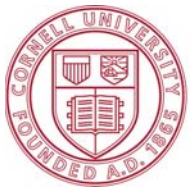

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Contract Database Metadata Elements

Title: **Center Moriches Union Free School District and Center Moriches Office Staff Association (1998)**

Employer Name: **Center Moriches Union Free School District**

Union: **Center Moriches Office Staff Association**

Local:

Effective Date: **07/01/98**

Expiration Date: **06/30/02**

Number of Pages: **17**

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Center Moriches Ufsd And Center
Moriches Office Staff Assn

AGREEMENT

CENTER MORICHES OFFICE STAFF ASSOCIATION

AND

BOARD OF EDUCATION

CENTER MORICHES UNION FREE SCHOOL DISTRICT

CENTER MORICHES, NEW YORK

JULY 1, 1998 TO JUNE 30, 2002

RECEIVED
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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

13

OFFICE STAFF ASSOCIATION

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CENTER MORICHES OFFICE STAFF ASSOCIATION

PREAMBLE

In order to effectuate the provisions of Chapter 392 of Laws of 1967, Public Employees' Fair Employment Law Article 14 of the Civil Service Law, and to encourage effective and harmonious working relationships between the Center Moriches Board of Education and the Center Moriches Office Staff Association, in order that the cause of public education may best be served in Center Moriches, THIS AGREEMENT IS MADE AND ENTERED INTO on the first day of July 1998, by and between the Board of Education and the Center Moriches Office Staff Association.

ARTICLE 1 - DEFINITIONS

As used in this Agreement:

A. The term "Board" shall mean the Board of Education, Center Moriches Union Free School District.

B. The term "Association" shall mean the Center Moriches Office Staff Association.

C. The terms "Office Staff Member" shall mean all full-time or part-time certified (Civil Service) personnel included in the negotiating unit.

D. "Administrative Level" shall mean the positions of principal or other full-time supervisory positions.

ARTICLE 2 - RECOGNITION

The Center Moriches Board of Education, having determined that the Center Moriches Public Schools Office Staff Association is supported by a majority of the clerical employees in a unit composed of all office staff members except the secretary to the Superintendent and the secretary to the Business Manager, hereby recognizes the Center Moriches Office Staff Association as the exclusive negotiating agent for the clerical workers in such unit. Such recognition shall extend until one hundred twenty (120) days prior to the next Annual Meeting. The Board agrees not to negotiate with any other office staff organization other than the Association for the duration of this agreement.

ARTICLE 3 - DUES DEDUCTION

A. The Board agrees to deduct from the salaries of its office staff members dues for the Center Moriches Office Staff Association, the New York State United Teachers, and the American Federation of Teachers, as said employees individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the Association. Authorization shall be in writing in the form mutually agreed upon, with the Association accepting the responsibility for the collection and forwarding of these forms. These shall be the only choices for dues deduction.

B. The Association shall certify to the Board in writing the current rate of the membership dues of the Associations named in Section A above. The Association shall give the Board thirty (30) days' written notice prior to the effective date of any change. In no event shall the rates of membership dues be changed during the year for which they are established.

ARTICLE 3 - DUES DEDUCTION, cont'd

C. Deductions referred to in Section A shall be made in equal installments from the September through June. The Board shall not be required to honor for deduction any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.

D. One (1) week prior to the distribution of the payroll from which deductions will begin, the Board shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for the Associations named in Section A. Personnel hired after the dues deduction has begun shall be entitled to dues deductions for the remainder of the period.

E. The Board agrees that it shall not accord dues deductions or similar check-off rights to any other employee organization.

F. Dues deductions shall be automatic once the authorization is given by the employee until such authorization is withdrawn. Two (2) weeks' notice must be given to the Business Office if such authorization is to be withdrawn.

ARTICLE 4 - EFFECTIVENESS

The terms herein set forth constitute all the terms negotiated, and shall be applicable from July 1, 1998, to June 30, 2002, the term of this Agreement.

ARTICLE 5 - AMENDMENTS

This Agreement shall not be amended during the term of this Agreement unless all parties mutually agree thereto.

ARTICLE 6 - OFFICE STAFF ASSOCIATION RIGHTS

A. The Board and the Association have the right to request and receive from each other, within a reasonable period of time, information, statistics, and records relevant to negotiations or necessary for the proper administration or enforcement of this Agreement which are not of a confidential nature and not readily available to the requesting party.

