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Union: **Seaford Association of Educational Office Personnel**

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WC/6168

AGREEMENT
between
BOARD OF EDUCATION
and
SEAFORD ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL
JULY 1, 2004 - JUNE 30, 2008

RECEIVED

DEC 04 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

28

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RECOGNITION AGREEMENT

Seaford Board of Education

and

Seaford Association of Educational Office Personnel

ARTICLE I

Agreement

This Agreement made and entered into this __ day of July, 2005 by and between the Seaford Board of Education and the Seaford Association of Educational Office Personnel of Seaford Union Free School District Seaford, New York, effective July 1, 2004 and terminating June 30, 2008.

Definitions as used in this agreement:

- A. Chief School Administrator - Superintendent of Schools.
- B. Board - Board of Education, Seaford Union Free School District, Seaford, Town of Hempstead, Nassau County, New York.
- C. Association - Seaford Association of Educational Office Personnel, Seaford Union Free School District, Seaford, Town of Hempstead, Nassau County, New York.
- D. Employees - All ten and twelve month Civil Service office personnel in Seaford Union Free School District excluding Secretary to Superintendent of Schools and any other position that has been certified by PERB as confidential.
- E. Terms and Conditions - Those terms of employment and conditions of employment required by law or negotiated as "Terms and Conditions of Employment" by the Board and the Association.
- F. Legislative Body - The Board, acting in concert, in its official and public capacity.
- G. District - Seaford Union Free School District, Town of Hempstead, Nassau County, New York.

ARTICLE II

Recognition

The Board having determined that the Association is supported by the majority of the employees in

the negotiating unit, hereby recognizes the Association as the exclusive negotiating agent for all office employees, excluding the secretary to the Superintendent of Schools and any other position that has been certified by PERB as confidential.

ARTICLE III

Principles

A Employees' Right to Join or Not to Join Association

Employees covered in this negotiating unit shall have the right to join, or not to join the Association, and membership shall not be a prerequisite for employment or continuation of employment of any employees.

B. District Employees' Right in Negotiating Unit

The Association agrees to represent equally all employees without regard to membership or participation in, or association with the activities of the association and to continue to admit employees who are employed in the Seaford School District.

C. Application of Agreement

The Association and the Board agree that all "Terms and Conditions of Employment" under this agreement shall apply equally to all employees whether they are Association members or not.

D. Implementation of Agreement

This agreement shall constitute terms and conditions of employment for the duration of this agreement.

ARTICLE IV

Negotiation

A. Negotiating Teams

The Board's designated representatives, under the direction of the Superintendent, or a person or persons designated by him, will meet with representatives designated by the Association for the purpose of negotiations and reaching mutually satisfactory agreements.

B. Initiating Negotiations

The Parties agree to hold the initial session to open negotiations for a successor agreement on or about the 15th of January of the year in which the current collective agreement expires. At this session the Association shall submit its complete written proposals to the Board or its delegated representatives and simultaneously the Board shall submit its complete written proposals to the Association.

C. Negotiation Procedures

1. Board and Association representatives shall meet at mutually acceptable times and places in an effort to reach common understanding and agreement. Negotiations shall occur after the work day.

2. Both parties agree to conduct negotiations in good faith and to deal openly and fairly with each other on all matters.

3. Both parties agree to present relevant data, points of view, and make proposals and counterproposals. Each party shall make available to the other upon request, information within its possession which is not privileged under law, and which is relevant to the subject under discussion. Either party may utilize the services of outside legal and/or professional consultants.

4. Both parties agree that all negotiations will be conducted in closed session, with the exception of those participants invited by either party.

5. All agreements reached at negotiating sessions are tentative until the entire agreement is established.

6. Both parties agree to hold such additional meetings as is necessary to reach an understanding on all issues or until an impasse is reached.

7. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing and submitted to negotiations representatives of both parties for approval and presentation to Board and Association. Following approval by a majority of the Association membership and by a majority of the Board, the Legislative Body will take such action upon the recommendations submitted as are necessary to make them official.

