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Contract Database Metadata Elements

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SEC/4535

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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AGREEMENT

DEC 21 2006

between

BOARD OF EDUCATION OFFICE OF THE CHAIR

BALDWIN UNION FREE SCHOOL DISTRICT

BALDWIN, NEW YORK

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO AND ITS

BALDWIN EDUCATIONAL SECRETARIAL ASSOCIATION

NASSAU EDUCATIONAL LOCAL 865

July 1, 2005 - June 30, 2008

RECEIVED

DEC 21 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I - RECOGNITION AND NO STRIKE PLEDGE

A. The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO and its Baldwin Educational Secretaries Association, hereinafter referred to as the "Association", is the legal representative of all clerical, secretarial personnel in the Baldwin Union Free School District. Excluded from the unit are all auxiliary personnel, i.e., clerical aides, instructional assistants, school monitors, the Stenographic Secretary in the Personnel Department, and the Secretary to the Superintendent. The Association has the legal right pursuant to the Taylor Act (Civil Service Law, Article 14) to continue to represent all such personnel and to engage in collective bargaining, grievance procedures and representation. This agreement with the Baldwin Union Free School District, as represented by the Superintendent of Schools and the President of the Association will be in effect from July 1, 2005 through June 30, 2008.

The District shall recognize the Association as the exclusive representative of all clerical and secretarial personnel for the purpose of bargaining collectively in the determination of grievances arising under the terms and conditions of employment of covered employees and for the purpose of entering into a written contract with the Association. Such exclusive recognition shall not preclude an employee from presenting grievances to the District or its representative and to have such grievances adjudged without intervention of the Association, as long as the adjudication is not inconsistent with the terms of the collective bargaining agreement in effect; and, provided that the Association has been given the opportunity to be present at such adjudication.

B. The term "members of the bargaining unit" is defined to mean all those classified under Civil Service Law as follows:

10 month positions:

Clerk

Typist Clerk

Stenographer/Senior Clerk/Senior Typist Clerk

Senior Stenographer/Account Clerk

Stenographic Secretary

12 month positions:

Clerk

Typist Clerk

Stenographer/Senior Clerk/Senior Typist Clerk

Senior Stenographer

Stenographic Secretary

Account Clerk/Statistical Clerk

Senior Account Clerk

C. The Association agrees that it does not and will not assert the right to strike against any government including the District or to advocate, assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

ARTICLE II - SALARY

A. The Salary Schedule and base salaries of members of the bargaining unit will be adjusted to reflect the following increases:

Year 1 : July 1, 2005 - June 30, 2006 - 3.0% + increment*

Year 2 : July 1, 2006 - June 30, 2007- 3% + increment

Year 3 : July 1, 2007 - June 30, 2008 - 3% + increment

*Salary increase shall be retroactive to July 1, 2005. Beginning July 1, 2006, base salary includes increment, salary adjustment and longevity.

B. Members of the bargaining unit who are not on the salary schedule who are appointed to new promotional categories shall receive a salary increase of 4% for the first promotional category and 3% per additional promotional category to a maximum of three categories or 10%. Categories for promotional purposes only are:

1. Typist Clerk
2. Stenographer/Senior Clerk/Senior Typist Clerk
3. Account Clerk/Statistical Clerk/Senior Stenographer
4. Senior Account Clerk/Stenographic Secretary

C. If a member of the bargaining unit who is not on the salary schedule moves within the same classification from a ten (10) month to a twelve (12) month position or from a twelve (12) month to a ten (10) month position the rate of salary adjustment will be 20%. Employees who are not on the salary schedule going from 10 month employment to 12 month employment shall receive a 20% increase in salary.

D. Professional improvement inservice courses as approved by the Superintendent will be made available for the clerical staff. The District will compensate the instructor. An employee shall be eligible to apply for a professional stipend of \$250 upon successful completion of each six inservice credits effective July 1 following the year of completion. Application must be received prior to October 1st for salary adjustment retroactive to July 1st. Should these credits be earned by mid-year, one-half of that

stipend \$125 will be paid for the period February 1st through June 30th. Application for mid-year adjustment retroactive to February 1st must be made prior to March 1st. Such salary adjustments will be made semi-annually at the regular Board meeting in November retroactive to July, and at the regular Board meeting in April retroactive to February. This stipend will not be retroactive for previous inservice stipends. Prior approval by the Superintendent of Schools or designated agent is required for any course taken by employees for professional improvement. Courses will be approved on an individual basis and will be for the purpose of additional knowledge or skills appropriate to present position or promotional position. Courses will be paid for by employee. Credit will not be granted for continuing education courses.

E. Professional Standards Certificate:

\$100 additional to be added to base salary for Basic Certificate.

\$150 additional to be added to base salary for Associate Certificate.

\$200 additional to be added to base salary for Advanced Certificate.

**F. Longevity benefits shall be added to salary as described in Article II, Section A, above in the following amounts: 11 Years = \$700 14 Years = \$725 17 Years = \$750
22 years = \$750**

Effective July 1, 2006, the 11 year longevity step shall convert to 12 years to coincide with longevity being included in the calculation of base salaries..

