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Contract Database Metadata Elements

Title: **Levittown Union Free School District and Levittown Non-Instructional Unit 7551, Civil Service Employees Association, Inc. (CSEA), Local 1000, AFSCME, AFL-CIO, Nassau Educational Local 865 (2002)**

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Union: **Levittown Non-Instructional Unit 7551, Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

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Levittown Ufsd And Csea Local 865
(Non-Instructional Unit 7551)

AGREEMENT

by and between the

**LEVITTOWN UNION FREE
SCHOOL DISTRICT**

and the

**CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.**
Local 1000, AFSCME, AFL—CIO

LEVITTOWN UNIT # 7551
Nassau Educational Local 865

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



July 1, 2002—June 30, 2007

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This agreement entered into as of the 2nd day of July, 2002 by and between the Board of Education of Levittown Union Free School District, Levittown, NY (hereafter the "Board") and the Levittown Unit #7551 of the Nassau Educational Local #865 of the Civil Service Employees' Association, Inc. (hereafter "CSEA") for and on behalf of itself and the employees now employed or hereafter employed by the Board in the bargaining unit hereafter defined.

WITNESSETH:

Whereas, the Board has voluntarily adopted the practices and procedures of collective negotiations as a peaceful, fair, and orderly way of conducting relations with employees of the district insofar as such practices and procedures are consistent with functions and obligations of the Board under the law, and are consonant with the paramount interests of the school children, the school system and the public; and

Whereas, CSEA has demonstrated that it represents a majority of the employees employed by the Board in the bargaining unit hereafter defined and, in accordance with Board policy, has been duly recognized as the exclusive representative for all such employees; and

Whereas, the parties desire to cooperate in establishing conditions which will produce the best possible education for the children of the district;

Now, therefore, in consideration of the mutual promises and obligations herein contained, the parties agree as follows:

ARTICLE I: RECOGNITION

The Board recognizes CSEA as the exclusive negotiation representative of the bargaining unit consisting of all of the non-instructional employees of the school district including manual, office and clerical employees, teacher aides, school monitors, bus attendants, registered nurses, licensed practical nurses, monitors, business machine operators, accountant and control clerk, principal account clerk but excluding supervisory office clerical employees, Supervisor of Transportation, Assistant Supervisor of Transportation, Supervisor of Buildings and Grounds, Supervisor of Operations, Districtwide LAN-WAN Supervisor, Purchasing Agent, secretary to the Superintendent of Schools, secretaries to the Assistant Superintendents, and the confidential position of senior personnel clerk and personnel clerk for non-instructional employees. All employees in the bargaining unit except office and clerical employees, teacher aides, registered nurses, licensed practical nurses and monitors are referred to as "manual employees."

Such recognition shall remain in effect as provided by the Taylor Law provisions and the New York State Civil Service Law. As soon as a valid election request is filed, all negotiations for a new agreement shall cease. If the election results in the selection of a new exclusive representative, the CSEA shall continue to be the representative under this agreement until it expires; the new representative shall negotiate the terms of the new agreement.

Nothing contained in this agreement shall (1) prevent any employee organization with members in the bargaining unit from being received by the Board or its designee for the purpose of presenting the views of said members as long as (a) CSEA is informed and granted the opportunity to have a representative present, and (b) negotiations with CSEA precede changes or modifications in terms and conditions of employment resulting from such presentation of views, or (2) prevent any individual employee from processing a grievance hereunder, or (3) deny any employee rights under Section 15 of the New York State Civil Rights Law or under the State Education Law or under the Civil Service Laws and Regulations.

ARTICLE II: FAIR PRACTICES

CSEA agrees to represent equally all employees within the bargaining unit without regard to membership or participation in CSEA or membership or participation in any other employee organization.

CSEA agrees to continue to admit employees to membership and participation in its affairs without discrimination on the basis of race, creed, color, national origin or sex. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin or sex.

ARTICLE III: CHECKOFF

1. The Board agrees to honor voluntary individual written authorizations on a district form for the deduction of CSEA membership dues and life insurance, and to transmit same to CSEA. Authorizations shall be submitted to the business office not later than September 1st and December 1st, and equal deductions shall be made on each payday beginning with the first payday in October and January respectively, and ending June 30th, the last payday. There shall be no separate dues deduction for state, national, or other regional organizations with which CSEA is associated.
2. CSEA shall certify to the Superintendent or the Superintendent's designee its annual membership dues and life insurance and any change thereof. CSEA hereby releases the Board, its officials, agents, and employees from any responsibility for the use or application of dues or life insurance premiums once it has been transmitted to CSEA, as aforesaid.
3. To the extent permitted by law and subject to such mandatory grace periods as may exist under such laws, each member of the bargaining unit, who is not a member of CSEA and all new employees who do not join CSEA, shall as a condition of employment, pay agency shop fees to the Association. The Association shall promptly notify the District, in writing, of the amount of such fees and any subsequent change in amount on the effective date or dates of such changes.

The Union shall create a fully legal refund procedure for agency fee payers who object to illegal expenditures, and shall otherwise deal with the funds and with agency fee payers in a lawful and proper manner. In the event that the District incurs any liability for damages and litigation expenses, or any other expenses whatsoever, in connection with the agency shop fee deduction granted by this agreement, the Union agrees to indemnify the District and to hold it harmless for such expenses and damages.

ARTICLE IV: NO STRIKE PLEDGE

CSEA and the Board recognize that strikes and other forms of work stoppages by the employees covered by this agreement are contrary to law and public policy. CSEA and the Board subscribe to the principle that differences shall be resolved by peaceful, appropriate means without interruption of the school program. CSEA therefore agrees that there shall be no strike, work stoppage, or other concerted refusal to perform work by employees covered by this agreement, nor shall CSEA encourage, instigate, or condone same.

ARTICLE V: BOARD AND DISTRICT POLICIES, PRACTICE AND REGULATIONS

1. All district policies, regulations and practices not expressly supplanted by the terms of this agreement shall remain in effect subject to the Board's or Superintendent's power to change the same. If any policy, regulation or practice is inconsistent with the express terms of this agreement, the terms of this agreement shall control the extent inconsistent.
2. Should the Board or Superintendent consider changing, adding or deleting policies, practices or regulations which have a direct effect upon the terms and conditions of employment of employees, then, except in an emergency, CSEA shall receive written notice thereof at least five (5) working days prior to the date the Superintendent submits a recommendation thereon to the Board, or, in the event no such recommendation is submitted, five (5) working days prior to the date the same is scheduled for formal action by the Board. Upon written request of CSEA, and absent an emergency, the

Superintendent shall meet and consult with CSEA before submitting a recommendation to the Board, or absent a recommendation, before the Board takes action thereon.

ARTICLE VI: CONFORMITY TO LAW - SAVINGS CLAUSE

1. If any provision of this agreement, or the enforcement or performance of any provision of this agreement, is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiations with CSEA.
2. In the event that any provision of this agreement is or shall at any time be contrary to all, all other provisions of this agreement shall continue in effect.

**ARTICLE VII
LEGISLATIVE ACTION REQUIRED FOR IMPLEMENTATION
(PURSUANT TO SECTION 204-a of TAYLOR LAW)**

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

ARTICLE VIII: PERSONNEL FILES

Each CSEA employee shall have the right, upon request, to review the contents of his / her own personnel file. The review shall be made in the presence of the administrator responsible for the safekeeping of the file.

Privileged information such as confidential credentials and related personal references shall not be subject to review. Should such privileged information be disclosed, without employee's consent, to any third person or institution, then the information shall thereupon also be furnished to the employee.