ARTICLE V

Dues Deduction

A. The Board of Education of Seaford Union Free School District, Seaford, agrees to deduct from the salaries of its employees, dues for Seaford Association of Educational Office Personnel as said personnel individually and voluntarily authorizes the Board to deduct and to transmit the monies promptly to the Seaford Association of Educational Office Personnel monthly.

B. An employee may withdraw his/her authorization within 30 calendar days of the first day of the normal school year by giving written notice to the business office. The business office shall notify the President of the Seaford Association of Educational Office Personnel of all those employees who have withdrawn dues deduction on or before October 15th of each year.

C. Agency Fee

1. Every member of the bargaining unit who is not a member of the Seaford Association of Educational Office Personnel shall, as a condition of continuing employment, within thirty (30) days after the initial date of employment or within thirty (30) days after this section becomes effective, whichever is later, pay to the Association an agency fee; such fee shall be equal to the membership dues of the Association. Such fee shall be deducted by the District and transmitted to the union.

ARTICLE VI

Office Personnel

A. The Board and the Association each affirm that it will abide by Article XIV of the Civil Service Law.

B. Nothing contained herein shall be construed to deny or restrict to any clerical employee rights he/she may have under the New York Education or Civil Service Laws or other applicable laws and regulations. The rights guaranteed to clerical employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall be permitted to use school buildings and equipment at all reasonable hours for meetings, if same does not impede regular teaching and related usage, according to the District schedule of fees as of July 1, 1995.

ARTICLE VII

Working Conditions

A. Educational office personnel shall not work alone in a building during any period of the year. Working year for ten month employees shall be September 1st through June 30th.

B. Duty Hours:

During School Year. 8 a.m. to 4 p.m. or equivalent as specified by building principal.
8 a.m. to 3:30 p.m. on Fridays and days preceding holidays, or equivalent as specified by building principal.

Overtime: All hours worked over 35 hours per week shall be paid overtime (not compensatory time off) at time and one-half. All such overtime must be authorized in advance by the unit member's supervisor. However, to the extent that a unit member is required to work overtime in extenuating circumstances surrounding the health and safety of a child when advance notification cannot be provided, and where approval by the building administrator cannot be practically obtained, that unit member shall be eligible for overtime.

Summer Hours: 8 am. to 3 p.m. - 8 a.m. to 2:30 p.m. on Fridays and days before holidays. Summer hours will be in effect when students are not in attendance.

C. If the Superintendent of Schools declares a school holiday because the District did not utilize the "snow days" in the school calendar, clerical employees shall be given those days off.

D. Any holidays established on the school district calendar for a compensatory day or the closing of schools which shall fall within a vacation period, shall not count as a vacation day.

E. (a) Calendar - During intersession and spring vacation, only twelve month clerical staff will work two consecutive days in each of those weeks. However, in lieu of working these two days, such employees may be permitted to utilize vacation or personal leave. Workdays for the remainder of the school year will be determined by the school calendar.

E. (b) Ten month employees shall be entitled to have Election Day as a day off. Ten month employees required to work on superintendent's conference day in September shall be the paid at their regular rate of pay and shall be credited with ½ day of compensatory time.

F. Office personnel do not have to report for duty when school is closed due to inclement weather. On the second or third day, if the Superintendent opens school (with teachers attending) clerical personnel shall be required to report for duty with an administrator in attendance.

G. Other Working Conditions

1. Coffee breaks should be restricted to fifteen (15) minutes in morning and afternoon. These breaks may be combined to form a thirty (30) minute break in the morning.
2. All employees are expected to adhere to time schedules.
3. In each building arrangements must be made to cover handling of the public and the telephones at all times when school is open.
4. Vacations may be taken during the school year, provided that the vacation dates are mutually acceptable to the unit member and the immediate supervisor.
5. Vacation Plan: All employees shall have earned vacation credited on July 1st of each year in accordance with the Schedule below. Employees who have not worked a full calendar year by July 1st shall instead receive a

prorated amount of vacation credit on July 1st.

