

TABLE OF CONTENTS

Preamble4

Article I
Recognition, Duration, No-Strike Pledge5

Article II
Working Schedules6

Article III
Overtime8

Article IV
Compensation9

Article V
Sick, Family, Personal and Other Leaves11

Article VI
Legal Holidays and Days Off14

Article VII
Vacations.....15

Article VIII
New York State Employees' Retirement
System Contributions.....17

Article IX
Health, Disability and Life Insurance18

Article X
Hiring, Promotions and Seniority21

Article XI
Dismissal of Non-Competitive and Labor
Class Personnel23

Article XII
Inservice Training24

Article XIII
Attire and Appearance25

Article XIV	
Physical Examinations.....	26
Article XV	
CSEA Rights.....	27
Article XVI	
Miscellaneous Matters.....	29
Article XVII	
Payroll Deductions.....	31
Article XVIII	
Grievance Procedure.....	32
Article XIX	
Savings Clause.....	34
Article XX	
Printing and Distribution.....	35

**Appendices
Salary Schedules**

A-1	Buildings and Grounds (Employees Hired Before May 21, 1998).....	36
A-2	School Lunch (Employees Hired Before May 21, 1998).....	37
A-3	Transportation (Employees Hired Before May 21, 1998).....	38
A-4	Audio Visual & Technical Support (Employees Hired Before May 21, 1998).....	39
A-5	Buildings and Grounds (Employees Hired On or After May 21, 1998)...	40
A-6	School Lunch (Employees Hired On or After May 21, 1998).....	41
A-7	Transportation (Employees Hired On or After May 21, 1998).....	42
A-8	Audio Visual & Technical Support (Employees Hired on or After May 21, 1998).....	43
B	Special Provisions for Bus Drivers.....	44
C	Pro-Rated Vacation Days.....	46
D	Attending Physician's Certification Employee to Return to Work.....	47

PREAMBLE

The Patchogue-Medford Union Free School District and the Civil Service Employees' Association, Inc., Suffolk Educational Local 870, Patchogue-Medford School District Full Time Operations Unit, recognize a common responsibility for the improvement of the quality of educational services provided to the students and community.

Both parties recognize that they can best attain their common objectives and discharge common responsibilities through mutual consultation and making mutually acceptable decisions in matters of common concern.

Therefore, this Agreement is made and entered into as of the first day of July 2005 by and between the Civil Service Employees' Association, Inc., Suffolk Educational Local 870, Patchogue-Medford School Full-Time Operations Unit (hereinafter referred to as the "CSEA") and the Patchogue-Medford Union Free School District, Town of Brookhaven, Suffolk County (hereinafter referred to as the "District").

ARTICLE I: RECOGNITION, DURATION NO-STRIKE PLEDGE

A. Recognition

The District recognizes the Civil Service Employees' Association, Inc., Suffolk Educational Local 870, Patchogue-Medford School Full-Time Operations Unit, for the purposes of negotiation, as the exclusive representative of the operations employees of the District.

B. Unit Members

This Agreement shall cover those employees who are regularly scheduled to work twenty (20) or more hours per week for a full year, which includes ten (10) and twelve (12) month employees (but not part-time employees).

The term "operations" includes mini and big bus drivers, senior cook, audio visual technician, micro computer repair technician, custodians, groundskeepers, head and chief custodians, custodial supervisor, maintenance mechanics, maintenance supervisor, night supervisor, office application specialist, technical support representative, network system specialist I, network system specialist II, senior systems technician, senior food service workers, and truck drivers, and any ten- or twelve-month employees working 20 hours or more per week in the Adult Education Program, Alternative High School Program, Before- and After-School Program, and Summer Enrichment Programs.

C. Rights

This recognition shall not impair the rights of any employee or group of employees under law or other applicable regulations which have precedence over this Agreement.

D. Duration of Recognition

The terms of this Agreement shall be five (5) fiscal years commencing **July 1, 2005, and continuing through June 30, 2010.**

E. Role of the Law

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

F. Obligation of Uninterrupted Operation

In the event that school is closed due to labor relation disputes between parties not covered by this Agreement, there shall be no change in present policy to personnel not directly involved in the aforementioned dispute and covered by this Agreement; and they, the employees herein, shall be guaranteed employment and the payment thereof. In the event that the schools remain open during a labor relations dispute, said personnel will have to report to work as usual in order to be paid their salary.

ARTICLE II: WORKING SCHEDULES

A. Workday

The basic workday shall be as follows:

Buildings and Grounds:

Eight (8) hours per day excluding lunch period.

School Lunch:

Eight (8) hours per day for senior cook including lunch period.

Senior Food Service Workers' workday schedules will be as follows excluding lunch:

Barton	-	7 ¼ hours per day
Bay	-	6 ¼ hours per day
Canaan	-	7 ¼ hours per day
Eagle	-	7 ¼ hours per day
Medford	-	6 ½ hours per day
River	-	6 ¼ hours per day
Tremont	-	6 ¼ hours per day
Oregon	-	7 ¼ hours per day
Saxton	-	7 ¼ hours per day
South Ocean	-	7 ¼ hours per day
High School	-	7 hours per day Central Kitchen
High School	-	7 ½ hours per day Satellite
Office	-	6 ½ hours per day

Due to the fact that the school lunch program is self-sustaining, these hours will be subject to change should there be budgetary constraints or elimination of a school lunch program or service.

B. Workweek

The normal workweek for all employees shall be Monday through Friday except for those employees who are hired for a different normal workweek.

C. School Closings

All unit members shall receive three (3) paid weather emergency days per year.

If the three (3) weather emergency days are not used for weather emergency, the three (3) days will be taken at a mutually agreed upon time by the Superintendent and the Union President.

Those employees who the Superintendent designates necessary employees must report to work when school is closed due to weather emergency, and they shall receive compensatory time as mutually agreed upon by the Superintendent and the employee. However, such compensatory time must be used by June 30th of that year.

ARTICLE II: WORKING SCHEDULES (continued)

C. School Closings (continued)

If school is closed for more than three (3) days due to weather emergency, all full-time employees shall report to work as usual. If an employee does not report to work on such days (unless specifically directed not to report by the immediate supervisor), one day's pay shall be deducted.

If school is closed for more than three (3) days due to weather emergency or other unusual circumstances, all hourly part-time employees who work twenty (20) or more hours will not be paid for that day.

D. Minimum Employment

1. Bus Drivers

Special provisions for bus drivers are attached as Appendix B.

2. Senior Food Service Workers

Senior food service workers shall be guaranteed at least one hundred eighty (180) days of work in accordance with their regular schedule. (See Schedule A – School Lunch)

E. Rest Periods

Employees who are scheduled to work continuously for at least three (3) morning hours will be entitled to a ten-minute "break" in the morning. Employees who are scheduled to work continuously for at least three (3) afternoon hours will be entitled to a ten-minute "break" in the afternoon. Custodial workers on the late shifts shall be entitled to similar breaks during each four-hour period.

F. Differentiated Schedules

Subject to the provision of Section C of this Article, the scheduling of the work of any member of the operations unit shall be at the discretion of the District and dependent upon the times when such services are needed by the District. It is assumed that the operations employees with similar duties (i.e., custodial workers) will not necessarily work on the same schedules.

