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5769

AGREEMENT

BOARD OF EDUCATION

**NORTH BELLMORE
UNION FREE
SCHOOL DISTRICT**

NORTH BELLMORE, NEW YORK

AND

NASSAU CHAPTER

**NORTH BELLMORE
CIVIL SERVICE EMPLOYEES'
ASSOCIATION, INC.**

CLERICAL/CAFETERIA UNIT

JULY 1, 2003 TO JUNE 30, 2006

RECEIVED

APR 29 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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NORTH BELLMORE UNION FREE SCHOOL DISTRICT

General Provisions

A G R E E M E N T

This agreement is made and entered into this 29th day of March 2004 by and between the North Bellmore Union Free School District ("The District") and the Clerical and Cafeteria Unit of Civil Service Employees Association, Inc. Local 1000, AFL CIO ("CSEA").

GENERAL ARTICLE I

RECOGNITION

Section 1: The Board hereby recognizes the Association as the sole and exclusive representative for all personnel comprising clerical and cafeteria employees, but excluding substitutes, monitors, teacher aides, school nurses, custodial, bus drivers, the Business Manager, the Director of Facilities and Operations, the School Lunch Manager, the District Clerk and the Secretary to the Superintendent of Schools, the Secretary to the Assistant Superintendent of Schools, and the Secretary to the Business Manager.

Section 2: The Board agrees not to negotiate with any employee group other than the Association for the duration of this contract, except as may be required by law.

GENERAL ARTICLE II

CONDITIONS

Section 1: Before the Board adopts a change in policy which affects salaries, fringe benefits, Working conditions or matters related thereto, which are not covered by the terms of this contract, the Board will grant the Association the opportunity to present its views on the policy change before it is announced to the public. The Board agrees to give due consideration to such views in arriving at its decisions on such major policy changes.

Section 2: It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Such situations should be reported to the school principal and/or administrator who will take appropriate action.

Section 3: (a) No employee shall be required to use his own personal vehicle for District business. With the prior approval of a principal and/or administrator, an employee shall be reimbursed for the use of his vehicle at the current IRS rate per mile. No employee may be ordered to drive any school vehicle which is in any defective condition but, in the event of a dispute concerning the same, the employee shall, nevertheless, operate such vehicle until the matter can be determined and resolved.

- (b) Defective equipment shall include, but not be limited to:
1. Faulty brakes
 2. Defective lights
 3. Bald tires
 4. Mirror, horns, windshield or any other mechanical failures to deem the vehicle as unsafe for driving use
 5. Lack of seat belts, spare tire, jack, flares

Section 4: The Board shall have the right to require all employees covered by this Agreement to take periodical physical examinations by school physicians. Such examinations shall be conducted during regular working hours and shall be at the Board's expense.

GENERAL ARTICLE III

POSTINGS & PROMOTIONS

All openings for promotional positions and for positions paying higher salary differentials shall be adequately publicized in every school on bulletin boards, and all qualified personnel shall be given adequate opportunity to make application for such positions. All openings for promotional positions or lateral moves within the District and for positions paying higher salary differentials shall be adequately publicized and posted on School bulletin boards. The postings shall occur at least two weeks, but not more than one-month prior to the anticipated date established for the interview process to commence. The posting, when applicable, shall contain but not be limited to the following information: anticipated position fill date; anticipated site opening, job title; work hours; job requirements and candidate requirements. Notice of Postings for job openings or promotions occurring during a school recess or in the summer shall be mailed to the homes of all Bargaining Unit Members. Postings for all positions shall be subject to the same conditions. All qualified personnel shall be given adequate opportunity to make application for open and promotional positions. Full time employees promoted to the next highest paid classification shall receive the next highest salary on the schedule to which promoted unless it shall result in an increase of less than \$300 in which event the employee shall receive the next highest salary on the schedule to which the employee is promoted. In filling such positions, the Board shall request the Nassau County Civil Service Commission to conduct a promotional examination in the first instance and then an open competitive examination.

GENERAL ARTICLE IV

PROTECTION OF EMPLOYEES

- Section 1: (a) All full time employees in the non-competitive class, after six (6) months of service, shall be afforded the same job protection as those employees hired from competitive lists.
- (b) Seniority shall be on the basis of length of service in the District.
- (c) If layoffs become necessary, provisional and probationary employees shall be laid off before any permanent employee shall lose any time. If, after all provisional and probationary employees have been laid off and other reductions in the work force are necessary, the employee shall be laid off in accordance with the principles of seniority; i.e., the last person hired shall be the first person

laid off, the last person laid off shall be the first person rehired. Part-time employment shall be offered to any full-time employee who has been on layoff up to two (2) years before a part-time employee can be hired.