6. Seniority within the school district shall be utilized to resolve vacation scheduling conflicts within specific offices and/or departments provided that the vacation requested constitutes at least five (5) consecutive days in duration.

After completion of 1st and 2nd years of service - 2 weeks

After completion of 3rd and 4th years of service - 3 weeks

After completion of 5th year of service - 4 weeks

A ten-month employee who is employed less than two years by July 1 and becomes a twelve-month employee may not borrow vacation time.

A ten-month employee, who is employed 3-5 years by July 1, and becomes a twelve-month employee, may borrow one week the first summer and have two weeks left in their bank for the following summer.

A ten-month employee, who is employed over 5 years by July 1, and becomes a twelve-month employee, may borrow two weeks the first summer and have two weeks left in their bank for the following summer.

A ten-month employee, who will be affected by this agreement, must have the prior approval of a supervisor, unit president and Assistant Superintendent for Business.

H. The Board declares its support of a general policy of filling vacancies from within its own clerical staff. Whenever a vacancy arises or is anticipated, the Superintendent of Schools shall promptly notify the Association and solicit applications from interested clerical employees. Subject to the limitations and requirements of Civil Service Regulations, the following factors shall be considered in filling vacancies: experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors.

I. Transfers and Promotion

Transfers will be based on seniority, performance and the attendance record in accordance with Civil Service rules and regulations. A meeting between unit member and superintendent or designee will be held, if requested by unit member, to consider unit member's transfer to a new or different worksite. Final decision will be made by the superintendent based upon districtwide needs of the educational program. Whenever possible, no changes in assignment or worksite will be made without 10 working days advance notice.

J. All notice of civil service tests shall be sent to the association president and posted in a conspicuous place within each office.

K. Working out of Title

Effective July 1, 2005, employees called upon to perform work in a higher graded classification than their own for a minimum of 5 consecutive working days shall be paid an additional twenty-five (25) dollars per day beginning with the 6th day in such classification.

ARTICLE VIII

Absences and Leaves

A. Personal and/or Family Illness

Twelve month office personnel shall be provided 12 leave days each school year and ten month office personnel shall be provided ten leave days for absences due to personal and/or family illness. During an employee's first year of employment, days provided as herein described shall be earned at the rate of one day per month. All employees shall receive full salary during such absences. The unused portion of the 12 day annual sick leave shall accumulate to a maximum of 160 days and may be applied to offset deductions of absence in subsequent years. However, unused days may be accumulated to two hundred (200) days for purposes of usage and for turn in to the Retirement System for service credit. Family as used herein is defined as: father, mother, sister, brother, husband wife, son, daughter, grandchildren, mother-in-law and/or father-in-law. Medical verification may be requested after five consecutive days.

B. Personal Leave

Personal Leave as used in this Article is defined to be leave necessary to conduct personal business which cannot be conducted except during working hours such as house closing, will signing, court appearance, adoption proceeding, etc.

Three (3) days absence for personal business will be granted to twelve month employees per year. Ten month employees shall be granted 2.5 days per year. Unused personal leave days will be added to the accumulated sick leave at the end of each year. Office personnel planning to use personal leave shall notify their immediate supervisor at least one day in advance except in unusual circumstances. Such leaves may not be utilized on days immediately preceding or immediately following a holiday unless approval was received one week prior. The immediate supervisor's discretion to grant or deny such leave shall be final and binding.

*See Appendix B for Leave Form

C. Bereavement Leave

A maximum of five (5) days at full pay will be granted for each instance of death in immediate family. Immediate family is to be defined as: wife, husband, father, mother, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, son or daughter. Three days at full pay will be granted in the instance of a death of a relative of either the employee or spouse. Such absence shall not be deducted from personal leave allowance.