B. Whenever the Board or its representatives begin consideration of the proposed school budget for the coming year, notice shall be given to the Association, and opportunity shall be given the Association for a consultation on items of mutual interest.

ARTICLE 6 - OFFICE STAFF ASSOCIATION RIGHTS, cont'd

C. The Superintendent and representatives of the Association shall meet twice (2) a year at regularly scheduled intervals to discuss matters concerning the implementation of this Agreement and other matters of mutual concern. The first meeting shall be held during the latter part of September or the first part of October. The date for the remaining meetings shall be set at this meeting. Additional special meetings may be held to cope with special or emergency situations as the need arises.

D. When there are items, known in advance or appearing on the agenda of Board meetings, which may be reasonable expected to lead to action on matters of consequence to or directly affecting the Association, reasonable prior notice shall be given to the Association. The President of the Association or a designated representative shall have the right to attend all public Board meetings.

E. The Association, as the exclusive representative of the Office Staff, upon advance written request to the Board, shall be given a reasonably early place upon the agenda of public Board meetings. The President of the Center Moriches Office Staff Association or his/her representative shall have the right to inspect the minutes of the Board of Education and request copies of specific sections of the minutes.

F. No existing Board policies, instructions, or handbooks shall in any way limit the rights granted the Association in this Agreement. This Agreement shall not be interpreted or applied to deprive the office staff employees of benefits heretofore enjoyed unless expressly stated herein.

G. The Association shall have the use of school buildings, facilities and equipment, provided that such use shall not interfere with regular school operations and shall be approved in the normal manner provided for in school district policy.

H. If an office staff employee is reprimanded, warned or otherwise disciplined by his/her supervisor for any infraction of rules or delinquency in professional performance, s/he shall have the right to discuss the matter further with his/her supervisor in the presence of a duly authorized representative of the Association. No office staff member employee will be reprimanded, warned, or otherwise disciplined except according to Section 75 of the Civil Service Law.

I. The Association shall have the right to post notices of its activities and matters of Association concern on appropriate bulletin boards. Announcements of meetings may be listed in school activity bulletins, and the public address system may be used for announcing the time and place of meetings, if necessary.

ARTICLE 7 - GRIEVANCE PROCEDURE

The grievance procedure for employees shall be as follows:

The grievance procedure shall be used as a last resort in resolving employee problems. It is understood that before resorting to this procedure, every attempt shall be made to resolve conflicts and difficulties through discussion between the parties concerned, in an atmosphere which is both considerate and fair. However, the Board recognizes that when such attempts are not successful and a real grievance exists, the formal machinery of this procedure shall be brought to bear in the solution of the problem.

1. This grievance procedure shall be available to all employees, groups of employees, or the Association, who believe themselves aggrieved by school board policy, administrative interpretation of policy or administrative decisions.

2. Employees utilizing this procedure shall be free from coercion, interference, restraint, discrimination, or reprisal of any kind.

3. Employees shall be entitled to representation by any designated person or persons during any phase of this procedure.

4. This procedure shall not be used as a method of formulating policy, changing rules or regulations, or circumventing provisions of state statutes relating to tenure, retirement, compensation, or disciplinary proceedings.

5. Copies of all written material, such as documented grievance statements, appeal requests, and decisions rendered, shall be filed with the Clerk of the Board of Education immediately after they have been served or issued.

6. No grievance shall be heard and/or processed unless the employee has proceeded to Step 1 within thirty (30) working days after the occurrence of the event grieved or within thirty (30) working days after the employee should have known of its occurrence.

STAGE ONE

An employee shall present a written statement of the grievance to his/her immediate supervisor, outlining and documenting the basis of the complaint. The immediate supervisor shall acknowledge receipt of the statement and answer it with a written statement within 48 hours of said receipt, giving his/her resolution of the stated grievance.

STAGE TWO

If the grievance has not been resolved as a result of the action taken in Stage One, the employee may request in a written statement, a review by the Superintendent of Schools. This request shall be made within seven (7) days after the receipt of the decision reached in Stage One. A formal hearing shall be granted
within seven (7) days of the receipt of the fully documented appeal statement, and a written decision rendered and delivered to the employee within 48 hours after such hearing.

STAGE THREE

If the grievance has not been resolved as a result of the second stage, the employee may request, in a written statement, a review of the determination of the Superintendent of Schools by the Board of Education. This appeal shall be served on an officer of the board within seven (7) days following the rendering of the decision in Stage Two. If so requested in the appeal, the Board will hold a formal hearing within fourteen (14) days. A decision of the Board shall be made known no later than seven (7) days following said hearing.