- (d) Before hiring any new, full-time employees, the available work must be first offered to employees on layoff by sending a written notice to the employee by registered or certified mail, return receipt requested, directing him to return to work at a date and time not less than seven (7) days from the date of the mailing of such notice.
- (e) New job titles, when created, shall be subject to Civil Service rules and regulations.

Section 2: Assistance in Assault or Civil Case

- (a) Employees shall be required to report all cases of assault suffered by employees and/or civil actions filed against them, in connection with their employment, to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report within three (3) days.

Section 3: Legal Counsel

The Board agrees that where the employee is not at fault to provide legal counsel to defend any employee in action arising out of any assault on an employee or any disciplinary action taken against a student by an employee.

Section 4: Compensation for Lost Time

If an assault on an employee during working hours on school premises results in loss of time, the employee shall be paid in full, and such paid absence shall not be deducted from any sick leave to which such employee is entitled under this contract, but in no event to exceed a period of two (2) years. Any Workers Compensation benefit due to employee during this period shall be paid to the school district to the extent of the amount paid out by the district.

GENERAL ARTICLE V

ON-THE -JOB INJURIES

Employees absent from employment for a period of five or more working days and unable to perform their duties as a result of personal injury incurred during the course of their employment will be paid their full salary after a doctor has submitted a diagnosis to the district and the district submits the proper workers' compensation forms to the insurance carrier for their determination of claims for compensation. The full salary will begin after the fifth work day. Upon approval of the claim by the Workers' Compensation Board, the first five days will be credited for loss of salary or accumulated sick time. A maximum of 30 work days will be paid for each injury or similar injury. Such days shall not be charged to accumulated sick leave. After 30 days, additional days will be charged to accumulated sick leave. The district will request reimbursement of payment made to the employee and such reimbursement will credit the employee with lost sick time pro-rated based on the amount of the reimbursement. If the employee returns to full duties, any additional days needed must be verified by a doctor's note or workers' compensation hearing notice.

In the event the employee is unable to return to work for more than seven (7) days, he/she must contact his/her immediate supervisor on a weekly basis to advise of his/her status. In addition, periodical information must be reported to the district by the attending physician.

GENERAL ARTICLE VI

BENEFITS-INSURANCE

Section 1: Effective July 1, 1991, the District shall pay 95%, and the individual shall pay 5%, of the cost of the Empire-Core Plus Enhancements Health Insurance Plan for full time employees and their immediate family, both during employment and after retirement. Effective July 1, 2005, the district shall pay 93%, and the individual shall pay 7% of the cost of the Empire-Core Plus Enhancement Insurance Plan for full time employees and their immediate family, both during employment and after retirement.

Employees may select coverage under HIP/HMO plans, in which event they shall pay any increase in premiums between such plans and the Empire Plan-Core Plus Enhancements.

Section 2: The Board agrees to remain a participating employer during the terms of this contract in all the options of the Empire-Core Plus Enhancements Health Insurance Plans available for the employee and his immediate family while the employee is working.

Section 3: The Board will provide for full-time employees the same dental and life insurance coverage provided for its teaching personnel. The individual shall pay 5% of the cost of the individual dental coverage and shall pay 100% of dependent dental coverage.

Section 4: A health insurance plan providing a total benefits package comparable to the plan in existence or the plan at the time of the alternate proposal may be instituted by the District upon written notice to the Association, which notice shall include a copy of plan including costs and premiums. The Association shall have sixty (60) days to review and analyze such plan. The District shall cooperate in providing all relevant information requested by the Association. Should the Association object to the institution of the new plan, the matter shall be submitted to an impartial panel which shall be appointed within sixty (60) days of the original date of presentation of the plan to the Association. The panel shall be comprised of three (3) persons with expertise in health insurance. Each party shall designate one (1) member of the panel. These two (2) members shall select the third. If they are unable to agree, the third member shall be selected through the procedures of the American Arbitration Association. The impartial panel shall have the authority to hold hearings and review submissions of the parties, and shall render a decision sixty (60) days following their appointment. The decision of the panel shall be final and binding on the District and the Association. The new plan shall not become effective unless and until either the Association agrees that benefits are comparable or the impartial panel so holds.

Section 5: Employees shall have the option to withdraw from participation in the District's health insurance plan or change from family to individual coverage. Employees who choose to exercise either of these options must notify the District in writing of their intentions. Employees who exercise these options shall receive payment in an amount equal to fifty percent (50%) of the savings to the District based on the premium in effect the preceding January 1. Payment shall be made in the first paycheck in January and the last paycheck in June.