D. Extended Sick Leave - Major Illness

The Board of Education of the Seaford Union Free School District in recognition of the needs of the personnel for personal well-being and financial security, is sympathetic to their desire for protection during periods of prolonged illness. Therefore to help insure and sustain their satisfaction in their jobs at Seaford and to promote a bond of human understanding between the Board of Education and the employees, the following benefits are set forth. In case of major illness of a nature requiring absence of office personnel from duty over an extended period of time, the following benefits are hereinafter proscribed. Beginning with the fourth successive year of service in Seaford School system, the following number of days of absence as hereinafter described shall be allowed: After accumulated sick leave at full pay is exhausted, for each year of service beginning with the fourth successive year of service and continuing through the tenth year, one month at three-fourths (3/4) pay may be granted or accumulated for ten years. This would present a total possible accumulation of one year's allowance for absence due to personal illness as stipulated in the Analysis of Sick Leave Benefits.

ANALYSIS OF SICK LEAVE BENEFITS

<u>Years of Service</u>	<u>Sick Leave</u>
4th	Accumulated sick leave at full pay plus 4 mos. at 3/4 pay
5th	" " 5 mos. at "
6th	" " 6 mos. at "
7th	" " 7 mos. at "
8th	" " 8 mos. at "
9th	" " 9 mos. at "
10th	" " 10 mos. at "

E. Leaves of Absence

A Civil Service employee with tenure in a school district may be granted a leave of absence, without pay, for a period not to exceed one year duration at the discretion of the Board of Education. Employees who do not have tenure (temporary appointees and provisional appointees) cannot be granted leaves of absence.

They would be deemed to have resigned so far as Civil Service regulations are concerned.

Request for leave must be submitted in writing to the Board of Education.

F. Jury Duty

Office personnel called to serve jury duty shall be granted leave to fulfill that function, without having such leave deducted from the employee's personal or sick leave allowance, at full pay. All payments received by an employee for expenses related to jury duty, are understood to be the property of the employee. Monies paid for service will be returned to the district.

G. Leave of Absence for Child Care

Childrearing leave will be granted by Seaford Union Free School District for up to a two year period

H. Adoptive Leave

1. Any clerical employee planning to adopt a child shall immediately inform the building principal upon certification by an adoptive agency.

2. Written application for such leave shall be filed together with certificate of acceptance with the board of education.

3. Adoptive leave will be granted by Seaford Union Free School District for up to a two year period.

I. Whenever the employee returns from a leave of absence without pay and/or from sick leave due to childbearing and/or childrearing, the employee will be assigned to the same or similar position.

J. A clerical employee returning from a leave of absence without pay and/or from sick leave due to childbearing and/or childrearing shall receive experience credit for the time served prior to that leave.

ARTICLE IX

Reductions in Personnel

Should substantial and unforeseen conditions make necessary general reduction in the number of clerical employees employed by the board, the board will retain, as nearly as possible, those clerical employees with the longest service in the district according to section 80, (2), (3) and (5) of the Civil Service Law. The board will make available to all clerical employees terminated for lack of work such information as it has regarding the employment in adjacent school districts where possible.

ARTICLE X

Access to Information

The board will make available for inspection to the association all available information in the public domain concerning the financial resources of the District, all budgetary requirements and allocations, agendas and related minutes of all board meetings, treasurer's reports, census and membership data, names and addresses of all clerical employees and such other information as will assist the Association in developing intelligent, accurate informed and constructive programs on behalf of the clerical employees. Any matter excluding matters such as job references placed in a personnel file shall be available for inspection by the employee or his authorized representative.

ARTICLE XI

Retirement

The Noncontributory Retirement Plan 75i and Option 41j shall continue in force.

Employees shall be entitled to accumulative vacation upon retirement, termination or separation on a pro-rated basis, after one full year of employment. In the event the employee is employed for six months, she will be entitled to one half vacation pay; in the event the employee is employed for nine months, she will be entitled to three quarters vacation pay and after one full year she will be entitled to full vacation pay. There will be no adjustments or pro-rations between six months, nine months and twelve months.

The district shall pay to the employee, or, in the event of death while employed by the district, the employee's estate an amount of money equal to 85% of the employee's accumulated sick leave (maximum of 160 days) at the time of death or at the time of full retirement under the New York State Employees Retirement System. A factor of 1/240 will be used in calculating payment for accumulated sick leave. Such payment shall be made through a non-elective IRS §403(b) plan.