ADVISORY ARBITRATION

A. Any grievance as defined in Subsection 1 above, which is not settled through the grievance procedure, may be submitted by the Association to advisory arbitration, provided that the Association notifies the Superintendent of Schools within ten (10) school days from the date of receipt of the written denial of the grievance in Stage Three. If no such notice is received by the Superintendent of Schools within (10) school days, the grievance shall be considered automatically settled on the basis of the decision given in Stage Three.

B. The Association and the Superintendent may agree upon a mutually acceptable arbitrator. If they are unable to agree, the grievance may be submitted pursuant to the rules and procedures of the American Arbitration Association within fourteen (14) days of such impasse.

C. The arbitrator shall be limited to ruling on grievances as defined herein above. The arbitrator shall have no power to add to, subtract from and/or supplement or modify in any way the provisions of this Agreement.

D. The arbitrator's recommendation shall be made in writing and shall be rendered within thirty (30) days after the hearings are officially closed and/or the date post-briefs are filed by either side.

ARTICLE 7 - GRIEVANCE PROCEDURE, cont'd

E. The decision of the arbitrator shall be "advisory" only, and shall be submitted to the parties. The Board of Education shall review such recommendation, and shall render its decision, which shall be final and binding, no later than thirty (30) days after the issuance of such recommendation by the arbitrator.

F. The cost of such arbitration shall be borne equally by the parties.

ARTICLE 8 - OFFICE STAFF EMPLOYMENT AND RECRUITMENT

A. Office staff employees shall be hired as per regulations of the Suffolk County Civil Service Commission.

B. All employees shall serve a probationary period of six (6) months.

ARTICLE 9 - VACANCIES

All vacancies, including promotional positions, shall be filled pursuant to the following procedure:

A. Such vacancies shall be adequately publicized, which shall mean, as a minimum, that a notice shall be posted in each school clearly setting forth a description of and the qualifications for the position, including the duties and salary. During summer vacation, notices shall be mailed to all office staff employees.

B. Such notices shall be posted or mailed as far in advance as possible, ordinarily at least thirty (30) days before the final date when applications must be submitted, and in no event less than two weeks before such date.

C. Office staff employees who desire to apply for such vacancies shall submit their applications in writing to the Board or its authorized agent within the time specified in the notice.

D. Such vacancies shall be filled on the basis of qualifications for the vacant position. However, when applicants are equally qualified, preference shall be given to office staff personnel currently employed in the Center Moriches Public Schools.

E. Promotional positions are defined as follows: positions paying a salary differential, positions on an administrative level, and any other positions of a clerical nature which come into existence during the term of the contract.

F. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex, marital status and position on the salary schedule.

ARTICLE 10 - VACATIONS

A. Vacation allowances from the date of employment shall be as follows:

0 - 3 years	7 hrs. per month
3+ - 5 years	8 hrs. per month
5+ - 8 years	9 hrs. per month
8+ - 10 years	11 hrs. per month

B. Vacations shall be taken with the approval of the Superintendent.

C. Up to 200 hours of vacation time may be accrued. Employees shall be compensated for hours in excess of 200.

D. up to 4 days of vacation time may be taken as emergency leave without prior approval (notification is required).

ARTICLE 11 - SUMMER SCHOOL CLOSING

A. The Board of Education may closed the school facility for a two-week period during July and August, at which time all employees will be scheduled for a 10-day vacation period.

B. Additional vacation time accrued by the employee may be taken at any time of the year, with preference given for seniority. Only one member of the staff may take a vacation at any one time during the regular school year.

C. Employees covered by this agreement may exercise the option of taking vacation time beyond ten (10) days as extra pay in lieu of time off, at the rate of one day's pay for each vacation day given up.

D. Holidays occurring during the vacation period shall not be charged against accrued vacation time.

E. The Superintendent retains the right to assign one (1) employee to duty during the summer closing for general clerical duties. Any employee so assigned shall be permitted to take his/her vacation at another time, with the approval of his/her supervisor.

ARTICLE 12 - WORKING HOURS AND DAYS

A. The normal work week shall be five (5) days.

B. The normal work day, when school is in session, shall be seven (7) hours, exclusive of the lunch hour, as scheduled by the Superintendent.