Employees hired after **July 1, 1982**, may be assigned to work a differentiated workweek which will include Saturdays, providing the hiring is for new programs which do not currently exist. Only new employees will fill these positions. Overtime currently available to employees due to regular existing functions, programs or athletic activities will not be affected by said differentiated workweek.

ARTICLE III: OVERTIME

A. Extended Workdays and Workweeks

All employees shall receive additional compensation for all hours worked in excess of eight (8) hours in any single day and for all hours worked in excess of forty (40) hours in any single week at a rate of one and one-half (1 ½) times their regular rate of pay.

Full-time employees shall receive additional compensation for all hours worked on Saturdays at a rate of one and one-half (1 ½) times their regular rate of pay (except for those employees assigned on a differentiated work schedule as provided in Article II, Section F).

Full-time employees shall receive additional compensation for all hours worked on Sundays at a rate of two (2) times their regular rate of pay (except for those employees assigned a differentiated work schedule as provided in Article II, Section F).

B. Special Holidays

Full-time employees who are required to work when school is closed during the sixteen (16) CSEA holidays shall receive a regular full-day salary plus additional compensation for actual hours worked at a rate of one and one-half (1 ½) times their regular rate of pay. Special provisions for bus drivers are attached as Appendix B.

C. Senior Food Service Workers

Senior food service workers shall be guaranteed a minimum of three (3) hours working time for each occasion on which they have been directed to report for work.

D. Emergency Calls and Building Checks

All employees who are called to duty due to emergency situations which occur outside their regular working hours shall be paid at the prevailing overtime rate of pay for all hours worked, and in such situations shall be given the opportunity to work a minimum of four (4) hours. If the employee declines such opportunity, or otherwise actually works less than four (4) hours, he/she shall be paid for the amount of time actually worked.

Full-time employees who are required to conduct building and/or safety checks, shall receive additional compensation at the rate of one and one-half (1 ½) times their regular rate of pay. Such a check shall be compensated at two (2) hours for small school buildings (all elementary schools) and at three (3) hours for larger buildings (three middle schools and the high school). This provision for building checks supersedes prevailing pay rates mentioned in other sections of this contract.

ARTICLE IV: COMPENSATION

The compensation scales of the five (5) year duration of this contract are set forth in Appendix A and shall become effective on July 1st of each fiscal year as follows:

2005-2006	--	4% over 2004-2005 scheduled salary
2006-2007	--	4% over 2005-2006 scheduled salary
2007-2008	--	4% over 2006-2007 scheduled salary
2008-2009	--	4% over 2007-2008 scheduled salary
2009-2010	--	4% over 2008-2009 scheduled salary.

A. Entry Salaries

1. New Employees

All employees hired **before May 21, 1998**, will be paid in accordance with the starting salaries listed in Appendix A-1, A-2, A-3, and A-4. All employees hired **on or after May 21, 1998**, will be paid in accordance with the starting salaries listed in Appendix A-5, A-6, A-7, and A-8. New hires will receive the percentage increase received by incumbent employees in each year of this Agreement.

Incumbent employees hired prior to July 1, 1997, who are appointed to another title in the bargaining unit will not be considered new hires under this Agreement. Such employees will receive credit for their prior service in the district on the applicable salary in their new title. The salary schedule for new hires, those employees hired on or after July 1, 1997, who are appointed to another title in the bargaining unit, will be paid according to the salary schedule for new hires and not according to the salary schedule for incumbent employees.

2. Promotion – Competitive Employees and Non-Competitive

Employees will receive the full difference in scale for competitive and non-competitive promotions beginning with the appointment date.

B. Differential

1. Senior cook works the student calendar plus one (1) week prior to the opening of school and one (1) week following the close of school. Earned vacation days are to be used during school closings and during July and August. Vacation days are scheduled upon the recommendation of the school lunch manager with the approval of the Superintendent of Schools.

ARTICLE IV: COMPENSATION (continued)

B. Differential (continued)

2. **Night Differentials**

Employees shall be paid a differential of ten percent (10%) of their regular rate for all hours worked between 6 p.m. and the following 6 a.m., and for all hours worked on a regular eight- (8) hour shift that starts after 3 p.m. This rate shall not apply to employees hired after July 1, 1982, who are assigned to differentiated schedules as described in Article II, Section F.

C. Temporary Assignments

An employee temporarily assigned to a position in a higher pay grade shall receive the appropriate pay for that position for the times that such work is performed.

D. Longevity

Full-time employees in the:

6 th , 7 th , 8 th , 9 th , and 10 th year of continuous employment, the employee will receive a payment of	\$1,000
11 th , 12 th , 13 th , 14 th , 15 th year of continuous employment, the employee will receive a payment of	\$1,750
16 th , 17 th , 18 th , 19 th , 20 th year of continuous employment, the employee will receive a payment of	\$2,600
21 st year and thereafter of continuous employment, the employee will receive a payment of	\$3,200

distributed equally throughout the fiscal year.

Hourly, full-time employees in the:

6 th , 7 th , 8 th , 9 th , and 10 th year of continuous employment, the employee will receive an additional	\$0.20 per hour
11 th , 12 th , 13 th , 14 th , 15 th year of continuous employment, the employee will receive an additional	\$0.30 per hour
16 th , 17 th , 18 th , 19 th , 20 th year of continuous employment, the employee will receive an additional	\$0.50 per hour
21 st year and thereafter of continuous employment, will receive an additional	\$0.70 per hour

on their hourly rate.

To provide for all employees with twenty-one (21) plus years of service to have longevity included in their base salary.

ARTICLE V: SICK, FAMILY, PERSONAL AND OTHER LEAVES

A. Sick Leave Allowances

Employees with one (1) or more years of continuous service in the District on the effective date of this Agreement shall be granted annual sick time of twelve (12) days. Sick leave may be accumulated up to two hundred (200) days. Employees with less than one (1) year of continuous service on the effective date of this Agreement or who are hired during the school year shall be eligible for one (1) day of sick leave after each month of service to a maximum of eleven (11) days.

B. Doctor's Certificate

Employees will be required to furnish a doctor's certificate (Appendix D) for an illness lasting three (3) or more days.

C. Family and Personal Days

An additional allowance of five (5) days shall be made annually for religious holidays,* illness or death in the employee's immediate family, or for days lost by court subpoena, or by physical examination for military service, except that two (2) days of the five (5) may be used for bona fide personal business reasons.

Unused family and personal days may be accumulated as sick days under Section A of this Article V.

Legitimate Reasons for Taking Personal Days:

1. Consultation with lawyers
2. Financial business
3. Important educational ceremonies
4. Instances beyond the control of the person involved (accident, disaster)
5. Marriage in the immediate family
6. Moving own family

Reasons for Which Personal Days will not be Allowed:

1. Recreation
2. Substitution of personal days for sick days
3. Shopping
4. Trips

*Religious holidays shall be the religious holidays as approved by The New York State Education Department.

ARTICLE V: SICK, FAMILY, PERSONAL AND OTHER LEAVES (continued)

C. Family and Personal Days (continued)

The employee will fill out a checklist (which can be obtained in the school office) stating the reason for the personal day. Personal leave must be approved forty-eight (48) hours in advance. The only exception is circumstances beyond the control of the employee.

The term "immediate family" as used above is defined as meaning spouse, son, daughter, brother, sister, father, mother, father-in-law, mother-in-law, daughter-in-law, son-in-law, and stepmother or stepfather.