The district shall continue to pay the full cost of hospitalization insurance for retired office

personnel who retired prior to June 30, 1989. If a retired employee elects another plan, he/she will bear cost of the difference. The district shall pay the health insurance premiums for the family of any unit member who dies while in the employ of the district, provided that the unit member has been employed by the district for at least 20 years. For office personnel who retire after June 30, 1989, the district shall pay 98% of the hospitalization insurance costs, with the retiree contributing the remaining 2%, subject to a cap of \$100. For office personnel who retire after June 30, 1992, their contribution to the Health Insurance Plan shall remain at the current level.

ARTICLE XII

Salary Schedule and Benefits

The board agrees to pay office employees as stipulated in this agreement. Ten-month employees receive 10/12 of a full time salary,

A. Longevity

Longevity payment shall be as follows:

Year of Contract	After 10	After 15 Years	After 20 Years	After 25 Years
1	475	575	675	875
2	500	600	700	900
3	525	625	725	925
4	550	650	750	950

For personnel hired after February 1, the longevity will become effective July 1 of that year. For personnel hired prior to January 31, longevity will be prorated back to July 1 of the previous year.

It is the District's responsibility to notify unit members of any change in their longevity status.

B. Any employee who has served in the district as a part time clerical aide shall receive pro-rated credit for such time for purposes of longevity.

C. Salary Schedule - Method of Payment

Salaries to office personnel shall be paid in 26 payments.

*A Step schedule, appended to the contract as Appendix A, shall be used as a reference point in the placement of new hires, as determined by the District.

The following unit tier increases shall be provided to unit members.

<u>YEAR OF CONTRACT</u>	<u>YEARS OF SERVICE</u>	<u>INCREASE TO BE RECEIVED</u>
YEAR 2	0-3	0
	4-5	450
	6-10	550
	11-15	650
	16-20	750
	OVER 20	850
YEAR 3	0-3	0
	4-5	600
	6-10	700
	11-15	800
	16-20	900
	OVER 20	1,000
YEAR 4	0-3	0
	4-5	750
	6-10	850
	11-15	950
	16-20	1,050
	OVER 20	1,150

The increases will take effect on July 1 of each year and the years of service requirements must be achieved by July 1 of the year. The above payments shall be sunsetted at the end of the contract, and shall be unavailable after June 30, 2008. The Association waives the rights granted by the Taylor Law §209 a.1.a in that regard.

In addition to the above payments, unit members shall receive a 3% salary Increase in years 1, 2, 3 and 4 of the contract.

The starting salaries are as set forth in Appendix "A" hereto.

D. Benefits

New York State Health Insurance program and other Insurance:

The District will contribute for office personnel ninety (90%) percent for family and dependents. The remaining ten (10%) percent will be contributed by the employee. If the employee elects any other plan, he/she will bear the cost of the difference. Employees hired on or after July 1, 2005, shall contribute fifteen (15%) percent toward health insurance premiums.

Effective July 1, 1996, other than new hires, any unit member who elects not to take the health insurance provision shall receive fifty (50%) percent of the District's contribution at the end of the school year.

Effective July 1, 1996, any new hire to the District shall receive a \$700 payment at the end of the school year if he/she elects not to take health insurance.

E. Internal Revenue Code 125 Plan

The District shall provide unit members with an Internal Revenue Code 125 Plan as soon as practical for health insurance and health insurance waiver. It is understood that this plan must be in effect for health insurance contribution of ten (10%) percent set forth in Paragraph D above to become effective.

F. Optical Plan

During each year of this Agreement, the District agrees to reimburse each unit member for costs incurred as a result of having an annual eye examination performed by a qualified practitioner. Should the aforesaid annual eye examination show a change to the unit member's current prescription for correctional eyeglasses and/or contact lenses, or should the annual eye examination indicate that corrective eyeglasses and/or contact lenses are appropriate, the District shall reimburse each bargaining unit member for costs incurred in purchasing eyeglasses and/or contact lenses. The reimbursement for eye examinations and for purchasing eyeglasses and contact lenses shall be limited to one hundred and fifty (\$150) dollars annually and requests for reimbursement must be accompanied by an original receipt indicating purchase. Such benefit shall increase to a maximum of two hundred (\$200.00) dollars effective July 1, 2005.