ARTICLE IX: PROBATION AND EVALUATION

1. Employees shall be placed on probation for six (6) months beginning immediately following their appointment.
2. There shall be evaluations of job performance periodically throughout district employment. The first evaluation shall take place within five (5) months following the beginning of district employment and evaluations shall take place annually thereafter. Evaluations shall include a discussion of an employee's strengths and weakness, and shall include suggestions for improving job performance. The evaluation of office and clerical employees shall be made by the immediate head of a school, department, office or by a central office administrator.
3. Evaluation of CSEA employees shall be conducted openly and with full knowledge of the CSEA employee, and shall include appropriate suggestions for improvement. Space shall be provided for the employee to sign the evaluation form. The signature of the evaluation form by the employee does not indicate approval or disapproval but only that a copy was received and read. A written reaction may be appended to the final copy of the evaluation report which shall be filed at the Personnel Office and distributed to personnel who normally receive copies of the evaluation report. In the event the CSEA employee does not sign the evaluation form, the originator of the evaluation report shall indicate that the CSEA employee refused to sign the evaluation report.

ARTICLE X: CONSULTATIONS

Upon written request of either party, meetings shall be held between representatives of CSEA and the Superintendent or the Superintendent's designee to consult on matters of concern to either party. The request shall state the reason for the meeting.

The parties agree that they shall consult regarding newly created job titles which fall within the bargaining unit.

ARTICLE XI: LABOR - MANAGEMENT COMMITTEE

A Labor - Management Committee shall be established. It shall be composed of four (4) members of the CSEA unit, appointed by the CSEA, and four (4) members appointed by the Superintendent of Schools. This committee shall meet six (6) times a year, two (2) hours per meeting. The four (4) CSEA members will be paid for one (1) hour of each meeting, the other hour of the meeting to be held on such member's own time.

ARTICLE XII: GRIEVANCE AND ARBITRATION

The parties declare it to be their objective to encourage fair and prompt resolution of complaints as they arise and to provide orderly procedures for the satisfactory adjustment of complaints.

- A) Disputes, complaints, controversies or grievances that there has been a violation of the terms of this agreement shall be processed as follows:
- B) Conferences and hearings held hereunder shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Conferences or hearings shall be held during non-working hours wherever possible. If conferences or hearings should be held during working hours, persons entitled to participate shall be excused without loss of pay, and there shall be no interference with school operations.
- C) A grievance shall be asserted at the applicable first step within thirty (30) days of the occurrence of the act complained of. Failure to assert a grievance at the first step within said thirty (30) days shall be deemed abandonment of the grievance. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step. Failure at the first three (3) steps in the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. The parties may, by mutual written agreement, extend the specified time limits.
- D) Steps in the grievance procedure may be by-passed where the position of the person complained against makes a particular step inapplicable, i.e., a complaint against a supervisor shall be initiated at STEP III with the Superintendent.
- E) A grievant may be represented by CSEA at any or all steps in the grievance procedure but nothing contained in this article or in this agreement shall be construed to prevent any individual employee from presenting or processing a grievance hereunder, nor shall an employee be denied his / her rights under applicable Civil Service Laws and Regulations or under Section 15 of the New York Civil Rights Law.
- F) CSEA shall have the right to initiate or appeal a grievance at the request of one or more individuals or as a class action on behalf of one or more individuals subject to the rights of the grievant set forth in paragraph E. Such a grievance shall be initiated with the appropriate employer's representative(s) under STEP II or at STEP III as set forth in paragraph D.
- G) Nothing contained in this article shall apply to any matter as to which:
 - (1) a method of review is prescribed by Civil Service Laws or Regulations, or
 - (2) the Board of Education is without authority to act.

STEP I

An informal conference shall be held between the grievant and the person or persons complained against within five (5) working days of the assertion of the grievance. A decision of the grievance shall be communicated in writing to the grievant within four (4) working days of the conference.

STEP II

If the grievance is not resolved at STEP I, the aggrieved may within five (5) working days of receipt of the STEP I decision appeal to the building principal, or immediate department supervisor where there is no building principal, or to the Superintendent or the Superintendent's designee where the building principal or department supervisor is the person complained against. The grievant shall submit the grievance in writing on the district grievance form together with all other relevant data.

The building principal, or the immediate department head, or the Superintendent or the Superintendent's designee shall confer with the grievant within five (5) working days of receipt of the written grievance and the relevant data. The decision will be noted on the grievance form and the form returned to the grievant within four (4) working days of the conference.

STEP III

If the grievance is not resolved at STEP II, the aggrieved may appeal to the Superintendent or the Superintendent's designee by submitting the grievance in writing together with the relevant data within five (5) working days of receipt of the STEP II decision. The Superintendent or the Superintendent's designee shall confer with the grievant within five (5) working days of receipt of the written grievance and the relevant data. The Superintendent or the Superintendent's designee shall note his / her decision on the grievance form and return the form to the grievant within six (6) working days.

STEP IV

If the grievance is not resolved at STEP III, the grievant shall have ten (10) working days in which to submit the grievance to the American Arbitration Association for the designation of an arbitrator. Such ten (10) days shall commence upon receipt of

the STEP III decision. Both designation of the arbitrator and the arbitration proceedings shall be conducted in accordance with the applicable rules of the American Arbitration Association. The arbitrator shall submit the decision or award in writing within thirty (30) days after conclusion of the hearing. Copies of the decision shall be sent to the grievant, CSEA, the Superintendent and the Board. The decision or award of the arbitrator shall be final and binding. The cost of arbitration shall be shared 50% by the Board and 50% by CSEA or the grievant, as the case may be.

The arbitrator shall have jurisdiction and authority to decide whether provisions of this agreement have been complied with. The arbitrator shall not have jurisdiction or authority to add to, subtract from or alter in any way the provisions of this agreement.

ARTICLE XIII: INSERVICE EDUCATION

Where the Superintendent requires an employee to attend an inservice course, the school district shall pay any required tuition and also pay for time spent attending such course at the employee's regular hourly rate. The school district, however, may grant compensatory time within such school year in lieu of payment of such employee's regular hourly rate for the time spent attending the course.

ARTICLE XIV: LEAVES

Employees shall be entitled to the following leaves of absence each year:

1) **Personal Business**

Personal business day leave, with pay, shall be granted to all full time and hourly employees who are regularly scheduled to work five days work fifteen (15) or more hours per week (twelve [12] or more hours per week for school monitors, kindergarten aides and LAP aides) to transact personal business which may not be transacted except on a work day. Personal leave may be granted for the following reasons:

- a) Religious Holiday¹
- b) Illness in the Immediate Family²
- c) Marriage
- d) Necessary Court Appearance (other than jury duty)
- e) Home Title Closing

f) Moving Personal leave for reasons other than those listed may be taken only upon prior written approval of the Superintendent or the Superintendent's designee.

a) **Personal Business Days - Full Time Employees** Twelve (12) Month employees with more than one (1) year of continuous service shall receive five (5) personal business days, in advance, on July 1st of each year. Ten and one half (10 1/2) and ten (10) month employees with more than one (1) year of continuous service shall receive four (4) personal business days, in advance, on July 1st of each year.

b) Full time employees with less than one (1) year of continuous service shall earn personal business days on a monthly pro-rated basis. If the employee uses personal business days before they are earned, the employee will be docked accordingly; however, if by the end of the school year the employee has not used in excess of his / her yearly allotment, the employee will be paid for each personal business day used for which they were docked.

Unused personal business days may be applied to accumulated sick leave.

Personal Business Days - Hourly Employees

Effective July 1, 2002 hourly employees regularly scheduled to work five days for fifteen (15) or more hours per week (12 hours or more per week for school monitors and kindergarten aides) shall, after their first full year³ of school employment, receive two (2) pro-rated personal business days on July 1st each year. Unused personal business days convert to sick days and may be applied to accumulated sick leave. LAP aides meeting the above criteria (5 days/12 hours) shall also be entitled to this benefit.

Personal leaves for manual employees may be denied if, in the opinion of the Superintendent or the Superintendent's designee, the leave will adversely affect district operations.

¹ Office and clerical employees, regardless of their religious denomination may take off three (3) of the religious closing days in the school calendar, and such days shall be charged against personal business days.

² "Immediate family" means spouse, parent (or substitute parent), child, brother or sister.