ARTICLE 12 - WORKING HOURS AND DAYS, cont'd

C. The normal workday when school is not in session for either students or faculty shall be 8 am to 1:15 pm on 40 days when school is not in session, for a total of ten (10) hours. The first preference for the scheduling of these days shall be in the summer; the remaining shall be scheduled with the agreement of the Superintendent and the Center Moriches Office Staff President.

D. During the five (5) working days following closing of school and five (5) working days preceding opening of school, employees shall work an additional two (2) hours per day for each day of said weeks, thereby increasing the workday from five (5) hours per day to seven (7) hours per day.

E. The operation of a summer school program shall not affect the implementation of this Article during July and August.

F. Work beyond regularly scheduled hours shall be compensated by overtime pay at time and one-half or compensatory time off at time and one-half upon mutual agreement between the employee and the Superintendent.

ARTICLE 13 - LEAVE POLICY

A. Eighteen (18) days will be allowed for sick leave each year, five (5) of which may be used for illness in the immediate family. The total unused portion of sick leave days shall be accumulated each year until a total of two hundred (200) days has been reached.

B. Three (3) days of leave shall be allowed (on a non-cumulative basis) in the event of a death in the immediate family.

C. The Board may grant leaves of absence without pay to office staff employees requesting them. The conditions of such leaves shall be determined by mutual agreement between the Board and the employee.

ARTICLE 14 - INSURANCE

A. In the event the Center Moriches Teachers Association negotiate any improved health insurance benefits, the Center Moriches Office Staff Association shall be entitled to said improvements amended to this contract from the first date it is available to the Center Moriches Teachers' Association members.

B. The district agrees to establish a flex benefit plan for its employees by September 1, 1996.

C. The district will provide payment of 50% of the employer share of the health insurance premium to any employee who declines participation in the health insurance program. Such declination to

ARTICLE 14 - INSURANCE, cont'd

be on an annual basis and such payment not to be considered as salary and to be made in a lump sum payment before December 31 each year.

ARTICLE 15 - ADMINISTRATIVE ROUTINES

Changes in existing administrative routines or operational rules which directly affect the functioning of office staff employees shall be developed in consultation with the Association.

ARTICLE 16 - EVALUATIONS

Office staff employees shall be given a copy of any official, written evaluation report presented by their supervisors and shall have the right to discuss such report with their supervisor before it is forwarded to the central administration or placed in their files. The employee may attach a response to any negative material that is placed in the file.

ARTICLE 17 - MISCELLANEOUS AND GENERAL PROVISIONS

A. This Agreement constitutes Board and Association policy for the term of said Agreement, and the Board and Association agree to carry out the commitments contained herein and given them full force and effect as policy. The Board and

Association shall amend previously adopted policies and take such other action as may be necessary to bring said policies into conformity with the provisions of this Agreement.

B. Copies of this Agreement shall be printed at Board expense and a copy given to every office staff employee now employed or hereafter employed by the Board. The Association shall receive five (5) copies of this Agreement for its files and to assist in the implementation of the Agreement.

C. If any provision or application of this Agreement or any application of this Agreement to any employees or group of employees shall be found contrary to law, then such provision or application shall be deemed invalid; but all other provisions or applications shall remain valid and continue in full force and effect for the life of the Agreement. The invalidation of any section of this Agreement shall not invalidate the Agreement.

D. As required by Section 204-a of the Civil Service Law, the following is added to this Agreement: It is understood and agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 18 - OFFICE STAFF FACILITIES

A. As part of any plan for new construction which may be contemplated, the Board agrees to consult with the Association in planning for providing adequate facilities for office purposes.

B. Adequate portions of the parking lots shall be reserved and designated for employee parking.

C. No office staff member shall be required to be present on or in the school premises alone unless arrangements have been made to insure that there shall be concurrently on the premises a member of the regular custodial, teaching or supervisory staff of the school. The location of such personnel shall be made known to the office staff member upon entering school.

ARTICLE 19 - PROFESSIONAL IMPROVEMENT

A. The Board shall reimburse office staff employees for expenses incurred while attending approved conferences, workshops or meetings. Reimbursement shall be made upon presentation of the proper receipts and reports.

B. Attendance at workshops, conferences or meetings designed to improve the quality of work of the members of the office staff shall be in accordance with the existing policy of the Board. The Association may make recommendations concerning the selection of employees for these privileges.

C. Whenever economically feasible and administratively possible, the school vehicle shall be made available for attending such programs. Office staff employees using their own vehicles shall be reimbursed as provided for in Board policy.

D. Reports on attendance at conferences underwritten by the Board shall be filed with the Superintendent within one (1 week after return from the conference by the person or persons in attendance.