Employees who have withdrawn from the District's health insurance plan shall, upon request, be reinstated to coverage subject to the rules and regulations of the health insurance plan in effect at the time of the reinstatement. If the employee requests reinstatement during the school year, the employee shall receive a prorated portion of the amount designated above. This change may be made once a year.

Section 6: The District shall provide NY State Disability Insurance for full time employees to be fully paid by the District.

GENERAL ARTICLE VII

ARMED FORCES SERVICE CREDIT

Section 1: Employees who have served in the Armed Forces of the United States shall be entitled to veteran's credits, as provided for under the law.

Section 2: Employees on regular appointment called to military duty will be credited, upon their return, with a salary increment allowance for the period of their military service.

GENERAL ARTICLE VIII

RETIREMENT BENEFITS

The Board agrees to continue for all eligible employees covered by this Agreement the Section 75 (I) retirement plan of the New York State Retirement System, together with \$20,000 death benefit. (Section 60b).

GENERAL ARTICLE IX

LEAVE ALLOWANCE

Section 1: **Sick Leave**

(a) Except as hereinafter noted, all regularly employed full-time employees shall be entitled to approved absence in cases of illness. Twelve-month employees shall be credited with twelve (12) days of sick leave per year and ten-month employees shall be credited with (11) days of sick leave per year commencing July 1, cumulative to 200 sick leave days without loss of salary, pro-rated for part-time employees who regularly work five (5) hours or more per day. Full-time employees with ten or more years of service shall be entitled to an additional day of paid sick leave. Part-time clerical and cafeteria employees, working less than five (5) hours per day, after

three (3) years of employment will receive two (2) sick days per year, after five (5) years of employment will receive three (3) sick days. These days may not be accumulated.

(b) Employees absent for more than two (2) consecutive working days because of personal illness may be required to submit a doctor's certificate explaining the nature of the illness upon return to duty.

(c) An annual statement of sick leave accumulated shall be given to each employee at the conclusion of the school fiscal year, if requested.

(d) Personal illness – Extended Nature: If an employee's illness is to be of an extended duration, a doctor's certificate stating the possible duration of said illness must be submitted as soon as possible. Employees whose cumulative sick leave allowance is exhausted by reason of personal illness shall be granted leave of absence without pay at the expiration of cumulative leave allowance up to one year of duration.

(e) If an employee does not use any sick leave time during a school year, his unused personal days under Article IX, Section 2 (b) will be added to his accumulated sick leave.

(f) Upon employee's written resignation from the school district, or upon his demise, accumulated sick leave shall be paid for as Terminal Leave Pay, in accordance with the following schedule:

1. At the completion of ten (10) full years of service in the District, 20% of accumulated leave.
2. At the completion of fifteen (15) full years of service in the District, 30% of accumulated leave.
3. At the completion of twenty (20) full years of service or more, 50% of accumulated leave. 50% will also be paid at retirement, provided the employee has a minimum of 10 years service.
4. At retirement, 10% of accumulated leave will be paid for more than 5 full years and less than 10 full years of service.
5. This Article shall be applicable only to employees employed by the District as of March 13, 1997.

Section 2: **Other Paid Leaves**

All regularly employed full-time employees shall be entitled to paid leave for the following purposes:

(a) Five (5) days per year, which will include holidays but not weekends, which cannot be accumulated, in the event of the death of the employee's parent, grandparent, grandchild, spouse, child, brother, sister, father-in-law, or mother-in-law. In the event of multiple bereavements or other good cause, the Superintendent shall use

his discretion in granting additional days.

(b) All regularly employed full-time employees shall also be entitled to three (3) days per year paid leave for personal business of a serious nature. The employee must state the reason for such leave at least twenty-four (24) hours in advance, where possible. Unused leave may not be accumulated, except as stated in Article IX, Section 1 (e).

(c) All regularly employed full-time employees shall also be granted time off (not to exceed thirty (30) days with pay to serve on a jury but shall pay back to the District any jury duty pay received for such service. (Such service must be involuntary).

(d) Days allowed in any one section above will not be charged against days allowable in another section, nor can they be interchanged except as stated in Article IX, Section 1 (e).

(e) Leaves of absence

1. Pregnancy shall be treated in the same manner as illness.
2. Upon formal written request, a one-year unpaid leave of absence may be granted for reasons of pregnancy.