G. Compensation for approved overtime worked by members of the bargaining unit holding ten month positions shall be at a rate of 1/200th of their own base salary for each day worked or 1/7th thereof for each hour worked. Any ten month employee substituting during the summer months shall be paid according to categorical position to be decided upon by the Superintendent of Schools, or his agent, after consultation with

the President of the Association. For members of the bargaining unit holding twelve month positions, compensation shall be at the rate of 1/240th of their own base salaries for each day worked or 1/7th thereof for each hour worked. At the choice of the member of the bargaining unit and with approval of the Superintendent of Schools or his agent, compensatory time equal to that of the overtime worked may be granted. Time and one-half will be paid, with prior approval from the Superintendent, for time put in other than the normal work week, and after 35 hours have been reached.

H. Effective July 1, 1994, and thereafter, new clerical employees appointed after December 1st will receive salary adjustments but no increment the following year. If appointed prior to December 1st, they will be eligible for an increment the following school year.

I. A ten month employee is paid on the basis of 200 working days (20 days per month). A twelve month employee is paid on the basis of 240 working days (20 days per month). Employees who leave the district during the school year shall be paid according to this formula.

J. New employees with appropriate experience may receive on a year for year basis, up to four (4) years credit for placement up to and including step 5 of the Salary Schedule with the approval of the Superintendent of Schools or his/her designated agent. If the District is unable to fill a position with a candidate it considers suitable, the District will confer with the Unit President and the field representative concerning a waiver, which shall not be unreasonably withheld.

ARTICLE III - DAYS OF DUTY

A. Ten Month Employees

Members of the bargaining unit holding ten month positions shall be on duty from September 1st through June 30th each school year excluding national holidays and designated school holidays accruing to teachers as specified in the official school calendar for the appropriate year. If needed by the District, ten month employees will be required to work up to ten days in the summer at the request of and on the days specified by the principal or supervising administrator.

B. Twelve Month Employees

1. Members of the bargaining unit holding twelve month positions shall be on duty from July 1st through June 30th each school year excluding national holidays and designated school holidays accruing to teachers as specified in the official school calendar for the appropriate year.

2. Members of the bargaining unit holding twelve month positions may be required to work up to three additional days in each of the following recesses:

- a. Christmas (except December 24th and December 31st)
- b. Winter
- c. Easter (except Good Friday)

They shall be paid at their appropriate daily rate for each additional day worked or 1/7th thereof for each additional hour worked.

3. a. Members of the bargaining unit holding twelve month positions shall be eligible for vacation as follows:

- 10 days after completion of year 1 - year 7
- 11 days after completion of year 8
- 12 days after completion of year 9
- 13 days after completion of year 10
- 14 days after completion of year 11
- 15 days after completion of year 12 - year 18
- 20 days after completion of year 19 and thereafter

Vacation days to be determined according to existing practice. Vacation days must be requested in advance and approved by supervising administrator. Accrued vacation days must be used by June 30th of the following school year. There will be no "carrying over" of vacation days.

b. Ten month employees moving to a twelve month position will be entitled to two (2) weeks vacation after twelve (12) months of consecutive full-time service. Members of the bargaining unit, who move from ten month positions to twelve month positions in the bargaining unit, shall have their ten month years pro-rated in calculating vacation entitlements after the first year. For example, twelve consecutive years as a covered ten month clerical employee will count as ten years for vacation entitlement.

c. Vacation for new twelve month employees shall accrue at the rate of .8 days per month worked.

d. Twelve month employees who are bedridden or hospitalized by a major illness or otherwise suffer a major physical injury while on vacation, may, on written appeal to and accompanied by a physician's certificate and at the discretion of the Superintendent of Schools or designated agent, be granted use of accumulated sick

time for the remainder of the illness and vacation time adjusted. The appeal must be made at the time the illness or injury occurs and before the person returns to work.

C. Miscellaneous

1. In the event of an emergency closing of school, members of the bargaining unit shall be excused whenever teachers are.

2. According to established practice, members of the bargaining unit may be required to be on duty on "Know Your School Night" or parent-teacher conferences. They shall be compensated for one-half day's service.

D. Jury Duty

Clerical staff members may serve on jury duty and the District will provide substitutes where deemed necessary. Employee will retain allowance received for transportation and expenses incurred.

ARTICLE IV - HOURS OF DUTY

A. Hours of duty shall be from 8:00 AM to 4:00 PM or equivalent, with one hour for lunch, according to established practice. Coffee breaks of fifteen minutes each shall be provided at reasonable times each morning and afternoon.

B. Part-time employees shall work a fifty (50%) percent schedule, and they will be hired from the competitive list. Unit members currently working less than fifty (50%) percent as of the date of ratification shall be permitted to remain at their present work schedule.. They shall be entitled to one fifteen minute coffee break at a reasonable time.

C. Summer hours - **twelve month employees only**: Summer hours shall be 8:00 AM

to 3:00 PM or equivalent. The summer workday shall include a 15 minute coffee break and a 45 minute lunch break. These hours will be in effect from July 1st - August 31st.

ARTICLE V - WORKING CONDITIONS & PROPERTY PROTECTION

Student discipline and personal protection:

- A.** An office staff employee may use such reasonable force as is necessary and lawful to protect himself/herself from attack or to prevent injury to another office staff employee or student.
- B.** Any case of assault upon an office staff employee shall be promptly reported to the District or its designated representative.
- C.** If any office staff employee is sued as a result of any lawful action taken by the office staff employee while in the scope or pursuit of employment, the District will provide legal counsel and tender all necessary assistance to the office staff employee in his/her defense.
- D.** No disciplinary action shall be taken against an office staff employee upon a complaint of a parent, of a student or of any other person unless notice of such complaint is promptly given to the office staff employee involved.
- E.** No office staff employee will be required to work alone in any building without the knowledge of the administrator or custodian.
- F.** The District will not require an office staff employee to transport a student in his/her personal automobile.
- G.** The transportation allowance, when personal automobiles are used for business purposes, will be authorized at the Board approved mileage reimbursement rate.

H. The District will reimburse unit members for the costs associated with employment related fingerprinting after six (6) months of employment with the District

I. The Association acknowledges that the Board and the Superintendent together have the sole right of management and superintendence of the District. Further, it is recognized that the management of the District, the control of its properties and efficiency are solely responsibilities of the Board and the Superintendent.

ARTICLE VI - WORKERS' COMPENSATION

Absence due to injury or illness incurred in the course of the clerical or secretarial personnel's employment which disables the employee to the extent that he/she is unable to work, and for which the employee is entitled to benefits under the New York State Workers' Compensation Law shall not be charged against the employee's sick leave days, provided that the District shall only pay to such employee the difference between his/her salary and the salary benefits received under the New York State Workers' Compensation Law for the duration of his/her sick leave under Article IX, provided that the employee files a Workers' Compensation Claim Form with the District's Business Office within fifteen (15) District business days after the employee is physically able to file such report. Any recurrent injury must be reported and refiled. The District shall have the right to have the employee examined periodically by a doctor of its choice for the purpose of determining the continued eligibility of the employee to receive the benefits of this section. Based on such examination, the District shall determine whether or not the employee can return to his/her regular position for full or part-time duty. Failure or refusal of the employee to submit to any relevant medical or

physical examination required by the District shall render the employee ineligible for the benefits of this section.

After twenty (20) days, one (1) sick leave day shall be deducted from the employee's sick leave days for each two (2) days lost due to injuries on the job which are covered by Worker's Compensation and for which the District has received reimbursement.

ARTICLE VII - CALLING OF SUBSTITUTES

Members of the Association shall not be responsible for obtaining substitute teachers or substitutes for themselves when not on duty.

ARTICLE VIII - CONFERENCES

The District agrees to provide funds in its Annual Budget for two (2) members of the BESA to attend the Annual New York State Educational Secretaries Conference as approved by the Superintendent of Schools or designated agent. Members attending such conferences shall prepare a written report of such participation to be filed with the Superintendent and/or designated agent together with the claim for expenses.

ARTICLE IX - SICK LEAVE, PERSONAL BUSINESS LEAVE AND ILLNESS IN THE IMMEDIATE FAMILY

Except for employees referred to in Section D of this Article, the salary of covered clerical employees shall be continued during absence because of illness, personal business, and illness in the immediate family for fifteen (15) days for ten (10) month employees and seventeen (17) days for twelve (12) month employees, subject to the following conditions:

A. Regular Annual Sick Leave - Board of Education Policy 4141.1- Based on New

York State Education Law, Section 3005-6, regular sick leave is available for employee absences required because of that employee's personal illness or disability. Ten (10) month employees are entitled to ten (10) work days sick leave per year. Twelve (12) month employees are entitled to twelve (12) work days sick leave per year. This leave is credited to the continuing employee's individual sick leave account as of the first work day in the school year.

1. Notification - Notice of absence is required to make the absences for sickness or disability eligible for regular sick leave credits and to prevent loss of pay.

a. Emergency - Notification must be given to supervisor as soon as possible reporting required absence and reason therefore, but payment remains subject to final approval of Superintendent.

b. Physician's Certificate - A physician's certificate is not required for absences of five (5) continuous working days or less, unless the employee is otherwise notified in writing by the Superintendent. All absences of six (6) continuous working days, or more, will require a physician's certificate, indicating dates of absences, nature of illness or disability and fitness to report for duty.

2. Occurrences During Working Day - If sickness or disability occurs and the employee does not work the entire day, the employee will be charged sick leave to the nearest one-quarter (1/4) day.

B. Leave of Absence for Personal Business - shall not exceed three (3) days in any school year. Leave of absence for personal business shall be granted by the Superintendent or his agent upon appropriate certification by the employee that a

justifiable personal reason exists. However, in the absence of special circumstances described by the employee and found acceptable by the Superintendent or his agent, such leave shall not be granted on a Friday, Monday or on a school day immediately preceding or immediately following school holidays, vacations or other forms of leave, or for any days contiguous thereto. Wherever practicable, five (5) school days' notice shall be given to the principal of need for a personal day, and if notice is not given, the employee may be required to describe the personal business and excuse thereof shall be at the discretion of the Superintendent or his/her agent. Two (2) consecutive personal business days may be taken when necessary and consistent with requirement set forth above.

C. Illness in the Immediate Family - Leave of absence due to illness in the immediate family shall be granted when requested by the employee for up to five (5) days each year.

D. Employment Status - Regular sick leave, personal business leave and illness in the immediate family credits are available only for personnel in a continuing employment status with the Baldwin School District. When a clerical worker leaves the District during the school year, his/her sick leave, personal business leave and family illness leave will be computed on the basis of one and one-half (1 ½) days per month worked to a maximum of seventeen (17) days.

1. Personnel on Leave Status - without pay for one year or more, will not be credited with any sick leave until they re-enter an employment-with-pay status. Such personnel will retain their cumulative sick leave credits in suspense and, upon

resumption of their employment, will receive such credits.

2. Personnel Who Terminate Their Employment - will also terminate their rights to any cumulative sick leave. Sick leave is available only for employee absences required because of that employee's personal illness or disability while the employee is in an employment-with-pay status.

3. Part-Time Employees - Covered employees who are employed on a part-time basis, other than hourly or daily substitutes, are also entitled to this regular sick leave. However, a pro rata adjustment will be made in the cumulative credits should an employee become a full time employee (e.g. 10 working days of cumulative sick leave as a half-day employee is available for 10 working days half-day compensation, but only for 5 working days transfer credit if this person later becomes a full time employee; on the other hand, there is no doubling of cumulative leave credits if a full time employee becomes a part time employee and carries over a cumulative credit total.)

4. New Employees – For the first six (6) months of employment, one sick day per month shall be credited to the employee following each month of service. After the first six (6) months of employment, an employee shall receive the full compliment of days according to their assignment. Sick leave, family illness days, and personal business leave days will be pro-rated for new employees who do not start at the beginning of the school year.

E. Accumulation - Unused portions of the fifteen (15) days for ten (10) month employees and unused portions of the seventeen (17) days for twelve (12) month employees may be accumulated up to 210 sick days consistent with requirements for

leaves of absence for personal business and leaves of absence due to illness in the immediate family set forth above that is not used during a year is cumulative. An annual accounting will be made available by the District Office to each employee at the beginning of each school year.

Clerical employees who have a permanent appointment in the Baldwin Union Free School District for a period of at least twelve (12) months will be eligible to participate in a district "sick bank" administered by the Baldwin Educational Secretarial Association (BESA) and the school district. Application for use of sick bank days should be made to the BESA President.

Each clerical employee will have the opportunity to voluntarily contribute one (1) day of sick leave annually until a cap of approximately 125 days is reached. Employees with two hundred ten (210) or more accrued sick days can donate up to five (5) days per year to the Bank. Additions to the sick bank will take place by October 15th of each school year. Once the cap is reached, members will not be asked to contribute additional days. If, in a given year, the total number of sick days in the bank falls below 60 days, members of the BESA shall be given the opportunity to voluntarily contribute one (1) additional day of their sick leave allowance. Only employees who have contributed shall be eligible to request use of the sick leave bank days. An eligible employee who has exhausted his/her sick days, personal days, family illness days, and vacation days may fill out a request to borrow sick days from the sick bank. A total of up to thirty (30) days may be requested by the employee, and the employee or family may reapply for an additional thirty (30) days, if necessary. The applicant must provide a medical certificate indicating the diagnosis and approximate number of days

anticipated for each sick bank request.

A Sick Bank Committee, consisting of two (2) BESA members and one (1) administrator, shall accept or reject each application on the basis of its merits, and shall determine the number of days that may be granted from the sick bank. This decision will be binding and will be sent to the applicant in writing.

Absence due to Workers' Compensation claims shall be excluded from eligibility for use of the sick leave bank days. Employees granted days from the sick leave bank will not be required to pay back the days used.

F. Additional Sick Leave - Board of Education Policy 4141.1

1. Availability - There are two types of additional sick leave:

a. Additional Sick Leave for Personal Illness or Disability - consisting of up to 30 days in any school year, may be applied for after all regular sick leave is used. This leave may be made available in order to provide a minimum of 30 working days sick leave for an employee.

b. Additional Sick Leave for Serious Personal Illness or Disability - Additional sick leave may be applied for after all regular sick leave credit is exhausted. The additional sick leave consists of an extension of 30 working days which may be renewed for two further periods of 30 working days each, to a maximum of 90 working days per year, under proper application. However, the maximum number of days of regular and additional sick leave credits which may be available during a school year is 160 working days.

2. Notification

a. Each "additional sick leave" extension must be requested in writing and in advance of the first day on which such extension would become effective. Each such

request must be submitted to the principal of the school concerned for recommendation by the Superintendent or designated agent.

b. Where serious personal illness or disability is involved, each request must be supported by a physician's certificate specifying the nature of the illness or disability and advising of expected dates of absence and inability to report for duty.

c. Additional sick leave is non-cumulative.

G. Personal Leave Due to Death in Immediate Family - may be granted when requested by the employee and approved by the Superintendent or designated agent. Such leaves shall be granted when requested by the employee for up to three (3) days per incident, it being understood that additional days may be granted by the Superintendent or his designated agent in the exercise of his discretion and upon good cause shown. Members of the immediate family shall include:

father	sister	sister-in-law
mother	grandchildren	son-in-law
child	father-in-law	daughter-in-law
spouse	mother-in-law	step child-ward
brother	brother-in-law	

Also the following if a resident of the home of the employee:

Grandparents, uncles and nieces
aunts and nephews

Leaves may be for not more than one (1) day to attend the funeral of any member of the family other than the immediate family.

H. Leaves Without Pay - A leave of absence without pay may be granted up to a maximum of two (2) years for such purpose as may be specified in employee contracts

and for such other purposes as may be recommended by the Superintendent or his agent.

I. Child Care Leave - same as Board of Education Policy 4141.4.

ARTICLE X - RETIREMENT

In accordance with Resolution of Board of Education, adopted August 8, 1991, all members of the bargaining unit who are members of the New York State Retirement System are included in the New Career Retirement Plan under Section 75-1 of the Retirement and Social Security Law.

To be eligible for the retirement incentive, an employee must submit a letter of retirement to the District at least four months prior to the retirement date, and must actually retire on that date. The incentive will be paid in a single sum within thirty calendar days of the employee's last working day or at a time, or times, mutually agreed upon by the Superintendent or his/her agent and the employee.

Eligibility For Service Retirement

Eligibility for the retirement incentive shall first occur in the school year in which a secretary is first eligible to retire and receive normal service retirement benefits from the New York State Employees Retirement System. The retirement incentive formula is as follows:

<u>Accrued Days</u>	<u>Payment Per Day</u>
49 days and under	\$ 0
50 through 85	\$37
86 through 120	\$42

121 through 150	\$47
151 through 190	\$52
191 through 210	\$57

The maximum retirement incentive for secretaries who qualify shall be \$11,970.

ARTICLE XI - INSURANCE PROTECTION

During the term of this contract, members of the bargaining unit shall receive the following insurance coverage and benefits:

A. New York Health Insurance Plan - Members of the bargaining unit may select either one of the two health insurance plans - New York State Government Employees Health Insurance Program or HMO/HIP either individual or family as applicable. The District will assume health insurance premiums as follows:

1. 75% paid health insurance coverage for all eligible employees.
2. 37.5% for part time employees hired after July 1, 1981.

(The percentages above are computed on the New York State Government Employees Health Insurance family and individual coverage only. Those employees enrolled in HMO/HIP will receive the same dollar amounts as paid on the New York State Government Employees Health Insurance Plan.)

Clerical employees hired after July 1, 1986 shall not be eligible for family health insurance coverage if they are eligible for or covered by health insurance coverage under the plan of a spouse. They may participate in individual coverage.

Members of the unit who are presently covered by the District's health insurance plans and withdraw from these plans during the life of this agreement shall receive \$1,150 if

covered by New Empire Individual Plan or HIP-HMO Individual Plan and \$1,700 if covered by the New Empire Family Plan or HIP-HMO Family Plan, as long as they remain fully uncovered under any health plan provided by the District for a period of twelve (12) consecutive months. Full time members of this unit who are without any health insurance coverage for 12 full months will be compensated \$1150 each September in the same fashion as members who withdrew from coverage under this provision. Such payment shall be made each September after the employee remains fully uncovered during the 12 month period from July 1-June 30. Nothing contained herein shall preclude a member from re-entering the plan within the twelve month period, provided, however, that in the case of an employee who re-enters in less than twelve months, no payment shall be made hereunder. A unit member may review this option each year and promptly notify the District in writing of any change. Should such clerical employee (or a new member) opt to be covered under the District's Health plans, the District will waive the waiting period provided that it is permitted by the carrier without incurring any additional cost as a result thereof. In addition, this opt.-out benefit is not available for those employees who have a spouse working for the District, and the spouse has available health insurance coverage.

B. Dental Insurance - All employees will be provided individual employee dental plan coverage after six (6) months of service, as presently in effect with the exception of part-time employees hired after 7/1/81, who will receive 50% of the benefit (up to \$600) after six (6) months of service. In lieu of individual coverage as provided herein, the District shall provide, upon request, family coverage up to the existing maximum of \$1,200 of annual coverage per year.

C. Life Insurance - Any member of the bargaining unit who has provided at least one (1) year of consecutive service as a covered clerical employee in the Baldwin Union Free School District will receive, without premium expense to the employee, a life insurance policy of \$20,000 for full-time employees and \$10,000 life insurance for part-time employees, in accordance with the insurance coverage in effect for employees of the Baldwin Union Free School District.

D. Up to five hundred (\$500) will be made available by the District each school year to compensate members of the bargaining unit should their clothes or other personal effects (excluding automobiles) be damaged by virtue of engagement in work related activities. If claims under this section exceed \$500, adjustments will be proportional on a retroactive basis.

E. Optical Plan - All employees will be provided an individual employee optical plan. The District will pay up to \$100 annually per employee for this benefit effective July 1, 2005. The District's contribution shall increase to \$106.85 effective July 1, 2006 and \$128.64 effective July 1, 2007.

F. Excess Major Medical Coverage - The District shall make excess major medical coverage available to unit members. The full cost of such coverage shall be borne by the unit member.

ARTICLE XII - VACANCIES

The District supports a policy of filling vacancies from within its own clerical staff, wherever and whenever practicable, providing that applicants from within the clerical staff meet qualifications determined by the Superintendent of Schools. Such matters

as experience, competency, length of service in the District and other relevant factors are to be considered. Notices of vacancies will be posted in each building.

Elimination of Positions - The District shall not eliminate any clerical positions that were in effect on the effective date of this Agreement without first advising the Association, and upon request, consulting with the BESA regarding the matter. Should the Association desire to consult with the District with respect to the matter, it shall so notify the District in writing within ten (10) days following the notification. It is understood that such consultations are for the purpose of exchanging information and points of view and shall not be deemed negotiations.

The District shall notify in writing the BESA of any vacancies, promotions or transfers. Such notification will contain position (job classification), Civil Service test requirement, salary. When such positions are filled, the District will notify the Association in writing the name of the person employed, classification and salary.

ARTICLE XIII - POLICY

A. It is agreed by and between the parties that the establishment of policy is the prerogative of the District. However, in any case where policy is in conflict with the express terms of this agreement, the express terms of the agreement shall prevail. All policies shall be effected on a consistent basis through the school district. The general provisions of the Policies of the Board of Education of the Baldwin Union Free School District which are applicable to all employees are applicable to Association members.

B. The Association shall have the right to use space, approved by the Superintendent for Association meetings, provided these meetings do not conflict with previously

scheduled activities and do not interfere with any educational program. The Association shall have the right, subject to the approval of the Superintendent, to use school facilities and equipment including typewriters, photocopying machines and other duplicating equipment. Such use shall be in school facilities at times when facilities or equipment are not needed for district business, and at times that are otherwise reasonable. The Association, without prior approval or notification, may use the intra-district mail service for communications. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at times which are in no way in conflict with the representatives' obligations under this agreement and which do not interfere with or interrupt school operations.

ARTICLE XIV - CONFLICT WITH STATUTES AND LAW

In the event any provision hereof is in conflict with law, or any statute now or hereafter in effect, the law or statute shall prevail but the balance of the contract shall remain in full force and effect.

ARTICLE XV - SECTION 204a OF THE TAYLOR LAW

PURSUANT TO SAID SECTION 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 XVI - PROTECTION OF THE CIVIL SERVICE LAW

Members of the bargaining unit appointed from a Civil Service list of eligibles

(certification) shall have the protection of Section 75 of the Civil Service Law as now in effect or hereinafter amended.

ARTICLE XVII - GRIEVANCE PROCEDURE

A. Declaration of Policy

1. The purpose of this grievance is to guarantee to employees covered by this Agreement the right to resolve conflicts in such a fashion as to promote and maintain harmonious and cooperative relationships with Administrators and the Board of Education. It is essential to note that these relationships are governed generally by the provisions of the Education Law and/or locally adopted policies, and that they may have serious effects upon the education, health and welfare of the youth of Baldwin.

2. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged. Nothing in this resolution nor in these procedures shall be construed to impede or curtail informal and cooperative attempts to resolve problems.

3. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

4. A grievance is defined as a dispute concerning the interpretation of application or alleged breach of the terms and conditions of this agreement.

B. Procedural Steps

1. The primary purpose of the grievance procedure set forth below is to secure the equitable resolution of grievances at the earliest level possible. It is understood that

grievance proceeding shall remain confidential when necessary in order to ensure privacy.

2. First Stage: The first procedural stage shall consist of the employee's oral presentation of his/her alleged grievance to his/her immediate supervisor within seven calendar days after the occurrence of the alleged grievance. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not satisfactorily resolved at the first stage, such employee may proceed to the second stage.

3. Second Stage: The second procedural stage shall consist of a written request by the aggrieved employee within seven calendar days after receiving the decision at the first stage for a review and determination of his/her grievance by the building principal or the administrator to whom he/she is directly responsible. Such request shall include a statement setting forth the specific nature of the grievance, the facts relating thereto and indicating when and with whom stage one was conducted. Thereupon the principal or administrator shall hold a hearing within seven calendar days at which the employee and his representative shall appear and present oral and/or written statements or arguments. The final determination of the second stage of such grievance proceedings shall be made in writing by the principal or administrator within seven calendar days of the conclusion of the hearing. Copies will be forwarded to the Superintendent of Schools and all employee(s) involved.

4. Third Stage:

In the third procedural stage the aggrieved shall request an informal

hearing with the Superintendent of Schools within seven calendar days after receiving the decision at the second stage. The Superintendent or his/her agent shall hold such a hearing within seven calendar days of receiving the request, at which time the aggrieved and his/her representative, if desired, shall appear and present oral and/or written statements. The Superintendent or his/her agent shall render a decision within seven calendar days after the closing of the hearing. Copies will be forwarded to all parties involved.

5. Fourth Stage: If the grievance is still unresolved, the aggrieved employee may, within seven calendar days of the final determination by the Superintendent of Schools, make a written request for Advisory Arbitration. The Arbitrator shall be mutually agreed to by the parties and the cost shall be borne equally by the District and the Association. The decision by the Arbitrator shall be advisory upon the Board of Education, who shall render a final and binding decision within twenty-one (21) days after receiving the advisory opinion and shall notify all parties of the decision.

Distribution of Procedures

A copy of these procedures and any amendments thereto shall be distributed to all employees and shall be filed with the New York State Civil Service Commission and the Clerk of the School District within fifteen days after their adoption. The procedures shall be open to public inspection, at reasonable times, with the Clerk of the District or at the school district offices.

ARTICLE XVIII - DUES DEDUCTIONS

A. The District agrees to deduct from the employees' salaries dues for the

Association as they individually and voluntarily authorize the same in writing, and to transmit the monies therefore to the Association. Upon the fulfillment of that obligation the District shall be held harmless by the Association and the individual employees with respect to such remittances.

B. The Association will provide the Board with a list of those employees who have voluntarily authorized the Board to deduct dues and the total amount of dues to be deducted. The Association will notify the Board monthly of any changes in said list.

C. Dues shall be deducted following 30 days after the Association submission of its membership list based on a mutually agreed upon schedule. Clerical employees hired after April 1 will have dues deduction made commencing with the fall semester.

D. CSEA, Inc. shall have exclusive rights to payroll deductions of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, on a payroll period basis. No other organization shall be accorded any payroll privilege without the express consent and written authorization of CSEA, Inc.

ARTICLE XIX - DURATION

A. It is agreed by and between the parties that this contract constitutes the complete agreement between the parties. All proposals which were not dealt with have been withdrawn.

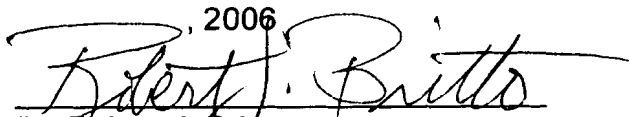
B. This contract shall be effective July 1, 2005 and shall remain in full force and effect to and including June 30, 2008, and shall be automatically renewed thereafter for

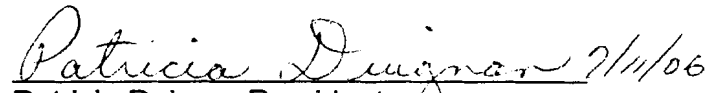
periods of one (1) year unless either party notifies the other, by certified mail, on or before February 1, 2008, of its desire to make changes herein or to terminate this agreement.


C. If agreement cannot be reached prior to July 1, 2008, members of the Association will work under the conditions of the contract from the previous school year.


D. Following such notification as aforesaid, the parties shall bargain in good faith in an attempt to resolve such differences as may exist between them with respect to proposals.

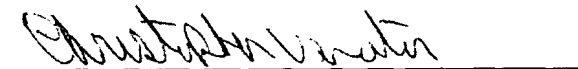
IN WITNESS WHEREOF, the parties hereunto set their hands and seals this day of

2006

Dr. Robert J. Britto
Superintendent of Schools

 7/11/06
Patricia Duignan, President
Baldwin Educational
Secretarial Association


Dr. Shirley E. Martin
Assistant Superintendent
Human Resources

 7/11/06
Stephanie Teff, CSEA Representative


Christopher Venator, Attorney

**BALDWIN UNION FREE SCHOOL DISTRICT
10 MONTH SALARY SCHEDULE**

2005/06 SALARY SCHEDULE

Step	Clerk	Typist Clerk	Sr. Typist Clerk Stenographer	Senior Clerk	Account Clerk Sr. Stenographer	Steno Secretary
1		25,587	26,701	26,719	28,431	29,981
2		26,271	27,422	27,460	29,220	30,819
3		26,983	28,174	28,224	30,038	31,685
4		27,714	28,939	29,006	30,872	32,570
5		28,467	29,733	29,814	31,742	33,483
6		29,245	30,548	30,648	32,628	34,427
7		30,046	31,390	31,503	33,547	35,393
8		30,876	32,251	32,386	34,492	36,390
9		31,718	33,144	33,301	35,459	37,416
10		32,560	34,039	34,217	36,425	38,444
11		33,403	34,932	35,132	37,392	39,471

2006/07 SALARY SCHEDULE

Step	Clerk	Typist Clerk	Sr. Typist Clerk Stenographer	Senior Clerk	Account Clerk Sr. Stenographer	Steno Secretary
1		26,355	27,502	27,521	29,284	30,880
2		27,059	28,245	28,284	30,097	31,744
3		27,792	29,019	29,071	30,939	32,636
4		28,545	29,807	29,876	31,798	33,547
5		29,321	30,625	30,708	32,694	34,487
6		30,122	31,464	31,567	33,607	35,460
7		30,947	32,332	32,448	34,553	36,455
8		31,802	33,219	33,358	35,527	37,482
9		32,670	34,138	34,300	36,523	38,538
10		33,537	35,060	35,244	37,518	39,597
11		34,405	35,980	36,186	38,514	40,655
12		35,994	37,621	37,849	40,231	42,434
14		36,741	38,368	38,596	40,978	43,181
17		37,514	39,140	39,369	41,750	43,953
22		38,286	39,913	40,141	42,523	44,726

2007/08 SALARY SCHEDULE

Step	Clerk	Typist Clerk	Sr. Typist Clerk Stenographer	Senior Clerk	Account Clerk Sr. Stenographer	Steno Secretary
1		27,146	28,327	28,347	30,163	31,806
2		27,871	29,092	29,133	31,000	32,696
3		28,626	29,890	29,943	31,867	33,615
4		29,401	30,701	30,772	32,752	34,553
5		30,201	31,544	31,629	33,675	35,522
6		31,026	32,408	32,514	34,615	36,524
7		31,875	33,302	33,421	35,590	37,549
8		32,756	34,216	34,359	36,593	38,606
9		33,650	35,162	35,329	37,619	39,694
10		34,543	36,112	36,301	38,644	40,785
11		35,437	37,059	37,272	39,669	41,875
12		37,074	38,750	38,984	41,438	43,707
14		37,843	39,519	39,754	42,207	44,476
17		38,639	40,314	40,550	43,003	45,272
22		39,435	41,110	41,345	43,799	46,068

**BALDWIN UNION FREE SCHOOL DISTRICT
12 MONTH CLERICAL EMPLOYEES**

2005/06 SALARY SCHEDULE

Step	Clerk	Typist Clerk	Sr. Typist Clerk Stenographer	Senior Clerk	Account Clerk Statistical Clerk Sr Stenographer	Sr Account Clerk Steno Secretary
1		30,264	31,611	31,663	34,117	35,741
2		31,088	32,468	32,550	35,063	36,740
3		31,925	33,342	33,450	36,045	37,770
4		32,788	34,254	34,377	37,047	38,825
5		33,678	35,190	35,334	38,087	39,915
6		34,597	36,150	36,323	39,153	41,038
7		35,546	37,143	37,335	40,257	42,190
8		36,516	38,165	38,384	41,391	43,379
9		37,521	39,216	39,460	42,552	44,603
10		38,526	40,267	40,537	43,716	45,828
11		39,531	41,319	41,613	44,881	47,051

2006/07 SALARY SCHEDULE

Step	Clerk	Typist Clerk	Sr. Typist Clerk Stenographer	Senior Clerk	Account Clerk Statistical Clerk Sr Stenographer	Sr Account Clerk Steno Secretary
1		31,172	32,559	32,613	35,141	36,813
2		32,021	33,442	33,527	36,115	37,842
3		32,883	34,342	34,454	37,126	38,903
4		33,772	35,282	35,408	38,158	39,990
5		34,688	36,246	36,394	39,230	41,112
6		35,635	37,235	37,413	40,328	42,269
7		36,612	38,257	38,455	41,465	43,456
8		37,611	39,310	39,536	42,633	44,680
9		38,647	40,392	40,644	43,829	45,941
10		39,682	41,475	41,753	45,027	47,203
11		40,717	42,559	42,861	46,227	48,463
12		42,473	44,363	44,691	48,148	50,443
14		43,220	45,110	45,437	48,895	51,190
17		43,992	45,882	46,210	49,668	51,962
22		44,765	46,655	46,982	50,440	52,735

2007/08 SALARY SCHEDULE

Step	Clerk	Typist Clerk	Sr. Typist Clerk Stenographer	Senior Clerk	Account Clerk Statistical Clerk Sr Stenographer	Sr Account Clerk Steno Secretary
1		32,107	33,536	33,591	36,195	37,917
2		32,982	34,445	34,533	37,198	38,977
3		33,869	35,372	35,488	38,240	40,070
4		34,785	36,340	36,470	39,303	41,190
5		35,729	37,333	37,486	40,407	42,345
6		36,704	38,352	38,535	41,538	43,537
7		37,710	39,405	39,609	42,709	44,760
8		38,739	40,489	40,722	43,912	46,020
9		39,806	41,604	41,863	45,144	47,319
10		40,872	42,719	43,006	46,378	48,619
11		41,939	43,836	44,147	47,614	49,917
12		43,747	45,694	46,032	49,592	51,956
14		44,517	46,463	46,800	50,362	52,726
17		45,312	47,258	47,596	51,158	53,521
22		46,108	48,055	48,391	51,953	54,317