D. Extension of Sick Leave

The District may grant additional sick, family or personal days to any employee who is absent for a period greater than the employee's unused sick, family and personal days due to unusual circumstances; however, this will be solely at the discretion of the District.

E. Ten-Month Employees

1. Sick, family, personal, and other leaves for ten-month employees whose weekly work schedule is more than twenty (20) hours, will be prorated in accordance with A, B, and C above.
2. Accrued benefits shall not be diminished due to the involuntary reduction of hours of work. This does not affect rights, if any, to future benefits.

F. Child Care

An employee must notify the Superintendent of Schools, either directly or through the immediate administrative authority, of pregnancy as soon as the condition has been confirmed by a physician.

Said employee may remain in the employ of the District as long as the District receives a letter from a physician advising the District that the employee is fit to continue employment and may remain in the position until such time as either the employee or the physician advises the District that the employee is not physically able to work.

The employee shall advise the District in writing on a form provided by the District the date the leave will commence and the date the leave will terminate. Child-care leaves shall terminate no later than the first day of responsibility for the staff member prior to the beginning of the second fiscal year following the start of the child-care leave.

ARTICLE V: SICK, FAMILY, PERSONAL AND OTHER LEAVES (continued)

G. Other Leaves

An employee may formally request a leave-of-absence by submitting a letter to the Office of Human Resources. The employee shall indicate the reason or reasons why the leave-of-absence is being requested and shall include the recommendation of the immediate supervisor. If the request is approved, the leave shall be limited to a maximum period of six (6) months, unless otherwise provided. Leaves of this nature will be without pay and other benefits, but will not result in loss of seniority or job classification. Rule XIX, Paragraph 3 of the Suffolk County Civil Service Rules and Section 243 of the Military Law of New York State shall apply.

H. Jury Duty

1. Employees must notify their immediate supervisors within two (2) working days of receipt of jury notice.
2. Employees shall be given time off with pay for the purpose of performing required jury duty, provided that such leave is requested immediately upon receipt of notice of jury duty, and approved by the superintendent of schools. The District shall have the opportunity to seek adjournment for jury duty.
3. Employees who are on approved "jury duty leave" will receive their salary at the annual rate or hourly rate. Any and all per diem pay received for this duty must be turned over to the District (payroll office) within five (5) working days after the payment is received by the employee. Travel and meal payments may be retained by the employee.

I. Compensation for Unused Sick Days

Career-end compensation for unused sick days will be paid only to employees who draw compensation from the New York State Employees' Retirement System upon retirement from service in the District. In such a case, the employee shall be paid a sum of money equal to the daily rate of pay for the year in which the employee retires multiplied by forty-three (43%) percent of the number of the employee's unused accumulated sick days at the time of retirement. When an employee retires effective prior to January 1, in a school year, the daily rate of pay shall be based upon the wage to which the employee was entitled for the school year immediately preceding the effective date of retirement. Persons hired after August 2, 1988, must be members of the New York State Employees' Retirement System to qualify for this benefit.

ARTICLE VI: LEGAL HOLIDAYS AND DAYS OFF

- A. There shall be sixteen (16) holidays or days off each fiscal year for all full-time employees. These days shall include the following legal holidays when they fall on a regular workday:
1. Independence Day
 2. Labor Day
 3. Thanksgiving Day
 4. Christmas Day
 5. New Year's Day
 6. Memorial Day
- B. The schedule of "days off" covered by this Article shall be shared with the CSEA President immediately after the adoption of the school calendar. Said schedules shall be distributed to all operational personnel. Holidays and days off will be scheduled so as not to interfere or impede the normal operation of the District.
- C. Bus drivers shall be entitled to nine (9) paid holidays during the period September 1 to June 30. The holidays shall include Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, President's Day, Good Friday, and Memorial Day. If in any given school year classes are in session on President's Day, then this day would be a regular workday. In such years, employees would receive an alternate paid holiday, a date which would be mutually agreed upon by the Superintendent of Schools and the unit President.
- D. All senior food service workers who work between six (6) and seven and one-half (7 ½) hours per day will be entitled to six (6) paid holidays which shall include Thanksgiving Day, Christmas Day and New Year's Day.
- E. Refer to Article III, B for special pay rates on holidays.

ARTICLE VII: VACATIONS

A. Twelve-Month Employees

All twelve-month employees are entitled to vacation in accordance with the following schedule:

1. Two (2) weeks after one (1) year of service.
2. Three (3) weeks after five (5) years of service.
3. Four (4) weeks after ten (10) years of service.
4. Five (5) weeks after twenty (20) years of service.

B. Custodial Staff and Maintenance Staff

Except for a skeleton staff, custodial and maintenance employees must take two (2) weeks of their vacation in a two- (2) week period July and August to be designated by the District. Custodial and maintenance employees who are entitled to more than two (2) weeks vacation may schedule the excess only with the approval of the Facilities Administrator.

Employees will receive their vacation pay in advance of their vacation if they request it in writing two (2) weeks prior to their vacation period.

C. Accumulation of Vacation Time

Employees who are entitled to more than two (2) weeks vacation may accumulate that portion of vacation time which is in excess of two (2) weeks for a period not exceeding two (2) years.

D. Incapacitation During Vacation

An employee who is incapacitated by illness or injury during vacation may, after returning from scheduled vacation, report such fact, have such sick time charged to any unused sick leave to which the employee may be entitled and may thereafter take the unused portion of vacation at a mutually convenient time. Employees will be required to furnish a doctor's certificate (Appendix D) for an illness lasting three (3) or more days. The exchange of vacation to sick time will only occur after three (3) or more days with a physician's note.

E. Termination of Employment

Where an employee terminates service, the employee will receive payment for vacation days which have been earned and not used.

ARTICLE VII: VACATIONS (continued)

F. Death of Employee

In case of death, the estate will receive payment for vacation days which have been earned and not used.

G. Ten-Month Employees

Ten-month employees who regularly work more than twenty (20) hours each week will receive a paid vacation of five (5) days to be taken at such time and in segments as the District designates. They will receive ten (10) days paid vacation after fifteen (15) years of service.

ARTICLE VIII: NEW YORK STATE EMPLOYEES'
RETIREMENT SYSTEM CONTRIBUTIONS

- A. The District will make the necessary contributions to the New York State Employees' Retirement System under Section 75(G) of the New York State Retirement and Social Security Law.
- B. Persons employed prior to July 1976 and who are in Tier I and Tier II shall have retirement benefits under Subsection (l).
- C. The military buyback shall be made effective as permitted by law during the term of this contract.

ARTICLE IX: HEALTH, DISABILITY AND LIFE INSURANCE

A. Health Insurance

The District shall contribute to the premiums for the Empire Plan for those employees who are regularly assigned to work a minimum of twenty (20) hours per week and who elect to participate in said plan on the basis of individual or individual and dependent.

1. The maximum entitlement for full-time employees hired on or after June 20, 1995, shall be paid individual coverage only. Such employees will pay seven (7%) of the difference between individual health insurance coverage and family health insurance coverage plan if they so desire the additional coverage.

The District shall offer health insurance coverage for domestic partners who qualify pursuant to the rules and regulations for domestic partners under NYSHIP.

The employees hired prior to **June 20, 1995**, will continue to receive health insurance coverage (unless waived) for individual or family plans fully paid for by the District.

