL DISTRICT</b>						
<b>CSEA SALARIES 07/01/04-06/30/05</b>						
<b>Title</b>			<b>Starting</b>		<b>Midpoint</b>	<b>Max</b>
Maintenance IV			35,328		47,233	59,137
Maintenance III			33,786		45,164	56,541
Maintenance II			33,301		44,641	55,981
Maintenance I			27,207		38,469	49,731
Head Grounds			34,379		46,390	58,400
Grounds			30,805		41,448	52,092
Grounds Laborer			26,611		37,835	49,058
Mechanic			33,959		44,576	55,192
Mechanic Helper			27,207		38,469	49,731
School Cust. Sup.			39,776		52,854	65,932
Chief Custodian			36,516		49,414	62,312
Head Custodian			33,300		45,947	58,595
Custodial Worker			23,153		34,856	46,559
Cust. Worker (10 mos.)			19,294		29,046	38,799
Payroll Supervisor			44,100		56,117	68,135
Purchasing Agent			49,613		61,713	73,813
Personnel Assist			49,613		61,713	73,813
Sr Accountant			44,100		56,117	68,135
Principal Account Clerk			32,637		47,181	61,725
Sr Acct Clerk			31,083		44,935	58,786
Acct Clerk			29,773		41,336	52,900
Acct Clerk Steno			29,773		41,336	52,900
Acct Clerk Typist			27,487		38,684	49,880
Principal Steno			31,187		45,047	58,907
Sr. Steno			30,552		42,191	53,829
Sr. Clerk Typist			26,708		38,451	50,194
Steno			26,708		38,451	50,194
Clerk Typist			25,634		36,510	47,387
Clerk Typist (10 mos)			21,359		30,423	39,487
Clerk			22,944		33,874	44,804
Clerk (10 mos)			19,118		28,227	37,336
Chief Security Supervisor*			25,812		33,375	40,938
Photocopy Machine (10 mos)			16,877		26,030	35,182
Public Relations Specialist			49,613		61,713	73,813
Network & Systems Specialist I			42,248		57,879	73,509
AV Specialist			34,044		46,671	59,298
Network & Systems Technician			34,044		46,671	59,298
AV Technician			33,625		46,219	58,813
Micro-Computer Repair Tech.			33,625		46,219	58,813
AV Aide			25,575		36,600	47,626
Technical Support Representative			26,708		38,451	50,194
Attendance Aide			15,003		25,311	35,619
*Civil Service Title is "Senior Guard"						

**Exhibit 1**

<b>LONGWOOD CENTRAL SCHOOL DISTRICT</b>						
<b>CSEA SALARIES 07/01/05-06/30/06</b>						
<b>Title</b>			<b>Starting</b>		<b>Midpoint</b>	<b>Max</b>
Maintenance IV			37,095		49,594	62,094
Maintenance III			35,475		47,422	59,389
Maintenance II			34,966		46,873	58,780
Maintenance I			28,567		40,392	52,218
Head Grounds			36,098		48,709	61,320
Grounds			32,345		43,521	54,696
Grounds Laborer			27,942		39,726	51,511
Mechanic			35,657		46,804	57,952
Mechanic Helper			28,567		40,392	52,218
School Cust. Sup.			41,765		55,497	69,228
Chief Custodian			38,342		51,885	65,428
Head Custodian			34,965		48,245	61,525
Custodial Worker			24,310		36,599	48,887
Cust. Worker (10 mos.)			20,258		30,498	40,738
Payroll Supervisor			46,305		58,923	71,541
Purchasing Agent			52,093		64,798	77,504
Personnel Asslt			52,093		64,798	77,504
Sr Accountant			46,305		58,923	71,541
Principal Account Clerk			34,269		49,540	64,812
Sr Acct Clerk			32,637		47,181	61,726
Acct Clerk			31,261		43,403	55,545
Acct Clerk Steno			31,261		43,403	55,545
Acct Clerk Typist			28,861		40,618	52,374
Principal Steno			32,746		47,299	61,852
Sr. Steno			32,079		44,300	58,521
Sr. Clerk Typist			28,043		40,374	52,704
Steno			28,043		40,374	52,704
Clerk Typist			26,915		38,336	49,756
Clerk Typist (10 mos)			22,427		31,944	41,462
Clerk			24,091		35,567	47,044
Clerk (10 mos)			20,074		29,639	39,203
Chief Security Supervisor*			27,103		35,044	42,985
Photocopy Machine (10 mos)			17,720		27,331	36,941
Public Relations Specialist			52,093		64,798	77,504
Network & Systems Specialist I			44,360		60,773	77,185
AV Specialist			35,746		49,004	62,263
Network & Systems Technician			35,746		49,004	62,263
AV Technician			35,306		48,530	61,753
Micro-Computer Repair Tech.			35,306		48,530	61,753
AV Aide			26,854		38,430	50,007
Technical Support Representative			28,043		40,374	52,704
Attendance Aide			15,754		26,577	37,400
*Civil Service Title is "Senior Guard"						

Exhibit 1

LONGWOOD CENTRAL SCHOOL DISTRICT							
CSEA SALARIES - HOURLY EMPLOYEES - 07/01/02-06/30/06							
				Starting	Midpoint	Max	
<b>Security Guards</b>							
	Contract expired 6/02			8.30	10.80	13.30	
	7/1/02-6/30/03			+1.25/hr. 9.55	12.05	14.55	
	7/1/03-6/30/04			+1.00/hr. 10.55	13.05	15.55	
	7/1/04		+2.5%	10.81	13.38	15.94	
	1/1/05		+2.5%	11.08	13.71	16.34	
	7/1/05		+2.5%	11.36	14.05	16.75	
	1/1/06		+2.5%	11.65	14.40	17.16	
<b>Cook</b>							
	Contract expired 6/02			8.15	10.46	12.77	
	7/1/02-6/30/03			+0.75/hr. 8.90	11.21	13.52	
	7/1/03-6/30/04			+0.75/hr. 9.65	11.96	14.27	
	7/1/04		+2.5%	9.89	12.26	14.63	
	1/1/05		+2.5%	10.14	12.57	14.99	
	7/1/05		+2.5%	10.39	12.88	15.37	
	1/1/06		+2.5%	10.65	13.20	15.75	
<b>Lead FSW</b>							
	Contract expired 6/02			8.70	11.50	14.30	
	7/1/02-6/30/03			+0.75/hr. 9.45	12.25	15.05	
	7/1/03-6/30/04			+0.75/hr. 10.20	13.00	15.80	
	7/1/04		+2.5%	10.46	13.33	16.20	
	1/1/05		+2.5%	10.72	13.66	16.60	
	7/1/05		+2.5%	10.98	14.00	17.01	
	1/1/06		+2.5%	11.26	14.35	17.44	
<b>FSW</b>							
	Contract expired 6/02			6.95	9.64	12.33	
	7/1/02-6/30/03			+0.75/hr. 7.70	10.39	13.08	
	7/1/03-6/30/04			+0.75/hr. 8.45	11.14	13.83	
	7/1/04		+2.5%	8.66	11.42	14.18	
	1/1/05		+2.5%	8.88	11.70	14.53	
	7/1/05		+2.5%	9.10	12.00	14.89	
	1/1/06		+2.5%	9.33	12.30	15.27	

Exhibit 1

<b>LONGWOOD CENTRAL SCHOOL DISTRICT</b>							
<b>CSEA SALARIES - HOURLY EMPLOYEES - 07/01/02-06/30/06</b>							
				<b>Starting</b>	<b>Midpoint</b>	<b>Max</b>	
<b>School Monitor (formerly Staff Asst I)</b>							
	<b>Contract expired 6/02</b>			<b>6.70</b>	<b>8.92</b>	<b>11.14</b>	
	<b>7/1/02-6/30/03</b>	<b>+ .75</b>		<b>7.45</b>	<b>9.67</b>	<b>11.89</b>	
	<b>7/1/03-6/30/04</b>	<b>+ .75</b>		<b>8.20</b>	<b>10.42</b>	<b>12.64</b>	
	<b>7/1/04</b>	<b>+2.5%</b>		<b>8.41</b>	<b>10.68</b>	<b>12.96</b>	
	<b>1/1/05</b>	<b>+2.5%</b>		<b>8.62</b>	<b>10.95</b>	<b>13.28</b>	
	<b>7/1/05</b>	<b>+2.5%</b>		<b>8.83</b>	<b>11.22</b>	<b>13.61</b>	
	<b>1/1/06</b>	<b>+2.5%</b>		<b>9.05</b>	<b>11.50</b>	<b>13.95</b>	
<b>Teacher Aide (formerly Staff Asst II)</b>							
	<b>Contract expired 6/02</b>			<b>7.35</b>	<b>9.83</b>	<b>12.32</b>	
	<b>7/1/02-6/30/03</b>	<b>+ .75</b>		<b>8.10</b>	<b>10.58</b>	<b>13.07</b>	
	<b>7/1/03-6/30/04</b>	<b>+ .75</b>		<b>8.85</b>	<b>11.33</b>	<b>13.82</b>	
	<b>7/1/04</b>	<b>+2.5%</b>		<b>9.07</b>	<b>11.61</b>	<b>14.17</b>	
	<b>1/1/05</b>	<b>+2.5%</b>		<b>9.30</b>	<b>11.90</b>	<b>14.52</b>	
	<b>7/1/05</b>	<b>+2.5%</b>		<b>9.53</b>	<b>12.20</b>	<b>14.88</b>	
	<b>1/1/06</b>	<b>+2.5%</b>		<b>9.77</b>	<b>12.51</b>	<b>15.25</b>	