E. Whenever such meetings, conferences, workshops or programs are of a periodic and continuing nature, copies of the minutes of such meetings may be submitted in lieu of reports covered in Part D.

F. Employees will be reimbursed for tuition for college, BOCES and/or SCOPE courses at the maximum rate of $60 per credit hour. The employee must obtain the prior approval or the Superintendent. all courses must be job-related or enable an employee to qualify for a higher job title.

ARTICLE 20 - SALARIES & LONGEVITY

A. Annual salaries shall be increased as follows:

7/01/98 - 2%
7/01/99 - 2.25%
7/01/2000 - 2.3%
7/01/2001 - 2.5%

B. Part-time employees shall receive a pro-rata wage increase based on the above figures.

C. Longevity increases shall be awarded as follows:

$300 following two (2) years of service in the District

$300 following three (3) years of service in the District

$300 following four (4) years of service in the District

$325 following five (5) years of service in the District

$350 following six (6) years of service in the District

$350 following seven (7) years of service in the District (effective 7/1/99)

$350 following eight (8) years of service in the District

$375 following ten (10) years of service in the District

$400 following twelve (12) years of service in the District

The increases above shall be part of the employee's annual base salary.

D. The Board reserves the right to hold at the same amount of salary any covered employee whose performance is judged to be below acceptable standards.

E. Employees with the following attendance for the year will be eligible for a bonus as follows:

Perfect attendance	-	$150
One day absence	-	100
Two days absence	-	50

ARTICLE 20 - SALARIES AND LONGEVITY, cont'd

E. Entry-level salaries shall be as follows:

	7/01/98	7/01/99	7/01/2000	7/01/2001
Driver/Messenger	$19,618	$20,059	$20,520	$21,033
Clerk-Typist	21,897	22,390	22,905	23,478
Stenographer	22,927	23,442	23,982	24,581
Accounts Clerk	23,335	23,860	24,408	25,019

Whenever employees are promoted to a Senior title of their respective classification, they shall receive $2,500 over and above their current salary.

Whenever employees are promoted to a Principal title of their respective classification, they shall receive $3,000 over and above their current salary.

ARTICLE 21 - SEPARATION PAY

A. Employees shall receive additional compensation upon retirement or resignation from the district, provided they have not been dismissed for cause and have served five (5) years in the District.

B. The additional compensation shall be computed as set forth below:
   1. One-half per cent (.5%) of annual base salary, as of date of separation, for each year of service in the Center Moriches School District.

   2. Forty Dollars ($40) per day of unused accumulated sick leave as of the date of separation. Sick leave is credited on July 1 of each year at the rate of eighteen (18) days for the entire school year (pro-rated for employees who leave during the school year). Effective July 1, 1999, separation pay will increase to $50 per day.

C. The additional compensation may be paid in one lump sum upon termination, or, at the option of the employee with the approval of the Board, may be paid installments up to the end of the calendar year, in accordance with retirement law.

D. At retirement, pay for all unused sick leave may, at the employee's discretion, be applied by the school district to the cost of the employee's health insurance premium.

ARTICLE 22 - HOLIDAYS

A. There shall be sixteen (16) paid holidays with a schedule to be mutually agreed upon.

B. Members of the Office Staff Association shall receive a maximum of five (5) additional days off, to be taken during the winter and/or spring recess. These days are to be scheduled by mutual consent between the Association and the Superintendent of Schools.

ARTICLE 23 - EMERGENCY SCHOOL CLOSING

A. In the event school is closed due to an emergency, such as a snow day, no member of the office staff shall be required to report to work.

B. In the event that an emergency closing of the school takes place during the normal working day, office staff employees shall be released as soon as practicable after the announcement of the closing.

C. Any additional holidays accruing to other employees of the District because of unused emergency days shall be made available to members of the office staff.

ARTICLE 24 - LENGTH OF THE AGREEMENT

This Agreement and each of its provisions shall be effective as of July 1, 1998, and shall continue in full force and effect until June 30, 2002. It is the sole and entire Agreement between the parties. If no other Agreement replaces this one on June 30, 2002, then this Agreement shall continue in full force and effect until a superseding Agreement has been agreed to.

IN WITNESS WHEREOF, the parties have set their hands and seals this 4th of Sept, 1998.

****

For the Center Moriches School District

President, Board of Education

9/4/98
Date

For the Center Moriches Office Staff Association

President, C.M.O.S.A.

8/4/98
Date