G. Dental Coverage

Effective July 1, 2005 the District shall reimburse unit members for dental expenditures up to a maximum of one hundred and fifty (\$150.00) dollars per year.

ARTICLE XIII

Grievance Procedure

To enable employees to have an available procedure for the determination of grievances, the

following regulations are established:

1. Definitions - as used herein, the following terms shall have the following meanings:

a. "Employee" shall mean the Association or any person or group of persons employed as members of the office personnel staff by the school district, other than as an independent contractor.

b. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement.

c. "Immediate Supervisor" shall mean the administrator to whom the office person is directly responsible, e.g. central office supervisor, building principal, business officer.

d. "Days" - Saturday, Sundays, legal holidays and recess days shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure, except where the term "Calendar Days" is used.

2. Declaration of Basic Principles

a. Every employee of this school district shall have the right to present his grievance in accordance with the procedures provided herein free from interference, coercion restraint, discrimination or reprisal and shall have the right to be represented by one (1) person of his own choosing at all stages of the grievance procedure.

b. In a case where the grievance shall be directed against one who is authorized to conduct the second stage, the grievance may be advanced to the next stage.

c. The written grievance statement hereafter required to be filed shall not be amended or changed at any time except in respect to obvious errors and omissions.

d. The building principal in the first stage and the superintendent in the second stage may designate a deputy to make a recommendation or determination.

e. The appropriate representatives of the parties may, by mutual agreement in writing, extend for stated periods of time any time limits provided for in this Article.

3. First Stage

a. An employee who claims to have, a grievance shall present the facts of his grievance and relief desired to his immediate supervisor, orally, within twenty (20) days of the time that the grievant knew or should have known that they were aggrieved, with the object of

resolving the matter informally.

b. The immediate supervisor shall discuss the grievance with the employee with the objective of arriving at a mutually agreeable solution. In addition, the supervisor may consult with such other employees and members of the staff as he deems appropriate.

c. Within three days after presentation of the grievance to him, the immediate supervisor shall make his decision and orally communicate the decision and the reasons therefore to the employee presenting the grievance or, in a case where the employee has designated a representative, to such representative. If no decision shall have been made within said period the first stage shall be deemed to have been waived.

4. Second Stage

a. If any employee presenting a grievance be not satisfied with the decision made by his immediate supervisor or if the first stage shall be deemed to have been waived under "3c" hereof, he may within five days of the date of the decision or, if applicable, of the effective date of the waiver, request a review and determination of his grievance by the building principal. Such request shall be in writing, shall be known as the "Grievance Statement", and shall contain (1) a clear and concise recital of the grievance: and (2) the relief requested. The grievance statement shall be presented to both the building principal and the immediate supervisor to whom the grievance was originally presented.

b. The building principal shall, within three (3) days after receipt of the written Grievance Statement, meet with the employee and his representative, if any, with the objective of arriving at a mutually agreeable solution.

c. Within four days after his initial meeting with the grievant (see "4b" above) the building principal shall notify the grievant or his representative, if any, in writing of his decision and the reasons therefor. If no decision shall have been made within said period, the second stage shall be deemed to have been waived.

5. Third Stage

a. If any employee presenting a grievance be not satisfied with the decision made by the building principal, or if the second stage shall be deemed to have been waived under "4c" hereof, he may within five days of the date of the waiver, request in writing a determination of his grievance by the superintendent, setting forth in detail (1) a clear and concise recital of the grievance; and (2) the relief requested. A copy of the request shall be presented to the building principal.

b. The superintendent, or his designee, shall, within ten (10) days after receipt of the written request, meet with the employee and his representative, if any, with the

objective of arriving at a mutually agreeable solution.

c. Within four days after his initial meeting with the grievant (see "5b" above) the district superintendent shall notify the grievant or his representative, if any, in writing of his decision and the reasons therefor. If no decision shall have been made within said period the third stage shall be deemed to have been waived.