2. If the District seeks to go into a different plan, the parties shall negotiate the entitlement for those employees hired on or after June 18, 1995.
3. If the District seeks to go into a different plan, the employees hired on or before June 18, 1995, shall have one hundred percent (100%) District-paid premiums for either individual and/or family coverage under the new plan.

Employees will be permitted to buy back health insurance benefits under a procedure which has applied in the District for many years. The minimum amount to be paid for a buyback shall be \$1,000 for individual coverage and \$1,250 for family coverage annually. This amount may be adjusted upward from time to time by the Board of Education. Employees who wish to take advantage of the buyback health insurance provision shall notify the District in writing of their interest. Certain regulations of the health insurance carrier will prevail should an employee wish to retract the buyback proviso.

The District agrees to make one hundred percent (100%) payment of premiums for employees who retire receiving full retirement benefits from the New York State Employees' Retirement System. This coverage will be either a family plan or an individual plan dependent upon the status of coverage provided on the last day of employment. Eligibility for such payment is subject to the following stipulations:

1. The employee has had at least ten (10) years of full-time employment with the District;
2. The employee has satisfied all of the qualifications for retirement as established by the New York State Employees' Retirement System;

ARTICLE IX: HEALTH, DISABILITY AND LIFE INSURANCE (continued)

A. Health Insurance (continued)

3. The employee satisfies all of the regulations and qualifications of the health insurance plan.

This provision shall be declared nullified should the employee leave the employment of the District prior to being declared a full-time retired employee by the New York State Employees' Retirement System or should the employee cease to maintain eligibility for retirement benefits as ascertained by the New York State Employees' Retirement System.

Employees who vest for retirement benefits within five (5) years or less of their date of eligibility to receive full retirement benefits, may receive health insurance coverage during retirement provided that they maintain continuous coverage as an enrollee during the vested period and provided that they have completed at least ten (10) years of full-time employment with the District prior to vesting. The payment of premiums will be the responsibility of the vestee.

B. Disability Insurance

The District shall provide all operational employees who have more than six (6) months of continuous service coverage under the New York State Disability Insurance Law at no cost to such employees. Payment shall be increased to a maximum benefit allowable under New York State law.

C. Group Life Insurance

The District will pay fifty percent (50%) of the monthly premium for group life insurance, in the amount of \$10,000 for each operational employee who has more than six (6) months of continuous service, and who elects to participate. The District will pay the entire monthly premium on such life insurance for each eligible employee who has enrolled in the plan and has contributed fifty percent (50%) of the premium for a period of thirty-six (36) consecutive months.

D. Workers' Compensation

When absence is the result of injury incurred while in the performance of duty, cumulative sick leave shall be credited to the extent that reimbursement is received from the Workers' Compensation Board by the District.

E. Dental and Vision Insurance

The District shall provide a sum of money equal to that given annually to each member of the Patchogue-Medford Congress of Teachers (PMCT) unit as the District's contribution towards a dental plan. The particulars of the insurance program shall be agreed upon by the President of the CSEA and the Superintendent of Schools. After the particulars have been agreed upon and an insurance carrier selected, in the event the District seeks to replace the said carrier with another carrier, it may do so only after the same or equal

ARTICLE IX: HEALTH, DISABILITY AND LIFE INSURANCE (continued)

E. Dental and Vision Insurance (continued)

benefits are provided by the new insurance carrier. However, before any replacement of the insurance carrier is made, the Superintendent of Schools shall consult with the CSEA concerning the reason or reasons for the replacement of the carrier and the specific benefits that will be provided by the new insurance carrier.

The District agrees, at no cost to the School District, to provide payroll deduction for an employee choosing family dental/vision. The amount to be paid by the employee is the difference between the cost of family and individual coverage. The District shall enroll in the CSEA Equinox Dental Plan and the Gold Vision Plan.

ARTICLE X: HIRING, PROMOTIONS AND SENIORITY

A. Informing Employees

When any position becomes available, the information pertaining to it will be furnished to the President of the CSEA.

B. Application for Positions

1. All qualified employees shall be given adequate opportunity to make written application for such position. If, in the opinion of the Superintendent of Schools, the overall qualifications of the applicants are substantially equal, preference shall be given to qualified senior employees of the District.
2. The method of applying for a promotion to a vacant position within the District shall be by letter of application addressed to the Human Resources Office.
3. In filling a vacancy that occurs when a permanent employee resigns or is terminated, the District will make a good faith effort to hire another permanent employee.

C. Establishment of New Positions

Any new position to be recommended will be addressed through the Labor Management meeting process.

D. Promotional Opportunities

Promotional opportunities to be made on the basis of work record, evaluations, and performance during the interview. Seniority will be considered when all other factors are equal.

E. Civil Service Tests

Employees shall be given time off without loss of pay to take Civil Service tests for positions in the District.

F. Seniority

1. An employee's seniority shall commence on the effective date of the Board of Education appointment.
2. Seniority, measured by length of time in employment in the District, as a full-time employee shall prevail in choice of vacations. The selection of employees for promotions and transfers shall be based on work record, evaluations, and performance during the interviews. Only the Superintendent will make a recommendation for employment to the Board of Education.

ARTICLE X: HIRING, PROMOTIONS AND SENIORITY (continued)

F. Seniority (continued)

3. Seniority measured by the length of time in the job classification, shall prevail on layoffs except that the CSEA chapter president shall be the last employee to be laid off in the president's classification in non-competitive or labor class positions. All other Civil Service rules and regulations will apply to competitive class positions regarding layoffs, bump and retreat rights.
4. Length of service when being calculated for longevity purposes will be determined by the initial date of permanent hire to the District.

**ARTICLE XI: DISMISSAL OF NON-COMPETITIVE
AND LABOR CLASS PERSONNEL**

A dismissed employee not covered by Section 75 of the Civil Service Law and employed by the District for one (1) year may, by written request signed by the employee, obtain a written statement explaining the reason or reasons for dismissal. The dismissal shall be subject to review, upon written request of either party, by appropriate representatives of the District, such as the supervisor and the Superintendent of Schools. The employee may request in writing a meeting with the Superintendent of Schools or the School Superintendent's designee after receiving the written statement for the dismissal. At this meeting, the employee may be accompanied by the CSEA officers or representatives. The sequence of review shall be in the order listed and each reviewing party shall have the right to modify or reverse the decision of the prior reviewing party. The final determination shall be solely at the discretion of the Superintendent of Schools.

Any employee with five (5) or more years of service with the school district is entitled to a Section 75 hearing.

ARTICLE XII: INSERVICE TRAINING

A. New Employee Requirements

All new full-time employees may be required to spend up to ten (10) clock hours without pay during their first year of employment attending such job-related training courses, conferences, institutes and/or programs that the District may designate.

B. District-Required Training

Except in the circumstances set forth in Section A of this Article XII, employees who attend school at the request of the District shall be paid their regular rate of pay for the time spent attending class. Such time shall not be counted as hours worked for purposes of overtime, night differential, or any other form of premium pay under the provisions of this Agreement.

Each member will receive five (5) hours of training per year outside the workday without additional compensation. These training sessions will be scheduled Monday through Thursday, during non-holiday periods in blocks of time not less than one hour.

ARTICLE XIII: ATTIRE AND APPEARANCE

A. Personal Appearance

Each employee will be required to give careful attention to personal appearance and attire. Each school lunch employee voluntarily agrees to standardized attire.

B. Identification Card

Each employee will be given a suitable identification badge by the District which must be worn on the front of the employee's shirt, jacket or dress.