³ Effective July 1, 2002, the term "first full year" (for hourly employees) shall mean hired on payroll on or before September 30th and remain on payroll through the end of their scheduled work year.

2) Bereavement

Full time employees with less than one (1) year of employment in the school district shall be granted up to three (3) days of absence with pay to be deducted from personal business days. All full time and hourly employees with more than one (1) year of continuous service shall be granted up to five (5) bereavement days for death in the immediate family (3 paid bereavement days and, if eligible, 2 days charged to personal business days). For death to Grandparents, Mother - In - Law and Father - In - Law: 3 days allowed but charged to personal business days if eligible.

3) Jury Duty

Employees shall be granted leave for jury duty on county, state or federal juries. An employee who receives notice to serve as a juror shall promptly advise the Superintendent or the Superintendent's designee by providing a copy of said notice. It is understood that the school district may, for a good cause, request that such jury duty be deferred if such request is in the best interest of the school district.

When a full time employee serves as a juror, he or she shall be paid his / her full salary, and shall turn over to the school district any fees or payment received for serving as a juror except traveling expenses and meal money.

4) Sick Leave

Full time employees shall receive sick leave as follows:

12 days sick leave for 12 month personnel

11 days sick leave for 10 1/2 month personnel

10 days sick leave for 10 month personnel

Employees shall earn sick days on a monthly pro-rated basis. After two (2) years of employment with the school district, employees earn four (4) sick days at the beginning of the school year, July 1st, and the remaining days on a monthly pro-rated basis.

Routine health and dental examinations and other procedures which may be attended to during non-working time shall not be deemed personal illness. An employee may accumulate sick days equal to the length of the work year (12 month employees 247 days, 10 1/2 month clerical employees 215 days, 10 month clerical employees 204 days, and 10 month employees 180 days). Sick leave may be extended by the Board for prolonged illness but without pay if it exceeds accumulated sick leave.

Effective July 1, 2002 hourly employees regularly scheduled to work five days for fifteen (15) or more hours per week (12 or more hours per week for school monitors and/or kindergarten aides) shall, after their first full school year* of employment, receive three (3) pro-rated sick days on July 1st each year. Employees may accumulate up to twelve (12) sick days. This benefit is not extended to LAP aides.

* Effective July 1, 2002, the term "first full school year" (for hourly employees) shall mean hired on payroll on or before September 30th and remain on payroll through the end of their scheduled work year..

After three (3) consecutive days of absence or where there is a discernible pattern of absence of less than three days, an employee may be required to furnish a doctor's note.

In all cases of absence in excess of five (5) consecutive working days, the Superintendent or the Superintendent's designee may require as a condition of returning to work after injury or illness that an employee submit a doctor's statement certifying readiness to return to work. In addition, the school district at its option may also require such a certificate after three (3) days if the examination is made by the school doctor or at the school district's expense.

If an employee has five (5) or more days of unexcused absences, whether or not contiguous, he / she may be terminated after an internal administrative hearing before the Superintendent or the Superintendent's designee, whose determination shall be final and not subject to review in any forum. In addition, if three (3) or more days of unexcused absences, whether or not

contiguous, occur before or after holidays or weekends the employee shall be subject to the same discipline as above. The district does not hereby waive its rights under Section 75 of the Civil Service Law.

Excused absences include: Pre-approved personal business days, bereavement days, jury duty days, vacation days, sick days with a medical doctor's note or any other excused absence pre-approved by a central office administrator.

5) **Job Injury**

Employees absent because of injury arising out of and in the course of employment shall be granted sick leave with full salary, which shall not exceed accumulated sick leave. Any Workers' Compensation received by such an employee who is on sick leave shall be returned to the district, and such money shall be converted into unused days of sick leave and credited to accumulated sick leave.

6) **Childcare Leave**

Childcare leaves of up to one (1) school year shall be granted to all full time employees without pay or salary increments. Leaves of this type may be extended in special circumstances, upon the recommendation of the Superintendent and the approval of the Board of Education.

7) **Leave (Absence Without Pay)**

The school district shall grant a leave of absence without pay or salary increment of up to one (1) year for the purpose of caring for a sick member of the immediate family or for care of a dependent child where required, in the event of death of spouse. Additional leave may be granted at the discretion of the Superintendent.

ARTICLE XV: ATTENDANCE INCENTIVE

a) **Full Time Employees**

If, as of July 1st of any year, a full time employee has used (during the previous school year) no more than six (6) sick and / or personal business days, the employee may sell back excess sick/personal business days accrued during the prior year at the rate of one (1) for three (3) provided the employee has no less than 180 days of total accrued sick days remaining.

b) **Hourly Employees**

Hourly employees shall receive an attendance bonus at the end of each full school year worked, as follows:

No days out	5 days pay
1 Day out (excused or unexcused)	3 days pay
2 Days out (excused or unexcused)	2 days pay
More than 2 days out	No Bonus Pay

All hourly employees hired on payroll between July 1st and December 31st who remain on payroll through the end of their scheduled work year shall be eligible for the attendance bonus on July 1st. All hourly employees hired on payroll between January 1st and June 30th who remain on payroll through the end of the following full scheduled work year, shall be eligible for the attendance bonus the following July 1st.

ARTICLE XVI: DISABILITY INSURANCE

The Board of Education shall provide disability benefits, equivalent to the benefits provided under the New York State Disability Law, to its full time employees at no cost to the employee.

Employees will be required to use their accumulated sick days prior to receiving disability benefits. After employees have exhausted their accumulated sick days they will be entitled to receive disability benefits equivalent to the disability benefits under New York State Law. Employees who do not have any accumulated sick leave will not receive any benefits until seven (7) consecutive calendar days have passed.

ARTICLE XVII: INSURANCE

Employees may participate in the life insurance and / or accident insurance programs provided that the full cost of participation is at employee's expense, and, provided that the insurance carrier is approved by the Board of Education.

ARTICLE XVIII: HOLIDAYS

Employees shall be granted thirteen (13) paid holidays plus two (2) additional half-day paid holidays as follows:

Independence Day ^o	Christmas Day
Labor Day	New Year's Day
Columbus Day	Lincoln's Birthday
Veterans Day	Washington's Birthday
Thanksgiving Day	Good Friday
Day Following Thanksgiving	Memorial Day

A holiday to be mutually agreed upon between the school district and CSEA one year in advance.

It is agreed that when Columbus Day, Veterans Day, Lincoln's Birthday or Washington's Birthday falls on a school day, it will be rescheduled to a day when school is not in session, the date chosen will be one which is mutually agreeable to both CSEA and the Superintendent.

The last non-instructional workday before Christmas (1/2 day) and the last non-instructional workday before New Year's Day (1/2 day) are half-day holidays, except where such half-days would interfere with the normal operation of the school district. As has been established in past practices and procedures, compensatory half-days shall be given which shall be designated upon mutual agreement between the Superintendent or the Superintendent's designee and the President of the CSEA.

^o Ten (10) and ten and one-half (10 1/2) month employees are not entitled to Independence Day.

Holidays that fall on a Sunday shall be celebrated the following day. Should a holiday fall on a Saturday, a districtwide compensatory day off shall be granted. The compensatory day shall be designated upon mutual agreement for all employees except those employees who are required by regularly scheduled district operation to work on the compensatory day.

The compensatory day for the latter group of employees shall be designated upon mutual agreement. An employee required to work on the compensatory day due to a non-scheduled district operation shall be paid for that day plus time and a half for the hours worked in lieu of another compensatory day.

HOLIDAY PAY - HOURLY EMPLOYEES

Hourly employees regularly scheduled to work five days for fifteen (15) or more hours per week (12 or more hours per week for school monitors and/or kindergarten aides) shall, after their first full school year^o of employment be eligible during each subsequent full year of employment, for pay for the following holidays:

Thanksgiving Day	Christmas Day
Day Following Thanksgiving	New Year's Day

This benefit is not extended to LAP aides.

^o Effective July 1, 2002, the term "first full school year" (for hourly employees) shall mean hired on payroll on or before September 30th and remain on payroll through the end of their scheduled work year.

The pay for each holiday shall be such employee's hourly rate times the number of hours worked per day.

ARTICLE XIX: HEALTH PLAN

Employees shall be permitted, except as provided herein, to participate in the State Health Plan under the rules and regulations of the New York State Department of Civil Service, Health Insurance Section, Albany, New York. Notwithstanding the foregoing, the school district has the right to change health insurance carriers provided that thirty (30) days notice prior to the decision to make such change, notice is given to CSEA. Any such change may be made only if the benefits and the level of benefits for employees provided by any such new plan are the same as the benefits under the New York State Plan at the time of notice of withdrawal from that plan was given, except that the district is not obligated to provide a plan that has a participating provider benefit.

Contributions, by the school district, for the classes of employees presently covered by the State Health Plan shall be ninety percent (90%) for individual coverage, and eighty percent (80%) for family coverage. The above indicated percentages are in relation to the premium cost of the New York State Health Plan.

All new employees who work twenty (20) hours a week or less will not be eligible for health insurance. All people employed before January 1, 1983 who presently receive health insurance, shall continue to receive health insurance as long as they continue to work at least twenty (20) hours per week.

All employees who work more than twenty (20) hours but less than full time (full time is defined as: clerical 35 hrs. per week, manual [custodial, maintenance, transportation, groundskeepers, audio-visual, security] 40 hrs. per week, nurses 32 1/2 hrs. per week teacher aides 30 hrs. per week, school assistants 32 1/2 hrs. per week), will not be entitled to health insurance until they have worked one full year for the school district.

Retirees from this unit shall be entitled to the same health insurance benefits upon the same conditions, including the District paid percentage of the health insurance premiums, as provided to active employees of this unit.

Notwithstanding the above, upon retirement, employees hired after July 1, 1988 shall be entitled to health insurance paid for by the District in the following percentage:

Number of Years in Levittown School District	District Contribution for Individual Coverage	District Contribution for Family Coverage
10 - 14	50%	35%
15 - 19	60%	45%
20 - 24	70%	60%
25 - 29	80%	70%
30 or Over	90%	80%

This benefit shall continue only so long as the district pays for health insurance premiums for retirees hired prior to July 1, 1988.

Employees covered by another health insurance plan through a spouse or other family member may forego coverage under the district's health insurance plan. An employee who has had coverage for three years may give up such coverage and will be compensated at the end of one year without such coverage in a gross amount equal to forty percent (40%) of the premium saved by the school district.

Such benefit is available for each year the employee is not enrolled in the District's health insurance plan. An employee who had District provided health insurance on the effective date of this agreement need not be covered for three years to obtain this benefit. An employee who withdraws may resume coverage at any time subject to the rules and regulations of the insurance carrier.

All employees employed prior to July 1, 1988 who were not covered by District provided health insurance on July 1, 1988 are not entitled to this benefit until they have completed three (3) years in either family or individual coverage. All full time employees hired after July 1, 1988 must be employed for six (6) months before they can forego individual coverage pursuant to this section, or must have family coverage for three (3) years to be eligible for payment.

All eligible hourly employees hired after July 1, 1988 have to be enrolled in the District's health insurance plan for three (3) years, whether family or individual, before they are eligible for this benefit.

ARTICLE XX: SUPPLEMENTAL BENEFITS

The District shall contribute to the supplemental benefit fund, for a dental plan and such other fringe benefits as may be determined by CSEA, as follows:

2002 / 2003	\$275,000	2005 / 2006	\$388,125	2004 / 2005	\$375,000
2003 / 2004	\$325,000	2006 / 2007	\$401,700		

ARTICLE XXI: RETIREMENT

The Board of Education shall cover employees for retirement under the laws pertaining to the New York State Employees'

Retirement System.
 The school district shall provide the New York State 75i Retirement Plan.
 Eligible employees are extended the benefits of Option 41J New York State Retirement Plan.

ARTICLE XXII: PAYDAYS

1. The school district shall establish paydays on the 15th and the last day of each month. If any such payday shall fall on a holiday the employees shall be paid on the last workday before the holiday. Overtime pay shall be paid in the same manner as regular salary.
2. Upon notice, the school district shall correct an error in an employee's pay check in two (2) working days.
3. When school is in recess, paychecks will be provided in normal fashion.
4. Payment in advance of any designated payday shall not be made. If schools are closed on payday, or the employee is not in attendance the next work day shall be designated as the payday. If an employee expects to be absent on payday, payments will be sent to the employee in a stamped, self-addressed envelope supplied by the employee.
5. **SECOND AND THIRD SHIFT EMPLOYEES**
 Regular district employees who work on the second and third shifts will receive their paychecks the day prior to the regularly scheduled payday at the close of their workshift.
6. Teacher aides, school monitors, registered nurses and licensed practical nurses shall be paid on the teacher payday schedule. They shall receive a written salary statement that shall set forth the annual salary for the ensuing year.
7. Hourly employees regularly scheduled to work five (5) days per week, fifteen (15) or more hours per week (12 or more hours per week for school monitors and/or kindergarten aides) shall be placed on a pro-rated contractualized salary schedule. The salary schedule can be found on separate salary supplements.

ARTICLE XXIII: ADVANCEMENT ON SALARY SCHEDULE

Employees in twelve (12) month, ten and one-half (10 ½) month and ten (10) month positions appointed to regular full time employment before January 1st of any year shall be eligible for recommendation and appointment to the next higher salary step on the following July 1st. Employees appointed to regular full time employment between January 1st and June 30th will receive salary steps on the second following July 1st. Effective July 1, 2002 and thereafter, all employees appointed to regular full time employment will receive longevity steps on July 1st based on years of service counted from the July 1st on which they received their first salary step. Clerical employees hired between January 3, 1967 and May 1, 1969 shall be eligible for the next highest step and for longevity steps on the anniversary date of appointment to regular full time employment regardless of the month and day of hire.

ARTICLE XXIV: SALARY INCREASES

The salary schedules for all employees can be found on separate salary supplements. The salary percentage increases, for all employees, are as follows:

7/1/02 – 6/30/03	3% plus steps	7/1/05 – 6/30/06	3 ¼% plus steps
7/1/03 – 6/30/04	3% plus steps	7/1/06 – 6/30/07	3 ½% plus steps
7/1/04 – 6/30/05	3 ½% plus steps		

Effective July 1, 2002, a salary Step schedule shall be created for all hourly employees regularly scheduled to work fifteen (15) hours per week (12 or more hours per week for school monitors and/or kindergarten aides). The initial Step placement shall be created as follows:

- o Hourly employees hired before 5/21/98 Step 10
- o Hourly employees hired between 5/22/98 & 12/31/01 Step 2
- o Hourly employees hired between 1/1/02 & 5/2/02 Step 1
- o Hourly employees hired after 5/2/02, Step placement shall be at the discretion of the District.

Prior Experience for Hourly Employees

At the discretion of the Superintendent, credit for previous related experience will be granted. In no case will that credit, which is granted, be less than one (1) year's credit for each two (2) year's experience in school employment, or one (1) year's credit for each seven (7) year's experience in non-school employment. Credit for prior experience will be granted up to Step 4 placement. The District may grant additional credit at their discretion.

ARTICLE XXV: VACATIONS*

- a) Twelve (12) month, full time employees shall be granted summer vacations as set forth below. Vacation pay shall be in accordance with the years of service completed as of July 1st of a given year.

*Per Diem or hourly paid employees are not entitled to the benefits set forth in ARTICLE XXV.

VACATION TIME (employees hired before 5/21/98)

Less than six (6) months service	NONE
More than six (6) months, less than one (1) year	ONE WEEK
After one (1) year service	TWO WEEKS
After two (2) years service	TWO WEEKS
After three (3) years service	THREE WEEKS
After four (4) years service	THREE WEEKS
After five (5) years service	FOUR WEEKS
After twenty (20) years service	TWENTY THREE DAYS

VACATION TIME (employees hired after 5/21/98)

Less than six (6) months	NONE
More than six (6) months, less than one (1) year	ONE WEEK
After one (1) years service	TWO WEEKS
After two (2) years service	TWO WEEKS
After three (3) years service	TWO WEEKS
After four (4) years service	TWO WEEKS
After five (5) years service	THREE WEEKS

VACATION PAY: for Death Benefit, Termination, Retirement, etc.
(Employees hired before 5/21/98)

Less than six (6) months service	NONE
More than six (6) months, less than one (1) year	.833 days/month not to exceed 5 days
After one (1) year service	.833 days/month not to exceed 10 days per year
After two (2) years service	.833 days/month not to exceed 10 days per year
After three (3) years service	1.25 days/month not to exceed 15 days per year
After four (4) years service	1.25 days/month not to exceed 15 days per year
After five (5) years service	1.66 days/month not to exceed 20 days per year
After (20) years service	1.92 days per month not to exceed 23 days per year

VACATION PAY: for Death Benefit, Termination, Retirement, etc.
(Employees hired after 5/21/98)

Less than six (6) months service	NONE
More than six (6) months, less than one (1) year	.833 days/month not to exceed 5 days
After one (1) year service	.833 days/month not to exceed 10 days per year
After two (2) years service	.833 days/month not to exceed 10 days per year
After three (3) years service	.833 days/month not to exceed 15 days per year
After four (4) years service	.833 days/month not to exceed 15 days per year
After five (5) years service	1.66 days/month not to exceed 15 days per year

Employees who are hired above the first step or employees who are placed on a lower step as a result of a new job title or

transfer shall be granted summer vacations and be paid in accordance with the length of service in the Levittown School District.

Employees who are granted three or four weeks vacation may be required to take either one or two weeks⁴ of their vacation during the school year upon approval of their immediate supervisor or the Superintendent or the Superintendent's designee.

Twelve (12) month bus drivers may be required to schedule their vacation during the summer months and / or when bus drivers are not otherwise needed during the school year.

(b) Vacation payments shall be made after an employee has earned his / her vacation. Salaries due on a pay period which falls during an employee's vacation will be paid on the pay period immediately prior to commencement of the vacation, provided:

- (1) the employee requests such payment in writing no later than one month prior to vacation, and
- (2) the Business Office is able to schedule the necessary work.

⁴ Office and clerical employees may be required to take one week of their vacation during the school year upon approval of their immediate supervisor or the Superintendent or the Superintendent's designee.

Should an employee become hospitalized while on vacation such employee shall be granted additional vacation time equal to the number of vacation days lost as a result of such hospitalization, provided such employee has accumulated sick leave in such amount, in which event such accumulated sick leave shall be reduced accordingly. Upon proof that an employee while on vacation experienced a death in the "immediate family" as defined in ARTICLE XIV, 1, (b), such employee shall be granted additional vacation time to the extent of such employee's entitlement under ARTICLE XIV, 2, Bereavement, and such entitlement shall be reduced accordingly.

Vacation pay earned by a deceased employee, including vacation days earned during the previous year which had not been taken, shall be paid to the estate or family.

Recess Days

Office and clerical employees employed for either twelve (12), ten and one-half (10 ½) or ten (10) months and full time (10) month bus drivers shall be granted four (4) recess days with pay. Manual employees employed for twelve (12) months shall be granted two (2) recess days with pay. All recess days shall be taken during the Christmas, February and / or Easter recesses. The District shall fix the four (4) recess days. The decision to fix the four (4) days shall be made by August 1st of each year. Some employees may be designated by administration to receive alternate recess days.

(c) The Board of Education shall pay employees vacation pay due them at the time of termination of employment provided the termination is not for misconduct.

ARTICLE XXVI: ASSAULT ON EMPLOYEES

An assaulted employee shall submit a written report within two (2) days, or as soon as possible thereafter, of any such assault suffered by such employee in connection with the employee's employment and shall submit a signed report to the Superintendent. The Superintendent shall immediately cause an investigation to be made, and on the basis of such investigation, shall take such action as the Superintendent deems appropriate. Upon request of the assaulted employee, the attorney for the school district, shall inform the employee of his / her rights under the law.

ARTICLE XXVII: RIGHTS OF THE ASSOCIATION

1. Meetings

CSEA may utilize school facilities for meetings provided meetings are held after school hours, the use of the school facility has been approved in advance by the building principal, and the meeting does not conflict with other school activities.

2. Conferences of Employee Organizations

The Superintendent or the Superintendent's designee may approve time off with pay for representatives of employee organizations while attending conferences or conventions. If approved, such time off shall not be charged as days of personal leave. The district shall not, however, reimburse the expenses of such representatives.

3. **Release Time and Union Telephone**
The President of CSEA shall be entitled to one paid hour each day to devote to CSEA - School District business, with a written schedule provided in advance, and shall have a separate telephone extension at the school district's expense.

ARTICLE XXVIII: MISCELLANEOUS

1. The district agrees to provide seniority lists for hourly employees to the CSEA.
2. Whenever a school building is in use by a group of students or a community group, a Custodian shall be present.
3. The District and CSEA agree that they will participate and cooperate in meetings of the Safety Committee.
4. Employees shall not be required to use their personal autos for school district business.
5. **Emergency School Closings (Inclement Weather)**
Clerical staff and bus drivers shall report to, and remain at, work, unless advised by central office administration at management's discretion to leave early, but time lost must be made up within ten (10) business days or, if available, will be charged to personal leave or vacation (otherwise the employee will be docked pay).
In the event school is closed because of inclement weather, and the clerical staff is directed by the Superintendent not to report to work, then manual employees who must report to work shall be given a compensatory day off for each day school is closed due to inclement weather. The compensatory day(s) shall be determined by the District after review with CSEA. Some employees may be designated by Central Administration to receive alternate compensatory day(s).
6. The District shall have the right to hire hourly laborers. Hourly laborers shall not regularly work more than (20) hours per week.
7. Electronic timekeeping (swipe cards) will be used by all CSEA employees when clocking "in" and "out" both at the beginning and end of shifts, and for breaks when employees leave the premises. Part time, hourly and substitute employees may be required to use electronic time keeping even if not required for other groups of employees. Maintenance, Grounds and Security employees will log "in" and "out" as directed at each building.
8. Either party may, effective May 1, 2004, reopen this contract for the purpose of negotiating vacation and / or unemployment related issues.
9. All persons hired as substitutes prior to 5/21/98 who continue as substitutes into subsequent years shall be paid on the Pre 5/21/98 salary schedule. All Pre 5/21/98 substitute employees who are appointed to either regular part time or full time positions in any capacity or title shall be paid on the applicable Post 5/21/98 salary schedule and be subject to all other terms and conditions applicable to Post 5/21/98 employees.
10. All full time employees and part time employees employed prior to 5/21/98 who remain in continuous employment with the District, and who change job titles in their respective positions (i.e. part time to part time or full time to full time), in subsequent years, shall be treated as Pre 5/21/98 employees. The change shall be treated as a lateral move under the terms & conditions of the Pre 5/21/98 contract. However, the 10% salary cap rule shall apply. This benefit does not apply to employees moving into the position of hourly bus driver. All Pre 5/21/98 part time employees who are appointed to full time positions after June 10, 1998, will be placed on the applicable Step of the Post 5/21/98 salary schedule, where their full time hourly rate equals or exceeds the hourly rate they were making as a Pre 5/21/98 part time employee, but will be subject to the terms and conditions applicable to Post 5/21/98 employees.
11. **Compensatory Time:**
No employee is to work any hours other than those scheduled, without prior administrative approval. Any permanent changes in schedules or overtime (whether below or above 40 hours per week) require authorization from the Assistant Superintendent for Administration. Employees who are authorized by their designated supervisor to work extra hours will be paid for these hours. If any employee wishes to take compensatory time off on a 1:1 basis up to 40 hours per week, or a 1.5 : 1 basis over 40 hours per week (exclusive of sick, vacation or holiday pay / time) in lieu of payment, the following two (2) conditions will apply:
 1. Prior administrative approval is required.

2. Such time must be used within ten (10) days of the date earned, and the scheduling is subject to administrative approval.

ARTICLE XXIX: OFFICE AND CLERICAL EMPLOYEES

1. PRIOR EXPERIENCE

At the discretion of the Superintendent, credit for previous clerical experience will be granted. In no case will that credit, which is granted, be less than one (1) year's credit for each two (2) year's experience in school employment, or one (1) year's credit for each seven (7) year's experience in non-school employment. Credit for prior experience will be granted up to Step 4 placement. The District may grant additional credit placement at their discretion.

Hourly or per diem employees, either substitute, temporary or regularly assigned, who shall become full time employees, shall receive prior experience credit at the rate of one (1) step on the salary schedule, but not to exceed two (2) steps, for each one (1) year FTE of work performed as an employee of the school district; provided, the work was performed after having been appointed from a Civil Service Eligibility List.

2. JOB TITLES, DESCRIPTION & OPENINGS

Employees shall not perform out of title work, without the prior written approval of the Superintendent or the Superintendent's designee. All full time job openings shall be posted in each building and a copy sent to the unit president.

3. ASSIGNMENT, PROMOTION, TRANSFER AND TERMINATION

- (1) The Superintendent or the Superintendent's designee may, at their discretion, assign or transfer employees to any school, department, office or other area in the district. The Superintendent shall consider the recommendations of administrators and the desires of employees, including seniority in the job classification in question, in making transfers and job assignments.
- (2) Full Time permanent and provisional employees promoted or reclassified in accordance with Civil Service Rules and Regulations, or transferred to a higher paying job title shall be placed, by lateral move, on the appropriate salary schedules unless such lateral move results in an increase of more than ten percent (10%), in which event the promoted employee shall be placed on the closest step which does not exceed a ten percent (10%) increase. In no case shall those promoted receive less than a \$100.00 increase. There will be no loss of accumulated sick leave or *in* vacation entitlement.
- (3) Employees temporarily transferred to a higher paying job title for a continuous period in excess of fifteen (15) work days shall beginning with the sixteenth (16th) work day, be paid at the rate of the higher paying job title, the amount to be prorated where applicable.

4) Termination

- (a) Where reasonably possible and absent unusual circumstances, employees who have been employed in the school district for one (1) year or more shall be sent written notice of termination of employment (except termination for cause) by April 15th.
- (b) Where such written notice is not reasonably possible or where unusual circumstance have intervened, written notice of termination shall be sent at least thirty (30) days in advance of termination.
- (c) Employees sent termination notice as set forth in (a) and (b) above, may be reassigned to do other work during the period following notice. Such work may be at different locations within the school district and outside of job classification, if, in the opinion of the administration, work is not available within job classification, but such relocation or out of classification assignment shall be at the rate of pay for the employee's regular job classification.

The school district shall endeavor to follow seniority for purposes of layoff within each job classification so that the last person hired in each classification shall be the first to be let go, provided that in the opinion of the Superintendent of Schools the senior employee has skills for the performance of the remaining jobs equal to those of the junior employee.

4. TELEPHONE REIMBURSEMENT

Upon prior approval of the principal, employees who volunteer therefore may call substitute teachers from home. Such employees shall be reimbursed as follows:

- (1) Eleven dollars (\$11.00) per month if employed in a school with a faculty and staff of twenty four (24) persons or less.

- (2) Seventeen and one-half dollars (\$17.50) per month if employed in a school with a faculty and staff of twenty five (25) to forty nine (49) persons.
- (3) Twenty three dollars (\$23.00) per month if employed in a school with a faculty and staff of fifty (50) or more persons.
- (4) The amount due hereunder shall be paid in two (2) equal installments on the last working day in the months of January and June.

5. TERMINATION AND LAYOFF - NON COMPETITIVE AND LABOR CLASS EMPLOYEES

After termination or layoff, non competitive class employees with less than five (5) years continuous service, and labor class employees may appeal to the Superintendent of Schools, or the Superintendent's designee, whose determination shall not be subject to further review in any forum.

6. WORK YEAR, WORK DAY AND OVERTIME PAY

The work year shall be:

- (a) Twelve (12) months,
- (b) Ten and one-half (10 1/2) months,
- (c) Ten (10) months.

The work year for twelve (12) month employees shall begin July 1, and terminate on and include June 30 of each school year.

The work year for ten and one-half month employees shall begin on September 1, and terminate on and include June 30 of each year and in addition each employee shall work a total of eleven (11) days during July and August.

The work year for ten (10) month employees shall begin on September 1, and terminate on and include June 30 of each school year.

The customary work week shall consist of thirty five (35) hours (excluding lunch), and the customary work day shall consist of seven (7) hours (excluding lunch). Employees shall be entitled to a daily lunch period of one (1) hour, and one fifteen (15) minute coffee break each day. From July 1 through August 15, full time clerical personnel will be required to work a 32 1/2 hour week (excluding lunch).

The district may require that employees work in excess of seven (7) hours per day or thirty five (35) hours per week. In such event employees will be paid at the regular hourly rate up to forty (40) hours per week and at one and one-half (1 1/2) times the regular hourly rate for work in excess of forty (40) hours per week. Employees who have worked at least thirty five (35) hours during the week Monday through Friday shall receive time and one-half (1 1/2) pay for work performed on Saturdays, Sundays, or holidays. Work performed on Saturdays, Sundays or holidays shall otherwise be paid at straight time. Paid holidays falling within a workweek shall be considered as time worked.

Employees working a ten (10) or a ten and one-half (10 1/2) month work year who are required to work prior to September 1 or after June 30 shall be paid therefore at a rate of 1/210th of their ten (10) month annual salary for each additional day worked. Administrators shall endeavor to schedule such additional work continuously.

ARTICLE XXX: MANUAL EMPLOYEES

1. ASSIGNMENT, PROMOTION, TRANSFER AND TERMINATION

- (1) All openings for full time promotional positions and other full time positions shall be posted in each building, and a copy sent to the unit president.

It shall be the guiding philosophy that the interests of the school system are best served by obtaining the most qualified person available to fill each position. When, in the opinion of the Board of Education all factors are substantially equal, preference will be given to qualified applicants already employed in the school district.

- (2) Full time permanent and provisional employees promoted or reclassified in accordance with Civil Service rules and

regulations, or transferred to a higher paying job title shall be placed, by lateral move, on the appropriate salary schedules unless such lateral move results in an increase of more than ten percent (10%), in which event the promoted employee shall be placed on the closest step which does not exceed a ten percent (10%) increase. In no case shall those promoted receive less than a \$100.00 increase. There shall be no loss of accumulated sick leave or in vacation entitlement.

- (3) Employees temporarily transferred to a higher paying job title for a period in excess of fifteen (15) work days, shall beginning with the sixteenth (16th) work day be paid at the rate of the higher paying job title, the amount of pay to be prorated where applicable.
- (4) Employees transferred to a lower paying position shall continue to be paid the higher rate of pay of the old position. Thereafter, no salary increment or increase shall be paid until accumulated increments exceed the higher rate of pay in effect at the time of transfer. There shall be no loss in accumulated sick leave or vacation entitlement.
- (5) The school district shall endeavor to follow seniority for purposes of layoff within each job classification so that the last person hired in each classification shall be the first to be let go, provided that in the opinion of the Superintendent of Schools the senior employee has skills for the performance of the remaining jobs equal to those of the junior employee.

2. WORK YEAR, WORK DAY AND OVERTIME PAY

The work year shall be:

- (a) Twelve (12) months,
- (b) Ten (10) months.

The work year for twelve (12) month employees shall begin July 1, and terminate on and include June 30 of each school year.

The work year for ten (10) month employees shall begin September 1, terminate on and include June 30 of each school year.

An employee working ten (10) months who is required to work prior to September 1 and after June 30 shall be paid additionally for such extra work assignment at a rate equal to 1/210th of a ten (10) month annual salary for each additional day worked.

The customary work week, Monday through Friday, (except Security Personnel whose customary work week shall consist of forty (40) hours, Monday through Sunday), (excluding lunch), and the customary work day shall consist of eight (8) hours (excluding lunch). Employees shall be entitled to a daily lunch period of one (1) hour. The foregoing shall not include custodial employees on the second and third shifts who shall continue to work the same hours per week as presently but these employees shall not leave their work stations for meals or for coffee breaks. The employees shall be granted a total of ten (10) minutes to prepare for lunch. At the conclusion of the lunch period, the employees shall immediately resume their work at the job site.

Employees who are classified Custodians, Maintenance Workers and Groundskeepers will work eight (8) hours a day. During the period commencing July 1 and ending August 15, these classified employees shall reduce their lunch period from one (1) hour to one-half (1/2) hour, and the work day will end one-half (1/2) hour earlier than during the rest of the year.

Full time Security Personnel who are required to work on a holiday, as part of their regularly scheduled work day, shall be granted compensatory time off on a one-for-one basis (rather than on a premium basis).

The district may require that employees work in excess of eight (8) hours per day or forty (40) hours per week. Employees will be paid their regular hourly rate up to forty (40) hours per week; and at one and one-half (1 1/2) times their regular hourly rate for work in excess of forty (40)-hours per week, whether such overtime work is required or voluntary. Employees required to work on (1) a Saturday which is not part of the customary work week, or (2) a Sunday or holiday which is not part of the customary work week shall be guaranteed a minimum of one and one-half (1 1/2) hours of work. When employees are directed to change their normal working hours, they will receive a differential in pay. However, they must work at least five (5) days under the adjusted schedule to receive the differential in pay.

Employees will be provided one (1) fifteen (15) minute break period during the day. Should it be necessary, no more than one person shall leave the premises to secure food or beverage for all others.

Employees required to make building checks during a Saturday, Sunday or holiday will be paid at the rate of one and one-half (1 1/2) of their regular hourly rate for each hour worked. No building check is to be made if the building is occupied or scheduled to be occupied and an employee is assigned for duty.

It is agreed that with the exception of building checks, overtime will be rotated within the buildings.

There shall be a minimum of a three (3) hour call-in pay for any employee who is called in to do work outside of a regular shift, provided that such time spent on such call-in work shall not precede or follow the employee's regular shift.

Bus drivers shall receive two and one-half (2 1/2) hours call-in pay.

3. UNIFORMS

The district shall provide each manual employee with three (3) uniforms per year; every second year the district shall furnish one (1) uniform jacket for each manual employee. The parties agree that all manual employees furnished uniforms shall be required to wear the uniform during all hours of employment. It shall continue to be the responsibility of employees furnished uniforms to clean and care for such uniforms. A total of six (6) fire safety uniforms to be provided for each mechanic.

4. SENIORITY

- (1) In filling vacancies, seniority shall be measured by length of continuous uninterrupted employment in the district in a craft or job classification.
- (2) Seniority shall govern transfers and shift assignments when ability and qualifications of employees are equal. Employees who desire a transfer or a change in shift assignment shall apply thereof in writing to the Personnel Office. Applications on file with the Personnel Office must be renewed in writing by the applicant on each succeeding September 1st and February 1st. Should an applicant be offered a transfer or a new shift assignment and should he fail to accept same, he shall be dropped to the bottom of the transfer list. Should the employee fail to accept two (2) consecutive offers, he shall be ineligible for either a transfer or a new shift assignment for one (1) year following the second refusal.
- (3) The district may hire substitutes for absentees from its own substitute list. Only if it is unable to do so shall the district then be required to fill vacancies from among the employees assigned to a particular building in which the vacancy occurs, or from a district-wide overtime list, as provided below:

Overtime shall be rotated among employees not assigned to a particular building by seniority when ability and qualifications are equal. The determination of ability and qualifications is to be the responsibility of the Superintendent or Superintendent's designee. Employees assigned to a particular building shall have overtime rotated within each particular building by seniority when ability and qualifications are equal. After all full time employees assigned to a particular building have been given the opportunity to perform overtime work and have declined the overtime work, the following program shall be followed:

- (i) A district-wide overtime list shall be established by job classification.
 - (ii) The overtime list shall be composed of employee volunteers who shall be listed within job classification in order of district-wide seniority.
 - (iii) CSEA shall designate a representative and shall give his / her name to the Superintendent or the Superintendent's designee.
 - (iv) The CSEA representative shall be afforded a reasonable time to fill the overtime position, from the district-wide overtime list within applicable job classifications.
 - (v) Should the CSEA representative be unable within a reasonable time to fill the overtime position then the District shall have an unrestricted right to fill the position with either full or part-time employees.
- (4) The district shall establish and maintain up-to-date seniority lists which shall be made available to CSEA and centrally posted. New employees shall be added to the seniority list upon completion of their probationary period.
 - (5) Full-time employees, excluding bus drivers, shall be given preference over part-time employees to perform work on a premium day when ability and qualifications are equal.
 - (6) The Superintendent or the Superintendent's designee shall have the right to assign, when necessary, working section chiefs to supervise overtime work regardless of their position on the overtime list.

5. TERMINATION AND LAYOFF - NON COMPETITIVE AND LABOR CLASS EMPLOYEEES

After termination or layoff, non-competitive class employees with less than five (5) years continuous service, and labor class employees may appeal to the Superintendent of Schools, or the Superintendent's designee, whose determination shall not be subject to further review in any forum.

6. PRIOR EXPERIENCE (Custodial, Grounds & Security)

At the discretion of the Superintendent, credit for previous experience will be granted. In no case will that credit, which is granted, be less than one (1) year's credit for each two (2) years experience in school employment, or one (1) year's credit for each seven (7) years experience in non-school employment. Credit for prior experience will be granted up to Step 4 placement. The District may grant additional credit at their discretion.

ARTICLE XXXI: TRANSPORTATION

1. All employees hired after May 21, 1998 shall be hired and paid on an hourly basis regardless on the number of hours assigned per day.
2. Work year for all new employees hired after May 21, 1998 shall be the school year plus three (3) weeks between July 1st and August 31st, at the District's discretion and direction; however, current employees shall have the pick of summer runs prior to assignment of new employees.
3. Absent an agreement between the District and the employee, all hourly employees shall work a schedule which shall include a maximum of two (2) shifts with a maximum break between shifts of four (4) hours excluding unpaid meal break.
 - a) Shifts may begin any time after 6 AM and run through 8 PM.
 - b) Saturday shifts may be created.
4. The transportation supervisor may change run assignments after meeting with the driver and union representative, and citing reason(s) for the change. Any change made shall thereafter be subject to a hearing before the Superintendent or the Superintendent's designee whose determination shall be final and not subject to review in any forum.
5. For any run(s), if there are no volunteers or other available drivers, the District may assign the run(s) in reverse order of seniority.
6. For each September, all available runs shall be posted and all drivers and chaperones shall make run selections on the basis of seniority. For up to five (5) business days after this initial posting, any change in these runs shall be subject to re-selection on the basis of seniority. Seniority lists shall be maintained and provided by the union.
7. The District may contract out work in the transportation department provided that no employee who is employed as of the ratification date of this agreement shall be laid off as a result of said contracting out.
8. There shall be a minimum of a two and one half (2 1/2) hour call-in pay for any bus driver who is called in to do work outside of their regular shift, provided that such time spent on such call-in work shall not precede or follow the employee's regular shift.
9. All athletic / late bus runs or any additional overtime will be offered on a rotating basis by seniority through the entire list of all full time and hourly bus drivers before commencing through the list again with the most senior full time driver.
10. Up to date seniority lists will continue to be posted in the transportation office. The order shall be kept in such a manner as to show 12 month drivers, 10 month drivers and part-time drivers in that sequence. The supervisor of transportation shall use these lists for run selection prior to each school year. In addition, it will be used as a guide to designate drivers for other than regular runs such as mid-day, field trips and athletic trips.
11. After termination or layoff, non-competitive class employees with less than five (5) years continuous service, and labor class employees may appeal to the Superintendent of Schools, or the Superintendent's designee, whose determination shall not be subject to further review in any forum.

12. At the discretion of the Superintendent, credit for previous experience will be given. In no case will that credit, which is granted, be less than one (1) year's credit for each two (2) years experiences in school employment, or one (1) year's credit for each seven (7) years experience in non-school employment. Credit for prior experience will be granted up to Step 4 placement. The District may grant additional credit at their discretion.

ARTICLE XXXII: TEACHER AIDES

1. As soon as practicable, and under normal circumstances not later than ten (10) days prior to the beginning of the school year, full time teacher aides shall be notified of assignments for the following school year. Should abnormal circumstances or conditions arise (i.e. death, resignation, leave of absence, unanticipated change in enrollment) assignments may be changed to meet the situation. Teacher aides affected thereby shall be promptly notified of the change.

There shall be no permanent involuntary transfer of a teacher aide without prior notice to such teacher aide and an opportunity upon request for such teacher aide to consult with the Superintendent or the Superintendent's designee concerning the reasons for such permanent involuntary transfer.

2. The school district shall endeavor to follow seniority for purposes of layoff within each job classification so that the last person hired in each job classification shall be the first to be let go, provided that in the opinion of the Superintendent of Schools the senior employee has skills for the performance of the remaining jobs equal to those of the junior employee.

After termination or layoff, non-competitive class employees with less than five (5) years continuous service, and labor class employees may appeal to the Superintendent of Schools, or the Superintendent's designee, whose determination shall not be subject to further review in any forum.

3. Each district sponsored in-service course, out-of-service course or college course must be approved, in advance, by the Assistant Superintendent for Instruction, and successfully completed by a teacher aide in order to count as one (1), or more, college credits toward the sixty (60) college credits required for placement on the Teacher Aide II salary schedule.

4. Teacher Aides hired prior to May 21, 1998 and paid on the Teacher Aide I and I-R salary schedules, after completing ten (10) years of service, will thereafter be placed on the Teacher Aide II salary schedule. Such placement shall be made by lateral move on the salary schedule

5. No teacher aide shall be required to participate in an overnight program. Such participation shall be voluntary, and compensation shall be at the regular rate plus \$20.00 for each night away from home.

6. Subtractions from a full time teacher aide's annual salary on account of excess absences or for other appropriate reasons shall be at the rate of 1/200th of the base salary for each day of subtraction.

7. Full time teacher aides shall be entitled to fringe benefits consisting of those for ten (10) month employees.

Teacher Aides who work in a program during the summer months of July and August shall be paid at the hourly rate as shown on the Post 5/21/98 salary schedule for hourly employees.

9. At the discretion of the Superintendent, credit for previous experience will be granted. In no case will that credit, which is granted, be less than one (1) year's credit for each two (2) years experience in school employment, or one (1) year's credit for each seven (7) years experience in non-school employment. Credit for prior experience will be granted up to Step 4 placement. The District may grant additional credit at their discretion.

WORK YEAR, WORK DAY AND OVERTIME PAY

1. Work time conforms to teacher's hours, but not more than thirty (30) hours of assigned duties weekly. Teacher Aide school assignment begins the first day school is in session and ends on the last day of school attended by the pupils. Teacher Aide work assignment and payday schedule shall conform to the teachers.
2. Full time Teacher Aides will be guaranteed a paid workday of six (6) hours.

3. Time worked in excess of six (6) hours of assigned duties per day shall be accumulated, and in full hourly segments, shall be repaid in compensatory time within ten (10) days of the demand for same having been submitted to the building principal with supporting documentation. In the event such compensatory time is not given within ten (10) days thereafter, payment for such overtime shall be made at time and one-half (1 1/2) the hourly rate.
4. Teacher Aides work year shall be 183 days. Full time Teacher Aides salary is based on a 200 day work year inclusive of all holidays. Full time Teacher Aides shall work the teacher calendar.

ARTICLE XXXIII: REGISTERED AND LICENSED PRACTICAL NURSES

1. Registered nurses and Licensed Practical nurses will be paid on an annual basis computed as follows: six and one-half (6 ½) hours per day. Registered Nurses and Licensed Practical Nurses work year shall be 183 days. Registered nurses and Licensed Practical nurses salary is based on a 200 day work year inclusive of all holidays. Registered nurse and Licensed Practical nurses shall work the teacher calendar.
2. Registered Nurses and Licensed Practical Nurses shall be paid an annual salary that shall be conformed to the teacher work year and payday schedule. They shall receive a written salary statement which shall set forth the annual salary for the ensuing year.
3. Full time Registered Nurses and Licensed Practical Nurses shall be entitled to fringe benefits granted to ten (10) month employees.
4. After termination or layoff, non-competitive class employees with less than five (5) years continuous service, and labor class employees may appeal to the Superintendent of Schools, or the Superintendent's designee, whose determination shall not be subject to further review in any forum.
5. Full time Registered Nurses having a Bachelor's Degree shall receive a salary differential of \$2,500 annually, commencing during the next school year following that during which the degree is awarded.
6. Registered Nurses and Licensed Practical Nurses who work in a program during the summer months of July and August shall be paid at the hourly rate for said nurses as shown on the Post 5/21/98 salary schedule for hourly employees.
7. At the Discretion of the Superintendent, credit for previous experience will be granted. In no case will that credit, which is granted, be less than one (1) year's credit for each two (2) years experience in school employment, or one (1) year's credit for each seven (7) years experience in non-school employment. Credit for prior experience will be granted up to Step 4 placement. The District may grant additional credit at their discretion.

ARTICLE XXXIV: SCHOOL MONITORS*

(* Previously School Assistants)


1. Full time School Monitors will be paid on an annual basis computed as follows: six and one-half (6 ½) hours per day. Full time School Monitors salary is based on a 200 day work year inclusive of all holidays. School Monitors shall work the student calendar.
2. Full time School Monitors will be paid an annualized salary that shall be conformed to the teacher work year and payday schedule. They shall receive a written salary statement which shall set forth the annual salary for the ensuing year.
3. After termination and layoff, non-competitive class employees with less than five (5) years continuous service, and labor class employees may appeal to the Superintendent of Schools, or the Superintendent's designee, whose determination shall not be subject to further review in any forum.

ARTICLE XXXV: DURATION OF AGREEMENT

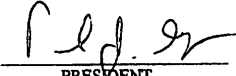
The term of this agreement shall be for five (5) years. This agreement shall be effective as of July 1, 2002 and continue in full force and effect through June 30, 2007.

IN WITNESS THEREOF, the parties hereunto set forth their hands and seals this 23rd day of JANUARY in the year 2003.

Ratified by the General Membership on May 13, 2002, and the Board of Education on July 2, 2002.



PRESIDENT
Levittown Unit #7551
Civil Service Employees Assoc.



PRESIDENT
Board of Education
Levittown Public Schools

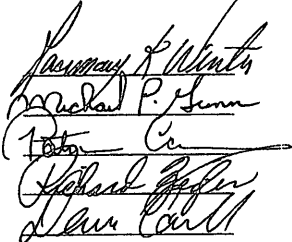


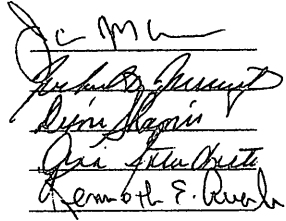
LABOR RELATIONS SPECIALIST
Civil Service Employees Assoc.



SUPERINTENDENT OF SCHOOLS
Levittown Public Schools

WITNESSED BY:





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