6. Fourth Stage (Arbitration)

If any employee presenting a grievance is not satisfied with the decision made by the Superintendent at Stage Three, the employee or the Seaford Association of Educational Office Personnel/NEA of New York/NEA may submit the grievance to arbitration by notifying the American Arbitration Association in accordance with the AAA Rules and Regulations. Both the designation of the arbitration and the arbitration proceedings shall be conducted in accordance with the applicable rules and regulations of the AAA. The decision and/or award of the arbitrator shall be advisory and not binding on the parties involved. The cost of arbitration shall be shared equally by both parties.

7. It is understood that the grievance procedure provided for here in this Article shall not be an exclusive remedy; that either party shall have the right to seek appropriate redress by court action and/or through any governmental agency or authority.

8. Disability and Delay

If, during any period of time within which an employee is required to act in accordance with this procedure, such employee shall be ill, incapacitated, or should be so remote from the school district as to make it impractical to avail him/herself of the procedure, the time within which to take action shall be deemed extended until the disability ceases, provided, however, that no such extension of time shall result in an extension of more than sixty calendar days of the aforesaid period of time.

ARTICLE XIV

No Strike Clause

The Association affirms that it does not assert the right to strike against the board or the school district, nor to assist or to participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE XV

Nondiscrimination

The district shall comply with all the rules and regulations of Title IX of the educational

amendments of 1972. The parties further agree that the provisions of this agreement shall be applied without discrimination on the basis of race, color, religion, sex, marital status, age or national origin.

ARTICLE XVI

Labor Management Committee

The parties agree that a committee shall be formed to study safety and environmental factors that impact on the work place. This committee and any findings of this committee shall be outside the grievance procedure process.

ARTICLE XVII

Zipper Clause

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

The district and the Association agree that all negotiable items have been discussed during the negotiations leading to this agreement, and therefore agree that negotiations will not be reopened on any item during the life of this agreement.

ARTICLE XVIII

Miscellaneous

A. The Association President shall be afforded the opportunity to meet with the Superintendent of Schools in order to confer regarding starting salaries for new hires.

B. The District agrees to provide written notification to employees who apply for positions with the final determination.

C. The District agrees to modify the current system of determining workers compensation days so that employees can receive workers compensation days pending a final determination of eligibility.

ARTICLE XIX

Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents all on the 7 day of July, 2005.

SEAFORD ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL

SEAFORD UNION FREE SCHOOL
DISTRICT

by Janice E. Masuda
Association President
Alan Arnoball

by Angela D. Off
Superintendent of Schools

APPENDIX A
CLERICAL STARTING SALARIES: 2004-2005

ENTRY LEVELS	CLERK TYPIST	MACHINE OPERATOR	STENO	SENIOR STENO	ACCOUNT CLERK	STENO SECRETARY	SENIOR ACCOUNT CLERK	
10M	1	27,477	28,066	27,612	30,756	31,559	32,075	35,499
		22,946	23,437	24,162	25,679	26,346	26,777	29,629
10M	2	29,804	30,398	31,264	33,113	33,955	34,500	37,966
		24,884	25,379	26,100	27,642	28,343	28,798	31,684
10M	3	32,907	33,499	34,369	36,254	37,145	37,743	41,254
		27,468	27,962	28,688	30,259	31,002	31,499	34,426
10M	4	34,631	35,244	36,133	38,087	39,013	39,643	43,263
		28,906	29,416	30,158	31,786	32,558	32,042	36,099
10M	5	35,430	36,043	36,933	38,895	39,835	40,475	44,108
		29,571	30,082	30,823	32,459	33,243	33,776	36,804