C. Foul Weather Gear

Maintenance, custodians and groundskeepers will be provided with adequate foul weather gear when performing assigned outdoor work.

D. Uniforms

The District will supply two (2) uniforms per year for all school lunch, maintenance, custodians, groundskeepers, driver messengers, and bus drivers. Upon termination of employment for any reason, the employee will return all uniforms to the District.

ARTICLE XIV: PHYSICAL EXAMINATIONS

A. Pre-employment Requirements

Each employee hired for a position in the Patchogue-Medford School District shall be expected to have a physical examination before employment begins. This examination will be at the employee's expense by the employee's physician or at District expense by a school physician.

B. Annual Physical

School lunch employees and bus drivers will be expected to have an annual physical examination thereafter with such exams spaced not more than twelve (12) months apart at the District's expense when given by a school physician or at personal expense when given by the employee's physician.

C. District-Required Physician

An employee whose physical condition or level of illness-absenteeism is such, in the opinion of school authorities, as to seriously interfere with service to the school system or to jeopardize the health or safety of pupils or other staff may be required to have a special physical examination by a physician appointed by the school system within thirty (30) days of such request. When, after reviewing the report of such an examination, school authorities decide that either resignation, application for personal leave, or application for retirement is in the best interest of the school system, such employee will be expected to comply with this recommendation.

ARTICLE XV: CSEA RIGHTS

A. Change of Policy

1. The President of the CSEA will be notified of any change in policy concerning salaries, hours of work, benefits, and assignments which will affect members of the unit and of any additions to personnel.
2. Any change in school policy relative to employees' working condition (i.e. new titles, transfers, promotions, layoffs, evaluations, work schedules, etc.) must first be discussed with CSEA representation. After said discussions, a change in school policy shall be at the sole discretion of the District.

An employee who drives a district vehicle who is convicted of driving while intoxicated or driving while impaired will be subject to dismissal after a hearing before the Superintendent or designee.

B. CSEA Meetings

On no more than six (6) days in any school year, such days to be jointly agreed upon each year after the adoption of the school calendar, the District will permit employees to leave their work for one-half (1/2) hour before quitting time or to report to work one-half (1/2) hour after reporting time when it is necessary to enable the employee to attend a CSEA meeting.

C. CSEA President

The President of the CSEA shall be excused from work without loss of pay whenever it is necessary to engage in such activities as are involved in the normal administration of this collective bargaining Agreement, including the investigation of a complaint or grievance that requires observation of actual working conditions, and participating in grievance that requires observation of actual working conditions, and participating in grievance discussions under the grievance procedure. Such time off shall not exceed four (4) hours on any one (1) day or exceed a total of eighty (80) hours in any contract year. The President of the CSEA shall also be excused from work without loss of pay for two (2) days each school year to enable the CSEA President to attend a CSEA convention.

D. Dissemination of CSEA Information

1. The District shall provide the CSEA, on a non-exclusive basis, work space necessary for the functioning of the Association. It shall also provide bulletin board space in each building on which the CSEA may post notices of its activities and other matters of Association concern.
2. The CSEA shall be permitted to use the interschool mail service and support staff mailboxes for communications to the employees it represents.

ARTICLE XV: CSEA RIGHTS (continued)

E. Use of Building Equipment

The Association shall have the right to use school buildings, facilities, and equipment, pursuant to existing practices and policies, provided that such use shall not interfere with the regular school program. Consumable supplies must be furnished by the Association.

F. Copy of Contract

All new employees shall be issued a copy of the contract upon beginning employment by the District.

ARTICLE XVI: MISCELLANEOUS MATTERS

A. Personnel File

Each employee shall have the right, upon request and by appointment, to review in the presence of an administrator the contents of the employee's own personnel file as maintained by the District, excluding reference information supplied by former employers or other sources. An employee may have such file reviewed by a third party if such employee signs a written waiver and consent thereto.

B. First Aid Kit

The chief or head custodian in each building will be provided with a suitable first aid kit for use in emergencies when the school nurse is not available.

C. Locker Facilities

Insofar as is practicable, the District will provide locker facilities for all custodians, maintenance persons, school lunch personnel and bus drivers.

D. Use of District Vehicles

1. The District will not require any employee to drive any vehicle it knows does not meet the safety requirements set forth in the New York State Vehicle and Traffic Law.
2. Personnel may not be required to use their own car or truck for school business.
3. Employees will not be paid for time consumed driving school district vehicles to and from their residences.

Furthermore, the District will establish rules and time allowances for fueling and cleaning vehicles. The District may, at its discretion, require that all vehicles be stored on school properties and that employees provide their own transportation to and from job sites.

E. Unsafe Conditions

1. It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards in all departments. Any unsafe conditions observed must be immediately reported in writing to the employee's supervisor.
2. The District will furnish a means of communication, such as walkie-talkies, so that any custodial or maintenance employee who is required to work alone in a building or area, will have communication with a person or persons within the immediate area. Employee safety and protection will be the sole purpose for use of this means of communication.

ARTICLE XVI: MISCELLANEOUS MATTERS (continued)

F. Mileage Requirement

Reimbursement for use of private cars for authorized school business or for transportation to approved educational meetings will be made at the rate set by the Board of Education at the organizational meeting held in July of each year. Claims for reimbursement shall be made on forms provided by the District and submitted to the business office on a monthly basis.

Claims for reimbursement must be made during the fiscal year in which mileage is recorded. Claims for the month of June may be filed through July 31 of the next fiscal year.

ARTICLE XVII: PAYROLL DEDUCTIONS

A. CSEA Dues

1. The District agrees to deduct from each biweekly paycheck a portion of the employee's annual CSEA membership dues and/or annual premium for life insurance and/or accident and sickness insurance and/or automobile insurance and/or homeowner's insurance under the group plan that the CSEA provides for its members and to transmit the same promptly to CSEA.
2. The District does hereby agree that no later than thirty (30) days after the effective date of employment, each employee who is not a member of the Union will pay to the negotiating agent 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 membership in the Association on the same terms and conditions that are available to every other member of the Unit. The service charge shall be an amount equal to the Association's regular, monthly dues to each month and the District shall deduct such fees in the same manner that membership dues are deducted (a.k.a. Agency Shop Fee).
3. The Association shall supply the District with a list of names on non-members at least fifteen (15) days prior to the deduction of any agency fee.
4. Each employee for whom the agency fee is deducted shall be advised by the CSEA as to what portion of the service charge, if any, is returnable in accordance with the law.

B. Other Deductions

Employees may have the privilege of payroll deductions for United States Savings Bonds, New York State Employees' Retirement System Loan Payments, Teachers' Federal Credit Union and tax-sheltered annuities.

Employees who are hired on or after **June 20, 1995**, and who wish to acquire a family health insurance plan, will be allowed to have payroll deductions for health insurance.

C. IRS 125 Flex Plan

The District will offer employees as of September 1, 1995, a "Flex Plan" pursuant to IRS 125, which allows employees to set aside income to be used for medical and certain costs during the year.

ARTICLE XVIII: GRIEVANCE PROCEDURE

- A. The term “grievances” as used in this Article shall mean any dispute concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist thereunder.
- B. All grievances of employees shall be processed in accordance with the following procedure listed below. In applying time limits, Saturdays, Sundays, and holidays shall not count as “days.”

1. Level I

The aggrieved employee, either directly or through the CSEA grievance representative, shall present the employee’s grievance to the employee’s immediate supervisor within fifteen (15) days from the date when the act or condition that is the basis of the grievance occurred. The supervisor shall orally and informally discuss the grievance with the aggrieved employee and shall orally render a determination to the aggrieved employee within two (2) days after the grievance has been presented to the supervisor.

2. Level II

If the employee is not satisfied with the decision at Level I, then within two (2) days after the decision at Level I is received, the employee or a CSEA representative may file the grievance in writing with the administrator in charge of the school building to which the aggrieved employee is assigned, except that if the aggrieved employee is assigned to the maintenance department, the written grievance must be filed with the Facilities Administrator; if the aggrieved employee is assigned to the central kitchen, the written grievance must be filed with the school lunch manager; and if the aggrieved employee is a bus driver, the written grievance must be filed with the transportation supervisor. Such grievance must be answered in writing within ten (10) days after it is received at Level II.

3. Level III

If the aggrieved employee is not satisfied with the decision at Level II, the employee or the CSEA representative may file the written grievance with the Superintendent of Schools within five (5) days after receiving the decision at Level II.

The Superintendent of Schools or the School Superintendent’s designated representative shall promptly arrange a meeting with the aggrieved employee and the CSEA representative to discuss the grievance. Within ten (10) days after such meeting, the Superintendent of Schools or the School Superintendent’s designated representative shall render a written decision with respect to the grievance and deliver it to the aggrieved employee and the CSEA representative.

ARTICLE XVIII: GRIEVANCE PROCEDURE (continued)

4. Level IV

If the aggrieved employee and the CSEA are not satisfied with the decision at Level III, the CSEA may request arbitration by giving the Superintendent of Schools written notice. Within ten (10) days after the Superintendent of Schools receives such written notice, representatives of the District and CSEA shall meet to designate a mutually acceptable arbitrator. If the parties cannot agree on the selection of the arbitrator, then either party may request the American Arbitration Association to designate an arbitrator in accordance with its rules. The arbitrator's fees and expenses and all charges rendered by the American Arbitration Association for its services shall be shared equally by the District and the CSEA.

The arbitrator shall limit decisions strictly to the application and interpretation of the provisions of this Agreement and the arbitrator shall be without power or authority to make any decisions contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law. The decisions of the arbitrator shall be advisory only and shall not be binding on either party.

ARTICLE XIX: SAVINGS CLAUSE

If any provision of this Agreement is or shall become contrary to law, then such provision shall be deemed deleted from this Agreement, but all other provisions shall continue in full force and effect.


The provisions of the negotiated Agreement will be enforced as written. The District will no longer honor non-negotiated practices involving vacation compensation, use of District vehicles, overtime for holidays, or any other practices which are not specifically stated in the text of this negotiated Agreement.


ARTICLE XX: PRINTING AND DISTRIBUTION

- A. The District shall make printed copies of this Agreement available for distribution as soon as possible after it is executed by the parties.
- B. The expense of printing of copies of this Agreement shall be paid by the District. Distribution of printed copies of the Agreement will be the responsibility of the CSEA.

Civil Service Employees' Association
Patchogue-Medford School District
Full-Time Operations Unit

Patchogue-Medford Union Free
School District

By: 
Robert Dan Burt
President

By: 
Michael H. Mostow
Superintendent of Schools

Dated: 8/26/05

Dated: 8-26-05

By: 
Stephanie Engster
Collective Bargaining Specialist
Civil Service Employees' Association

Dated: 9/28/05

**APPENDIX A-1
SALARY SCHEDULE**

BUILDINGS AND GROUNDS

FOR EMPLOYEES HIRED BEFORE MAY 21, 1998

POSITION TITLE	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010
Custodian	\$42,324 \$41,554	\$44,017 \$43,216	\$45,777 \$44,945	\$47,609 \$46,743	\$49,513 \$48,613
Head Custodian	\$55,099	\$57,303	\$59,595	\$61,979	\$64,458
Chief Custodian (Barton & Middle Schools)	\$56,638	\$58,904	\$61,260	\$63,710	\$66,259
Chief Custodian (HS)	\$70,000	\$72,800	\$75,712	\$78,740	\$81,890
Custodial Supervisor	\$70,271	\$73,082	\$76,005	\$79,045	\$82,207
Groundskeeper	\$47,372	\$49,267	\$51,238	\$53,288	\$55,420
Maintenance Mechanic II	\$54,637	\$56,823	\$59,096	\$61,460	\$63,918
Maintenance Supervisor	\$70,271	\$73,082	\$76,005	\$79,045	\$82,207
Night Supervisor	\$52,175	\$54,262	\$56,432	\$58,689	\$61,037

**APPENDIX A-2
SALARY SCHEDULE**

SCHOOL LUNCH

FOR EMPLOYEES HIRED BEFORE MAY 21, 1998

POSITION TITLE	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010
Senior Food Service Worker	\$17.76	\$18.47	\$19.21	\$19.98	\$20.78
Senior Cook*	\$49,687	\$51,675	\$53,742	\$55,891	\$58,127
*Includes one week prior and one week following school openings and closings.					

**APPENDIX A-3
SALARY SCHEDULE**

TRANSPORTATION

FOR EMPLOYEES HIRED BEFORE MAY 21, 1998

POSITION TITLE	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010
Mini Bus Driver	\$16.23	\$16.88	\$17.56	\$18.26	\$18.99
60, 65, or 66 Big Bus Driver	\$18.58	\$19.33	\$20.10	\$20.91	\$21.74
Truck Driver	\$48,482	\$50,421	\$52,438	\$54,535	\$56,717

**APPENDIX A-4
SALARY SCHEDULE**

**AUDIO VISUAL & TECHNICAL SUPPORT
FOR EMPLOYEES HIRED BEFORE MAY 21, 1998**

POSITION TITLE	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010
Audio Visual Technician	\$54,637	\$56,823	\$59,096	\$61,460	\$63,918
Technical Support Representative	\$39,026	\$40,587	\$42,210	\$43,898	\$45,654
Office Applications Specialist	\$41,758	\$43,428	\$45,166	\$46,972	\$48,851
Network & Systems Specialist I	\$51,414	\$53,471	\$55,610	\$57,834	\$60,147
Network & Systems Specialist II	\$55,013	\$57,214	\$59,503	\$61,883	\$64,358
Senior Systems Technician	\$76,050	\$79,092	\$82,256	\$85,546	\$88,968
Micro Computer Repair Technician	\$38,253	\$39,783	\$41,374	\$43,029	\$44,750

**APPENDIX A-5
SALARY SCHEDULE**

**BUILDINGS AND GROUNDS
FOR EMPLOYEES HIRED ON OR AFTER MAY 21, 1998**

POSITION TITLE	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010
Custodian	\$36,310	\$37,762	\$39,272	\$40,843	\$42,477
	\$35,597	\$37,021	\$38,502	\$40,042	\$41,644
	\$34,560	\$35,943	\$37,380	\$38,876	\$40,431
	\$33,555	\$34,897	\$36,293	\$37,744	\$39,254
Head Custodian	\$48,145	\$50,071	\$52,073	\$54,156	\$56,323
	\$47,201	\$49,089	\$51,053	\$53,095	\$55,219
	\$45,827	\$47,660	\$49,566	\$51,549	\$53,611
	\$44,491	\$46,271	\$48,122	\$50,047	\$52,048
Chief Custodian (Barton and Middle Schools)	\$49,489	\$51,469	\$53,528	\$55,669	\$57,896
	\$48,519	\$50,460	\$52,478	\$54,577	\$56,761
	\$47,107	\$48,991	\$50,951	\$52,989	\$55,108
	\$45,734	\$47,564	\$49,466	\$51,445	\$53,503
Chief Custodian (HS)	\$62,560	\$65,062	\$67,664	\$70,371	\$73,186
	\$61,550	\$64,012	\$66,572	\$69,235	\$72,004
	\$60,078	\$62,481	\$64,980	\$67,579	\$70,282
	\$58,650	\$60,996	\$63,436	\$65,973	\$68,612
Custodial Supervisor	\$62,714	\$65,223	\$67,832	\$70,545	\$73,367
	\$61,688	\$64,155	\$66,721	\$69,390	\$72,166
	\$60,194	\$62,602	\$65,106	\$67,710	\$70,419
	\$58,743	\$61,093	\$63,537	\$66,078	\$68,721
Groundskeeper	\$41,393	\$43,049	\$44,771	\$46,562	\$48,424
	\$40,581	\$42,204	\$43,892	\$45,648	\$47,474
	\$39,398	\$40,974	\$42,613	\$44,318	\$46,091
	\$38,252	\$39,782	\$41,373	\$43,028	\$44,749
Maintenance Mechanic II	\$47,742	\$49,652	\$51,638	\$53,704	\$55,852
	\$46,805	\$48,677	\$50,625	\$52,649	\$54,755
	\$45,442	\$47,259	\$49,150	\$51,116	\$53,160
	\$44,118	\$45,883	\$47,718	\$49,627	\$51,612
Maintenance Supervisor	\$62,714	\$65,223	\$67,832	\$70,545	\$73,367
	\$61,688	\$64,155	\$66,721	\$69,390	\$72,166
	\$60,194	\$62,602	\$65,106	\$67,710	\$70,419
	\$58,743	\$61,093	\$63,537	\$66,078	\$68,721
Night Supervisor	\$45,590	\$47,414	\$49,311	\$51,283	\$53,334
	\$44,695	\$46,483	\$48,342	\$50,276	\$52,287
	\$43,393	\$45,129	\$46,934	\$48,811	\$50,764
	\$42,128	\$43,813	\$45,566	\$47,389	\$49,284

**APPENDIX A-6
SALARY SCHEDULE**

SCHOOL LUNCH

FOR EMPLOYEES HIRED ON OR AFTER MAY 21, 1998

POSITION TITLE	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010
Senior Food Service Worker	\$15.54	\$16.16	\$16.81	\$17.48	\$18.18
	\$15.23	\$15.83	\$16.47	\$17.13	\$17.81
	\$14.79	\$15.38	\$16.00	\$16.64	\$17.30
	\$14.36	\$14.94	\$15.53	\$16.16	\$16.80
Senior Cook*	\$43,417	\$45,154	\$46,960	\$48,838	\$50,792
	\$42,565	\$44,268	\$46,038	\$47,880	\$49,795
	\$41,325	\$42,978	\$44,698	\$46,485	\$48,345
	\$40,122	\$41,727	\$43,396	\$45,132	\$46,937
*Includes one week prior and one week following school openings and closings.					

**APPENDIX A-7
SALARY SCHEDULE**

TRANSPORTATION

FOR EMPLOYEES HIRED ON OR AFTER MAY 21, 1998

POSITION TITLE	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010
Mini Bus Driver	\$14.20	\$14.76	\$15.35	\$15.97	\$16.61
	\$13.90	\$14.46	\$15.04	\$15.64	\$16.27
	\$13.50	\$14.04	\$14.60	\$15.18	\$15.79
	\$13.11	\$13.64	\$14.18	\$14.75	\$15.34
60, 65, or 66 Big Bus Driver	\$16.24	\$16.89	\$17.57	\$18.27	\$19.00
	\$15.92	\$16.56	\$17.22	\$17.91	\$18.63
	\$15.46	\$16.08	\$16.73	\$17.40	\$18.09
	\$15.01	\$15.61	\$16.23	\$16.88	\$17.56
Truck Driver	\$42,361	\$44,056	\$45,818	\$47,651	\$49,557
	\$41,532	\$43,194	\$44,921	\$46,718	\$48,587
	\$40,322	\$41,935	\$43,612	\$45,357	\$47,171
	\$39,148	\$40,714	\$42,342	\$44,036	\$45,797

**APPENDIX A-8
SALARY SCHEDULE**

**AUDIO VISUAL & TECHNICAL SUPPORT
FOR EMPLOYEES HIRED ON OR AFTER MAY 21, 1998**

POSITION TITLE	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010
Audio Visual Technician	\$47,742	\$49,652	\$51,638	\$53,704	\$55,852
	\$46,805	\$48,677	\$50,625	\$52,649	\$54,755
	\$45,442	\$47,259	\$49,150	\$51,116	\$53,160
	\$44,118	\$45,883	\$47,718	\$49,627	\$51,612
Technical Support Representative	\$35,468	\$36,887	\$38,362	\$39,896	\$41,492
	\$34,435	\$35,812	\$37,244	\$38,734	\$40,283
	\$33,432	\$34,769	\$36,160	\$37,606	\$39,110
	\$32,458	\$33,756	\$35,106	\$36,510	\$37,970
Office Applications Specialist	\$36,488	\$37,948	\$39,466	\$41,044	\$42,686
	\$35,771	\$37,202	\$38,690	\$40,237	\$41,847
	\$34,730	\$36,119	\$37,564	\$39,066	\$40,629
	\$33,719	\$35,068	\$36,470	\$37,929	\$39,446
Network Systems Specialist I	\$45,676	\$47,503	\$49,403	\$51,379	\$53,434
	\$44,346	\$46,120	\$47,965	\$49,884	\$51,879
	\$43,054	\$44,776	\$46,567	\$48,430	\$50,367
	\$41,800	\$43,472	\$45,211	\$47,019	\$48,900
Network Systems Specialist II	\$48,874	\$50,829	\$52,862	\$54,976	\$57,175
	\$47,450	\$49,827	\$51,322	\$53,375	\$55,510
	\$46,068	\$47,911	\$49,827	\$51,820	\$53,893
	\$44,726	\$46,515	\$48,376	\$50,311	\$52,323
Senior Systems Technician	\$71,028	\$73,869	\$76,824	\$79,897	\$83,093
	\$68,959	\$71,717	\$74,586	\$77,570	\$80,673
	\$66,950	\$69,628	\$72,413	\$75,310	\$78,322
	\$65,000	\$67,600	\$70,304	\$73,116	\$76,041
Micro Computer Repair Technician	\$33,984	\$35,343	\$36,757	\$38,228	\$39,757
	\$32,994	\$34,314	\$35,687	\$37,114	\$38,599
	\$32,033	\$33,314	\$34,647	\$36,033	\$37,474
	\$31,100	\$32,344	\$33,638	\$34,984	\$36,383

APPENDIX B: SPECIAL PROVISIONS FOR BUS DRIVERS

(Effective April 19, 1989)

1. Full-time bus drivers are guaranteed at least six (6) hours of work on each of the one hundred eighty (180) days during the academic year when classes for students are in session. The student calendar may vary for non-public schools and BOCES' programs. Six- (6) hour workday assignments will end no later than ten (10) hours after the first reporting time at which the driver begins the workday. The six- (6) hour guarantees will not prevail during the summer. On those weekdays when school is not in session and which are not CSEA-designated holidays or "days off," all full-time drivers shall be compensated at their regular rate of pay for all hours worked with a minimum guarantee of two (2) contiguous hours. Regularly scheduled private school runs that must be made during CSEA-designated holidays and "days off" will be compensated at straight time.
2. All full-time drivers shall be paid one and one-half (1 ½) times their regular rate of pay for hours worked after their ten- (10) hour span during the regularly scheduled workweek.
3. On Saturdays all full-time drivers shall be paid one and one-half (1 ½) times their regular rate of pay for all hours worked with a minimum guarantee of two (2) contiguous hours.
4. All full-time drivers who are called to work on any Sunday or other CSEA holidays or "days off" (Article VI) shall be paid two (2) times their regular rate of pay for all hours worked with a minimum guarantee of two (2) contiguous hours. Exceptions will be on New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, when all full-time drivers shall be paid two and one-half (2 ½) times their rate of pay for all hours worked with a minimum guarantee of two (2) contiguous hours.
5. Drivers will select routes and will be offered extra trips according to employment seniority with the District. Route selection meetings will be held in August and again in October to allow drivers to pick their routes in order of seniority. Changes after the October meeting will be made within ten (10) school days. The District reserves the right to assign a driver to a specific route and to transfer a driver from one route to another for cause. If requested, the driver shall be given the reason in writing.
6. Seniority lists will be perpetually maintained and posted under the category of drivers of vehicles requiring Class 2 licenses and under a separate category for drivers of vehicles requiring Class 4 licenses.
7. The District reserves the right to determine how runs or trips shall be routed, timed, and operated. Extra trips may be split into two (2) or more runs if the District so determines. For example, the District will retain sole discretion to send a bus round-trip to begin an event and to repeat the round-trip at the close of an event should there be a lengthy waiting time while the event takes place.

APPENDIX B: SPECIAL PROVISIONS FOR BUS DRIVERS (continued)

8. Bus drivers may be assigned any task relating to the operation, maintenance, fueling, and cleaning of buses. Drivers may be assigned such clerical tasks as may be necessary relating to the recordkeeping for routes, passengers, maintenance, attendance at meetings and operation of buses. From time to time, the Superintendent of Schools may ask drivers to assist in the transportation office. Drivers will not be assigned office work in the transportation office on a long-term basis without their consent. Requests will generally be to maintain employment during suspension, disability or other such matters.
9. Upon application, a driver may be given permission from the District to store a bus at the driver's home overnight and between runs. If such permission is denied, the driver may request the reason for the denial. The District may at any time terminate an arrangement with a driver for the storage of a school bus away from the school campus. The workday will end for drivers who store their buses at their homes at the time of the last drop-off on the last assigned run of the day.
10. An emergency contact directory will be published which will provide guidance for obtaining help when a bus is disabled. The District reserves the right to assign a driver, a maintenance person or an administrator to deliver buses in an emergency situation.
11. The District will establish the procedures for drivers to follow to report absences.
12. Effective January 1, 1989, drivers may be assigned to drive any District vehicle for which they may be licensed in New York State. After January 1, 1989, the District will not certify for a driver a vehicle classification which the driver refuses to drive. Drivers who fail to be certified for the license classification within ten (10) days after being given a notice for road testing will be suspended without pay.
13. The District may hire part-time bus drivers who will operate "fixed runs" at less than the daily or weekly minimum work hours. Part-time drivers will not qualify for a guaranteed work year of one hundred eighty (180) days and if such drivers work less than twenty (20) hours per week, they will not qualify for benefits. Part-time drivers will be assigned runs which qualify for extra pay for the full-time drivers only after full-time drivers decline the offer to make such runs.
14. The District reserves the right to hire full-time or part-time drivers who work a differentiated workweek or differentiated workday.
15. The District retains the right to hire substitute drivers whose salary, benefits, duties, and assignments shall be determined by the District.
16. Nothing contained in this Agreement shall prohibit the District at any time to contract with a private firm for any part of or for all of its transportation needs. Such actions which affect currently employed drivers' regular employment will receive prior discussion in implementation of Article XV, Section A, 1 and 2.

APPENDIX C - PRO-RATED VACATION DAYS

July 11, 1997

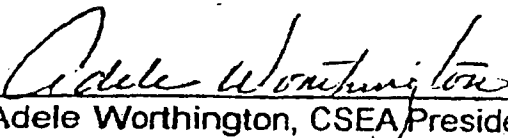
At a meeting held in District Office on July 10, 1997, the CSEA Executive Committee and the District's Business Manager, Cynthia Strait Régal, agreed that vacation days for CSEA members would be pro-rated. That is, on the first July 1 following the date of hire, members will receive the number of days earned during the previous school year for their immediate use. The following year, on July 1, the employee will receive the full two (2) weeks as stipulated in Article VII. A. of the CSEA Agreement.

Relative to the additional weeks stipulated in the Agreement, upon completion of the times referenced, the employee will receive a pro-rated number of days in order that on the next July 1 they will receive a full week. For example, if an employee were to complete five (5) years on January 1, they would immediately receive 2.5 days of additional vacation time. This amount is equal to one-half of the full week, as the five years of service was reached half way through the District's fiscal year. Similar prorations would take place based on the date on which the years of service were completed.

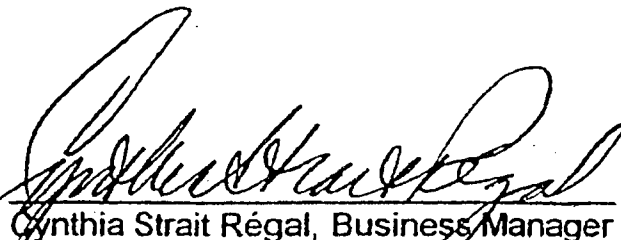
The number of days each employee receives will at all times be equal to the number he/she would be entitled to using an "anniversary" date schedule. This plan allows the District to track CSEA vacations on a fiscal year calendar.

This procedure takes effect on July 1, 1997.

I concur that this is the agreement reached between the CSEA Executive Committee and the District's representative on July 10, 1997.


Adele Worthington, CSEA President

Date 7-14-97


Cynthia Strait Régal, Business Manager

Date 7-11-97

APPENDIX D

**OFFICE OF PERSONNEL SERVICES
PATCHOGUE-MEDFORD SCHOOLS**

**241 South Ocean Avenue
Patchogue, New York 11772
(631) 687-6340**

**ATTENDING PHYSICIAN'S CERTIFICATION
FOR EMPLOYEE TO RETURN TO WORK***

(*Subject to review and approval of the school district. This original form must be supplied to the employee's immediate administrative supervisor not later than the date on which the employee is returning to work.)

Patient's Name _____

I certify that I am this patient's attending physician and that I am clearing this individual to return to work as follows:

Date of Return of work: _____

Cleared to return without restrictions:

Cleared to return with restrictions**: (*detailed specifications listed below*)

(**Subject to the district's determination that this constitutes a reasonable accommodation under the law.)

Physician's Original Signature (**No facsimile or stamp**) _____ Dated: _____

Physician's Name: _____

Physician's Address: _____

Physician's License #: _____