(f) Newly hired employees shall accrue one day of sick leave for each month worked up to the end of the school year or upon the completion of the six (6) month probationary period, whichever is later. At that time, a pro-rate amount of yearly sick leave will be credited in advance as outlined in Section 1 (a).

For an employee who has been employed by the District for less than one (1) year, personal leave shall be granted on a pro-rata basis.

(g) Less-than-20 hour employees, who have been with the district for more than five (5) years, will be granted an additional two days pay at the conclusion of each school year. This is non-cumulative.

Leave Allowance

Section 1: Deductions – When an employee exceeds the time allotted under any part of Section 1 & 2, deductions shall be made as follows:

- (a) Absence for the entire pay period – No payment.
- (b) Absence for part of pay period shall be deducted from annual salary as follows:

10 month clerical – 1/200
12 month clerical – 1/224 – 1/229
10 month food service worker/cook – 1/200

GENERAL ARTICLE X

Holidays

Section 1: There will be seventeen (17) holidays considered non-working time for each contract year covered by this agreement. A representative from North Bellmore CSEA Executive Board and the Board of Education will mutually agree upon the calendar for holidays. This will be done in every year of the contract once the school year calendar has been adopted.

In the event that school is in session on any of the above days, employees shall be granted another day to be mutually agreed upon with their immediate supervisor and approved by the Superintendent of Schools.

GENERAL ARTICLE XI

PERSONNEL FILES

Section 1: Upon request by an employee, permission shall be granted to examine the official employment and personnel file.

Section 2: Upon request by an employee, the District shall reproduce any material in the official employment and personnel file.

Section 3: There shall be only one official employee personnel file.

Section 4: No material that is derogatory to the conduct, service, character or personality of an employee shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge that the material has been read by affixing signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed has been read and does not necessarily indicate agreement with its content.

Section 5: The employee shall have the right to answer any material filed and the answer shall be attached to file copy.

GENERAL ARTICLE XII

TRANSFER AND REASSIGNMENT

The Board recognizes that frequent reassignment and/or transfer of employees from one school to another is disruptive to the efficiency of the District and interferes with optimum employee performance. Notice of transfers for Cooks and Food Service Workers shall be given by the end of the school year if feasible. Five days notice shall be given before making a transfer except in an emergency. The Administrator shall provide the affected employee and the Unit President or Union Representative, a written summary of the reason for the transfer. Before transferring an employee from one school building to another, the District will first ask for volunteers and give

consideration to the volunteers' suitability for the transfer before selecting the employee to be transferred. The Board shall also consider seniority in determining who shall be transferred. The Board's determination shall be final.

GENERAL ARTICLE XIII

CSEA BUSINESS

- Section 1: Permission shall be granted for the use of District facilities for meetings, provided space is available and provided the meeting does not interfere with the work of employees covered by this Agreement, or with the operation of the school system.
- Section 2: At least one bulletin board shall be reserved at an accessible place in each school for the exclusive use of the CSEA for the purpose of posting material dealing with proper and legitimate CSEA business, provided that such material is not derogatory to any school personnel or detrimental to the best interests of the District.
- Section 3: The CSEA shall be afforded the use of school mail boxes once a month for the purpose of distributing its material, upon permission and approval of the Superintendent.
- Section 4: The CSEA building representative may call a meeting of the CSEA members, which will not interfere with the work schedule. Arrangements will be made for the time and place of the meeting through the principal's office.
- Section 5: The Board reserves the right to see that generally accepted standards of good taste and honesty are maintained wherever the use of District facilities are involved.
- Section 6: Officers of the CSEA shall be granted a total of two days leave per year for the purpose of attending CSEA meetings or other functions.

GENERAL ARTICLE XIV

DUES DEDUCTION

- Section 1: The Board agrees to deduct from the salaries of its employees dues for the CSEA as said employees individually and voluntarily, authorize the Board to deduct and to transmit such monies to CSEA. Employees authorizations shall be in writing and in a manner consistent with Section 9, 3B of the Municipal law and Chapter 392 of the Laws of 1967 and shall be irrevocable for a period of one year.
- Section 2: Deductions shall be made uniformly and consistently. Funds thus collected shall be transmitted within one (1) month to the Treasurer of the CSEA, Inc.
- Section 3: The CSEA assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the CSEA, Inc.
- Section 4: No later than September 30 of each year, the Board shall provide the CSEA unit with

a list of those employees who have voluntarily authorized the Board to deduct dues for the CSEA.

Section 5: Employees who are not members of the Association shall have an agency fee deducted from their salary and the Board shall transmit such fee to the Treasurer of the CSEA, Inc. The Association shall notify the Board of the amount of such fee.

GENERAL ARTICLE XV

GRIEVANCE PROCEDURE

Section 1: In order to continue harmonious and cooperative relationships between the District and its employees, it is hereby declared to be the purpose of this procedure to provide for the settlement of certain differences between employees and their employers through procedures under which employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal. The provisions of this procedure shall be liberally construed for the accomplishment of this purpose. If personally affected, such grievance shall be filed within 20 days of occurrence or upon knowledge of occurrence, whichever is later.

Section 2: Definitions – As used herein, the following terms shall have the following meanings:

- (a) “Employer” shall mean the school district.
- (b) “Employee” shall mean any employee covered by this agreement
- (c) “Supervisor” shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over employees.
- (d) “Grievance” shall be defined as any dispute concerning the interpretation or application of this Agreement and be raised by either party to this Agreement.

Section 3: Basic Standard and Principles

- (a) Every employee shall have the right to present his grievance to his employer in accordance with the provisions of this article, free from interference, coercion, restraint, discrimination or reprisal. The grievance procedure established under this article shall provide the right for all parties to be represented at all stages thereof.
- (b) It shall be a fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as its practicable, appropriate authority shall be delegated to such supervisors to enable them to carry out the purpose of this article.
- (c) The employee has a right to representation by an officer of the Association.

Section 4: Grievances – Procedural Requirements – Appeals

- (a) The first procedural stage shall consist of the employee’s presentation of the grievance to the immediate supervisor or supervisors. The discussion and resolution of grievances at the first stage shall be an oral and informal basis. If

such grievance is not satisfactorily resolved at the first stage within five (5) working days of the presentation of the grievance, such employee may proceed to the second stage. In the event it becomes necessary to carry the grievance to the next immediate supervisor, such procedures shall remain informal.

- (b) The second procedural stage shall be instituted by the employee within five (5) working days of the completion of the first procedural stage. It shall consist of a request by the aggrieved employee for a review and determination of his grievance by the Superintendent. In such case the aggrieved employee and the immediate supervisor or supervisors shall submit to the Superintendent a written statement setting forth the specific nature of the grievance and the facts relating thereto. Thereupon, the Superintendent shall, at the request of the employee, hold an informal hearing within ten (10) working days, at which the employee may appear and present oral and written statements or arguments. The final determination of the second stage of such grievance proceeding shall be made by the Superintendent in writing within ten (10) working days after the completion of the presentation of the grievance. If such grievance is not satisfactorily resolved at the second stage, such employee may proceed to the third stage.
- (c) The third procedural stage shall be instituted by the employee within ten (10) working days of the completion of the second procedural stage. It shall consist of a written request by the aggrieved employee for a review and determination of his grievance by the Board of Education. In such case the aggrieved employee and the Superintendent shall submit within ten (10) working days written statements setting forth the specific nature of the facts relating thereto. Thereupon, the Board of Education shall hold a hearing.
 - 1. Any such hearing may be conducted by any member of the Board designated by the Board to act on its behalf, provided, however, that if less than the full Board presides at such a hearing, the member or members thereof conducting such hearing shall render a report thereon to the full Board, and the full Board shall thereupon make its report.
 - 2. The report of the Board shall contain a statement of the Board's finding of fact, conclusions and advisory recommendations. The Board shall send a copy of its report to each employee involved, the representatives, if any, the immediate supervisor and to the Superintendent. The decision of the Board shall be made not later than the second regular monthly Board meeting after receipt of appeal.
- (d) The Association shall be notified of all steps taken on an employee's grievance in the event an employee states a desire to be represented by the Association.
- (e) Grievance raised by the Board shall be processed, insofar as it is practicable, in accordance with the above procedure.

GENERAL ARTICLE XVI

Work Stoppage

The Association and its members agree that they will not, under any circumstances, call, instigate or participate in any strike, walkout, mass resignation, slowdown or any other tactic constituting a complete or partial work stoppage or denial of services. Any employee violating

this provision shall be subject to summary dismissal or other disciplinary action without recourse to the grievance procedure established in this Agreement.

GENERAL ARTICLE XVII

Rights of the Board of Education

Except as otherwise specifically set forth in this Agreement, the Board of Education and its designated supervisory officials shall be solely responsible for the operation and control of the school system and its personnel, including (but not limited to) the right to hire and assign personnel, the establishment of budgetary, taxing and other financial policies.

Provisions Relating to Clerical/Secretarial Personnel

CLERICAL ARTICLE I

Working Conditions

Section 1: (a) Clerical – The hours of work shall be seven hours, twenty minutes per day, exclusive of a forty-minute lunch period, five consecutive days – Monday through Friday.

(b) Changing of working hours shall be on a volunteer basis, where possible. Otherwise, personnel shall work whatever shift assigned them. Employees shall work in whatever building to which assigned.

(c) When the school calendar is changed, where appropriate, part-time employees shall be permitted to make up hours lost.

Section 2: Time and one-half (1 ½) pay for all overtime worked beyond the regular hours in any given day or all work prior to regular starting time, and all work after regular quitting time; but employee must work entire regular day's shift. This does not apply to part-time employees unless they work in excess of a full shift.

Section 3: All full-time employees shall receive two coffee breaks, not in excess of ten minutes each on each shift worked.

Section 4: (a) All employees appointed by the Board may be granted credit for prior related work experience, as the Board may decide. Salary, length and extent of service and other factors shall be considered by the district when changing the status of an employee from part-time to full-time.

(b) No person shall be employed by the District in a permanent full-time position who is not qualified under applicable Civil Service laws and regulations. This applies to members of the bargaining unit only.

Section 5: Contractual Work Year

Clerical

10-month clerical employees hired before 7/1/81 shall commence work on the Monday prior to Labor Day and shall cease work on June 30.

10-month clerical employees hired after 7/1/81 shall commence work on the Monday two weeks prior to Labor Day and shall cease work on June 30.

12-month clerical employees shall work 224 days per year, regardless of holidays or vacation, but with not less than 20 days as vacation time. Employees hired after July 1, 1981 shall work 229 days with not less than 15 days as vacation time. They shall receive:

After 5 full years of service, 16 vacation days;
After 6 full years of service, 17 vacation days;
After 7 full years of service, 18 vacation days;
After 8 full years of service, 19 vacation days;
After 9 full years of service, 20 vacation days.

The total annual number of workdays shall be reduced by one day for each additional vacation day received over 15 in accordance with the above schedule.

10-month and 12-month employees must normally include those days when children are in school as part of the required work period. The remaining non-working days must be approved by the appropriate administrator but shall not be on days of religious observance unless the employee so desires.

12-month employees who have less than one year of service shall receive a vacation in proportion to the number of days worked.

Ten (10) month employees shall have the option to be paid their annual salary over a period of twenty-six (26) bi-weekly paychecks by June 30th of each school year.

Section 6: If a starting date for full-time employment occurs on or prior to the 15th of the month, a full month shall be credited for service requirements. If a starting date is after the 15th there will be no credit allowed.

Section 7: Annual vacation compensation will be paid, together with the employee's last check if four weeks written notice is given, prior to the start of the approved vacation where the law permits.

CLERICAL ARTICLE II

Compensation

Section 1: All employees covered by this Agreement shall be paid in accordance with the salary schedules annexed hereto as "Schedule B-1", "B-2", "B-3", and "B-4".

Part-time rates of pay are also reflected in these schedules. Annual Salary Percentage increases will be 2003/04 – 4%, 2204/05 – 4%, 2005/06 – 4.25%.

- Section 2: All covered employees shall also advance one step each year on the schedule that applies.
- Section 3: New employees will be give the prior July 1 as an anniversary date if their employment commenced prior to January 1 of the given school year. If employment commenced *after* January 1 of a given school year, the anniversary date for salary increments would be the second July 1 following such employment.
- Section 4: Remuneration for all full-time and part-time employees is based on the thesis that all employees are employed on an annual basis and will be returning after the regularly scheduled holiday or vacation breaks in the normal school year. No employee will be “laid off” unless they receive written notice that their services are no longer required or unless they submit a written notice of resignation.

Provisions Relating to Cafeteria Personnel

CAFETERIAL ARTICLE I

Working Conditions

- Section 1: (a) Cafeteria – For cooks, the hours of work shall be 5 ½ hours per day, five consecutive days – Monday through Friday. Food service employees shall work by the hour as assigned. Scheduled days of work shall be as follows:
1. All days that lunch service is scheduled.
 2. Two (2) days prior to the first day of pupil attendance.
 3. Staff Orientation Day
 4. Staff Development Day
 5. All PPR days except one (1) which shall be a non-working day to be mutually agreed upon.
- (c) Changing of working hours shall be on a voluntary basis, where possible. Otherwise, personnel shall work whatever shift assigned them. Employees shall work in whatever building to which assigned.
- Section 2: (a) Time and one-half (1 ½) will be paid for all overtime worked beyond the regular hours in any given day or all work prior to regular starting time, and all work after regular quitting time; but employee must work entire regular day’s shift. This does not apply to part-time employees unless they work in excess of a full shift.
- (b)The hourly rate of overtime shall be equal to time and one-half (1 ½) of the regular hourly rate of the employee. Hourly rate shall be double for work on Sunday.
- (d) All full-time employees shall receive two coffee breaks, not in excess of ten minutes each, on each shift worked.

Section 3: (a) All employees appointed by the Board may be granted credit for prior related work experience as the Board may decide. Salary, length and extent of service, and other factors shall be considered by the district when changing the status of any employee from part-time to full-time.

(b) No person shall be employed by the district in permanent full-time positions who is not qualified under applicable Civil Service laws and regulations. This applies to members of this bargaining unit only.

Section 4: If a starting date for full-time employment occurs on or prior to the 15th of the month, a full month shall be credited for service requirements. If a starting date is after the 15th, there will be no credit allowed.

Section 5: The District shall provide employees with a uniform allowance as follows:

Cooks: Each employee will receive \$125.00 per year

Food Service Workers: Each employee will receive \$100.00 per year

All uniforms worn by employees must be white in color.

The District shall provide employees with cobbler as follows:

Cooks: Four (4) per year

Food Service Workers: Two (2) per year

Reimbursements will be made to the employee after he/she has submitted and the Business Office has approved appropriate receipts.

CAFETERIA ARTICLE II

COMPENSATION

Section 1: All cafeteria employees covered by this Agreement shall be paid in accordance with the salary schedule annexed hereto as "Schedule C". Part-time workers' hourly rates of pay are also reflected on "Schedule C".

Section 2: All covered employees shall also advance one step each year on the schedule that applies.

Section 3: New employees will be given the prior July 1 as an anniversary date if employed prior to January 1 of the given school year. If employment commenced *after* January 1 of a given school year, the anniversary date for salary increments would be the second July 1 following such employment.

Section 4: Remuneration for all full-time and part-time positions is based on the thesis that all employees are employed on an annual basis and will be returning after the regularly scheduled holiday or vacation breaks in the normal school year. No employee will be "laid off" unless they receive written notice that their services are no longer required or unless they submit a written notice of resignation.

Section 5: Any permanent food service worker who performs, on a per diem basis, the duties of a cook will be paid their hourly rate for six and one-half (6 ½) hours per day.

Section 6: All cooks hired on or after July 1, 1993 must be certified by Nassau County Department of Health as a food service manager prior to commencing employment. Such certification must be renewed every three (3) years. Employees shall be permitted to take the review course during a scheduled PPR day.

GENERAL ARTICLE XVIII

Duration of Agreement

This Agreement shall become effective July 1, 2003 and shall continue in effect until June 30, 2006. Upon sixty (60) days written notice, either party may, on November 1, 2005, request negotiations leading to a new contract.

This Agreement represents the entire understanding of the parties and there are no promises or representations made or intended other than those set forth herein that can add to, change, or modify any provisions of this Agreement. The parties hereto have had a full and complete opportunity to negotiate and present proposals and counter proposals. It is, accordingly, agreed that during the term of this Agreement, neither party shall be bound to negotiate any addition to, change or modification of this Agreement. It is further agreed that in the event any provision of this Agreement is declared invalid or if a change in the Agreement is required by law, the parties will negotiate the same in good faith and incorporate it into the Agreement.

NORTH BELLMORE UNION
FREE SCHOOL DISTRICT

BY _____
James Parla
Superintendent of Schools

CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.
LOCAL 1000
AFL-CIO

BY _____
Janice Gentile
President, Clerical/Cafeteria Unit

BY _____
Stephanie Teff, LRS CSEA

Schedule B-1**Clerical:****Steno (10 Months:)**

<u>Step</u>	<u>2003/04</u>	<u>2004/05</u>	<u>2005/06</u>
1	21,753	22,623	23,584
2	23,064	23,987	25,006
3	24,434	25,411	26,491
4	25,793	26,825	27,965
5	27,062	28,144	29,340
6	28,394	29,530	30,785
7	29,802	30,994	32,311
8	31,237	32,486	33,867
9	32,666	33,973	35,417
10	35,116	36,521	38,073
11	36,497	37,957	39,570
Longevity	2,142	2,228	2,323
15	38,639	40,185	41,893
Longevity	1,489	1,548	1,614
20	40,128	41,733	43,507

Steno (12 Months)

1	26,112	27,156	28,310
2	27,666	28,773	29,996
3	29,344	30,518	31,815
4	30,957	32,195	33,563
5	32,478	33,777	35,213
6	34,069	35,432	36,938
7	35,796	37,228	38,810
8	37,473	38,972	40,628
9	39,233	40,802	42,536
10	41,962	43,640	45,495
11	43,613	45,358	47,286
Longevity	2,142	2,227	2,321
15	45,755	47,585	49,607
Longevity	1,489	1,549	1,615
20	47,244	49,134	51,222

Schedule B-2**Account Clerk (12 Months)**

	<u>2003/04</u>	<u>2004/05</u>	<u>2005/06</u>
1	26,662	27,728	28,906
2	28,367	29,502	30,756
3	29,856	31,050	32,370
4	31,378	32,633	34,020
5	32,996	34,316	35,774
6	34,641	36,027	37,558
7	36,238	37,688	39,290
8	38,035	39,556	41,237
9	39,638	41,224	42,976
10	42,459	44,157	46,034
11	44,115	45,880	47,830
Longevity	2,487	2,586	2,696
15	46,602	48,466	50,526
Longevity	1,818	1,891	1,971
20	48,420	50,357	52,497

Senior Account Clerk (12 Months)

Over Account Clerk	\$600	\$600	\$600
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Senior Clerk (12 Months)

1	25,222	26,231	27,346
2	26,560	27,622	28,796
3	27,978	29,097	30,334
4	29,365	30,540	31,838
5	30,687	31,914	33,270
6	32,052	33,334	34,751
7	33,418	34,755	36,232
8	34,784	36,175	37,712
9	36,150	37,596	39,194
10	37,516	39,017	40,675

Clerk (12 Months)

1	24,213	25,182	26,252
2	25,335	26,348	27,468
3	26,495	27,555	28,726
4	27,639	28,745	29,967
5	28,772	29,923	31,195
6	29,921	31,118	32,441

Schedule B-3

Typist Clerk (10 Months)

1	20,258	21,068	21,963
2	21,262	22,112	23,052
3	22,292	23,184	24,169
4	23,247	24,177	25,205
5	24,229	25,198	26,269
6	25,130	26,135	27,246
7	26,252	27,302	28,462
8	27,336	28,429	29,637
9	28,389	29,525	30,780
10	30,449	31,667	33,013
11	31,480	32,739	34,130
Longevity	1,818	1,891	1,972
15	33,298	34,630	36,102
Longevity	1,316	1,369	1,427
20	34,614	35,999	37,529

Typist Clerk (12 Months)

1	24,320	25,293	26,368
2	25,459	26,477	27,602
3	26,619	27,684	28,861
4	27,758	28,868	30,095
5	28,895	30,051	31,328
6	30,007	31,207	32,533
7	31,237	32,486	33,867
8	32,483	33,782	35,218
9	33,762	35,112	36,604
10	36,022	37,463	39,055
11	37,214	38,703	40,348
Longevity	2,143	2,228	2,323
15	39,357	40,931	42,671
Longevity	1,489	1,549	1,614
20	40,846	42,480	44,285

Clerical Part-Time Employees (Hourly)

1	12.74	13.25	13.81
2	13.41	13.95	14.54
3	14.39	14.97	15.16
4	15.57	16.19	16.88
Substitute Typist Clerk:	10.84	11.27	11.75

Schedule B-4**Technology Aide:**

1	42,245	43,935	45,802
2	43,945	45,703	47,645
3	45,645	47,471	49,489
4	47,245	49,135	51,223
5	48,845	50,799	52,958
6	50,345	52,359	54,584
7	51,845	53,919	56,211
8	53,245	55,375	57,728
9	54,545	56,727	59,138
10	55,845	58,079	60,547

Cafeteria Cooks

1	13,941	14,499	15,115
2	14,464	15,043	15,682
3	15,003	15,603	16,266
4	15,489	16,109	16,794
5	16,061	16,703	17,413
6	16,590	17,254	17,987
7	17,129	17,814	18,571
8	17,679	18,386	19,167
9	18,181	18,908	19,712
10	18,775	19,526	20,356
11	19,309	20,081	20,934
Longevity	658	685	715
15	19,967	20,766	21,649
Longevity	1,000	1,000	1,000
20	20,967	21,766	22,649

Cashiers & Food Service Helpers (Hourly Rate)

1	11.48	11.94	12.45
2	11.71	12.18	12.70
3	12.38	12.88	13.43
4	12.74	13.25	10.14
Substitute Food Service Worker:	9.36	9.73	10.14