CLERICAL STARTING SALARIES: 2005-2006

ENTRY LEVEL	CLERK TYPIST	MACHINE OPERATOR	STENO	SENIOR STENO	ACCOUNT CLERK	STENO SECRETARY	SENIOR ACCOUNT CLERK	
10M	1	28,301	28,908	28,440	31,679	32,506	33,037	36,564
		23,634	24,140	24,887	26,449	27,136	27,580	30,518
10M	2	30,698	31,310	32,202	34,106	34,974	35,535	39,105
		25,631	26,140	26,883	28,471	29,193	29,662	32,635
10M	3	33,894	34,504	35,400	37,342	38,259	38,875	42,492
		28,292	28,801	29,549	31,167	31,932	32,444	35,459
10M	4	35,670	36,301	37,217	39,230	40,183	40,832	44,561
		29,773	30,298	31,063	32,740	33,535	33,003	37,182
10M	5	36,493	37,124	38,041	40,062	41,030	41,689	45,431
		30,458	30,984	31,748	33,433	34,240	34,789	37,908

CLERICAL STARTING SALARIES: 2006-2007

ENTRY LEVEL	CLERK TYPIST	MACHINE OPERATOR	STENO.	SENIOR STENO.	ACCOUNT CLERK	STENO SECRETARY	SENIOR ACCOUNT CLERK	
10M	1	29,150	29,775	29,294	32,629	33,481	34,028	37,661
		24,343	24,864	25,633	27,243	27,950	28,408	31,433
10M	2	31,619	32,249	33,168	35,130	36,023	36,601	40,278
		26,399	26,925	27,689	29,325	30,069	30,552	33,614
10M	3	34,911	35,539	36,462	38,462	39,407	40,042	43,766
		29,141	29,665	30,435	32,102	32,890	33,417	36,523
10M	4	36,740	37,390	38,333	40,406	41,389	42,057	45,898
		30,666	31,207	31,995	33,722	34,541	33,993	38,297
10M	5	37,588	38,238	39,182	41,264	42,261	42,940	46,794
		31,372	31,914	32,700	34,436	35,267	35,833	39,045

CLERICAL STARTING SALARIES: 2007-2008

ENTRY LEVEL	CLERK TYPIST	MACHINE OPERATOR	STENO.	SENIOR STENO	ACCOUNT CLERK	STENO SECRETARY	SENIOR ACCOUNT CLERK	
10M	1	30,025	30,668	30,172	33,608	34,485	35,049	38,791
		25,074	25,610	26,402	28,060	28,789	29,260	32,376
10M	2	32,568	33,217	34,163	36,183	37,104	37,699	41,486
		27,191	27,732	28,520	30,205	30,971	31,468	34,622
10M	3	35,958	36,605	37,556	39,616	40,589	41,243	45,079
		30,015	30,555	31,348	33,065	33,877	34,420	37,618
10M	4	37,842	38,512	39,484	41,619	42,631	43,319	47,275
		31,586	32,144	32,954	34,733	35,577	35,013	39,446
10M	5	38,715	39,385	40,356	42,502	43,529	44,228	48,198
		32,313	32,871	33,681	35,469	36,326	36,908	40,217

APPENDIX B

SEAFORD UNION FREE SCHOOL DISTRICT

EMPLOYEE ABSENCE FOR PERSONAL BUSINESS

All employees requesting such absence must submit this form a minimum of one day prior to date(s) of absence, except in unusual circumstances.

PART I To be Completed by Employee:

Name _____ School _____

Date(s) of requested absence from work _____

Purpose of absence _____

Date _____ Signature _____

PART II To be completed by principal, or supervisor or operations if employee is not assigned to specific building. or by immediate supervisor if employee is assigned to Central Administration

Yes No

Reasons for absence have been discussed

If approved, replacement can be secured

Comment _____

PART III To be Completed by Personnel Administrator,

Request approved. No salary deduction up to allowable maximum Of three (3) days

I recommend that deduction be made from employees salary for the following reason:

APPENDIX C

DESIGNATION AND PAYROLL
DEDUCTION AUTHORIZATION

Social Security Number:

Last Name:

District Name:

Association:

To The Board of Education:

I hereby authorize you according to arrangements agreed upon with the above association to deduct from my salary and transmit to said association dues as certified by said association. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relive the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

Member Signature: _____ Date: