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**AGREEMENT
BETWEEN
THE
UNITED PUBLIC SERVICE EMPLOYEES UNION
AND
SACHEM CENTRAL SCHOOL DISTRICT AT HOLBROOK**

JULY 1, 2006 - June 30, 2009

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

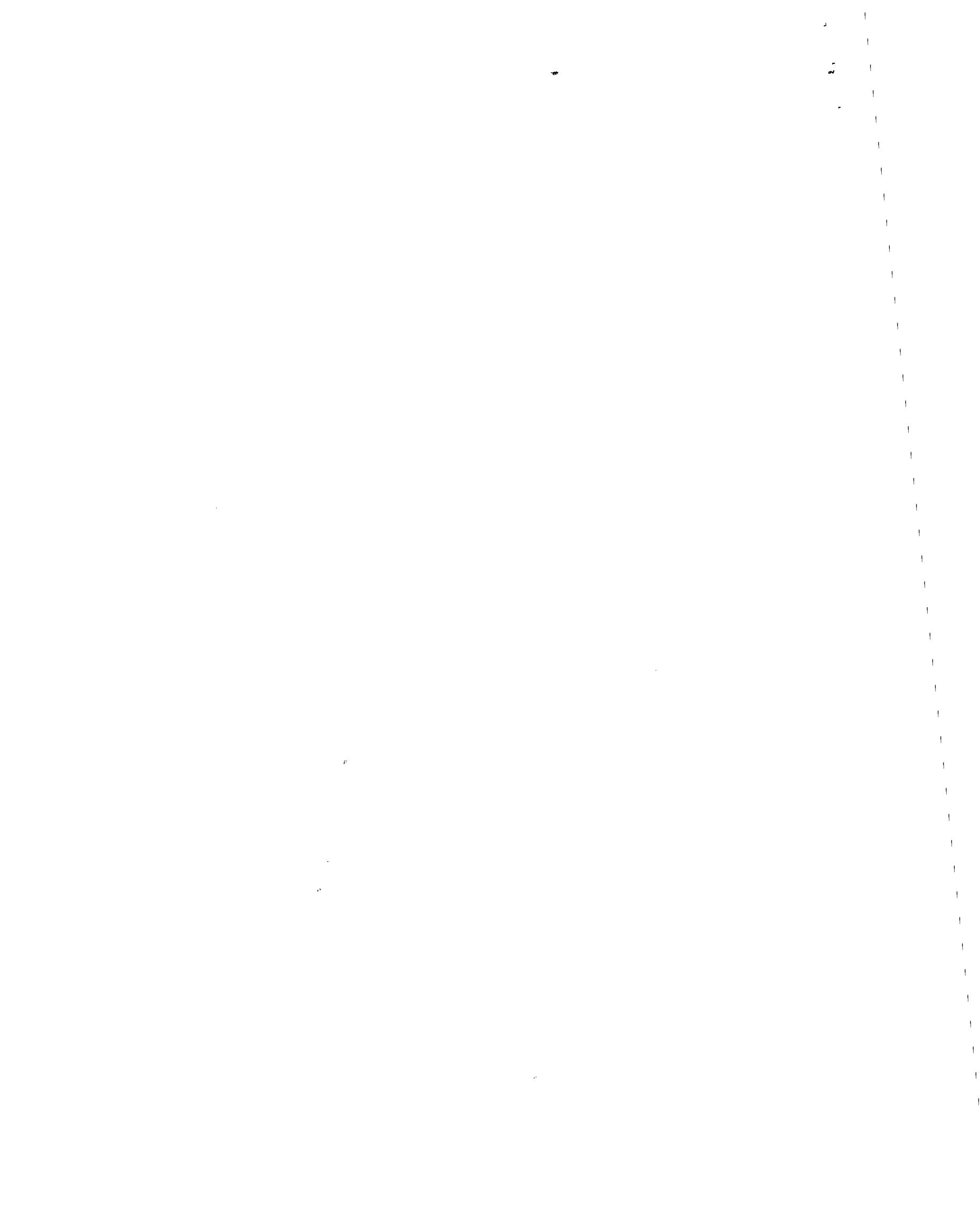


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This AGREEMENT is made effective July ____ 2007, by and between the SACHEM CENTRAL SCHOOL DISTRICT AT HOLBROOK (hereinafter referred to as the "District"), and the UNITED PUBLIC SERVICE EMPLOYEES UNION (hereinafter referred to as "UPSEU" or the "Union").

PREAMBLE

1. This Agreement is the result of collective negotiations between the District and the Union which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law). The provisions of this Agreement supersede all conflicting policies and directives of the District and may be changed only through the mutual agreement of the District and the Union. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement. Subject to the provisions of this Agreement, the parties acknowledge that the District has reserved to itself the rights and obligations imposed upon and accorded to it by the laws of the State of New York.
2. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT 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 I RECOGNITION

1. The District recognizes the United Public Service Employees Union, as exclusive representative for all personnel in the unit, i.e., all 12-month and 10-month clerical staff: including mail clerks, clerk-typists, senior clerk typists, telephone switchboard operators, stenographers, senior stenographers, principal stenographers, account clerks, account clerk typist, account clerk stenographer, purchasing technician, principal clerk, senior account clerks, , all related office staff personnel and 10-month attendance aides. This recognition shall continue for a maximum period provided by law.
2. UPSEU affirms that it will faithfully represent all employees in the unit described above without regard to whether or not they are or remain members of the Union, as may be required by law. This affirmation shall continue for the period of such recognition.
3. Any problem relating to the terms or conditions of employment of any employee or employees covered by the agreement may be submitted in writing to the Assistant Superintendent for Personnel or his designee by UPSEU, within a period of thirty (30) days from the time the problem was known or should have been known. Within five (5) working days, the Assistant Superintendent for Personnel or his designee shall meet with representatives designated by UPSEU to discuss such problems.

ARTICLE II
NO STRIKE

UPSEU affirms that it does not assert the right to strike against the District or any government, to assist or participate in such a strike, or to impose an obligation to conduct, assist, or participate in such a strike.

ARTICLE III
DUES DEDUCTION, CHECK-OFF AND AGENCY FEES

1. As long as UPSEU is the negotiating representative as aforesaid, the District shall deduct from the checks of members of the Union who submit dues check-off authorizations in writing to the District, the amount of UPSEU dues as determined by UPSEU in accordance with written memoranda thereof to be filed from time to time by UPSEU with the District. These deductions shall be made in equal amounts.

2. Agency Fee:
 - A. Pursuant to the passage of legislation enabling the implementation of an Agency Shop Fee, the District does hereby agree that, no later than fifteen (15) days after the effective date of employment, each employee who is not a member of the United Public Service Employees Union will pay to the Union each month a service charge toward the administration of this agreement and the representation of such employee: provided, however, that each employee will have available to them membership in the United Public Service Employees Union on the same terms and conditions as are available to every other member of the Union. The service charge shall be an amount equal to the collective bargaining agent's regular and usual initiation fee, if any, and monthly dues for each month thereafter in an amount equal to the regular and usual monthly dues. The District shall deduct such fee in the same manner the membership dues are deducted. The amount collected through the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used towards expenditures by the organization in and of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment.

 - B. Any staff member from whom an agency fee has been deducted pursuant to this provision who has any objection thereto shall be limited to processing their objection in accordance with organizational appeal procedures contained in a separate organizational document governing such appeals.

 - C. The agency shop fee shall be suspended in the event membership in the organization drops below 80% of the total number of bargaining unit members.

 - D. The United Public Service Employees Union will supply, upon the request of the District, proof of total UPSEU membership.

ARTICLE IV
PRINCIPLES

1. Nothing contained herein shall be construed to require that employees shall be members of the Union as a condition of employment. Recognition of the Union shall not interfere with or impair the rights of employees under the constitution of laws of the State of New York and the United States.
2. In the event that any term or provision of the Agreement is contrary to any provision of appropriate Federal, State or local statutes or ordinances, then the provisions of said laws shall prevail to the particular instance. All other provisions of this Agreement shall remain in effect.
3. No part of this Agreement shall be construed as to preclude the School District from giving any further benefits to its employees provided that such further benefits shall be applicable to all employees.

ARTICLE V
NEGOTIATION PROCEDURES

1. Representatives of the District will meet with representatives designated by the Union for the purpose of negotiation and discussion in order to reach a mutually satisfactory agreement concerning salaries and other terms and conditions of employment.
2. Upon request of either party for a meeting to open such negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. In any given school year, such request may be made on or before January 15. All issues proposed for negotiation shall be submitted in writing by UPSEU to the District or its representative and by the District to UPSEU at the first meeting. The second meeting and all necessary subsequent meetings shall be called at times that are mutually acceptable.
3. Designated representatives of the District and its advisors shall meet at such places and times mutually agreed upon with representatives of the Union and its advisors for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement. Negotiations between the District and the Union shall be conducted only by the teams designated by the parties. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters until an agreement is reached.
4. If either party determines that negotiations have reached an impasse, written notice thereof shall be given to the other party and assistance may be requested as provided in Section 209 of the Public Employees Fair Employment Law.
5. The District will provide sufficient copies of this Agreement to be reproduced at its expense.

ARTICLE VI
GRIEVANCE PROCEDURES

1. **Purpose** - It is the policy of the District and the Union that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

2. Definitions

- A. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. An "employee" is any person in the unit covered by this agreement.
- C. An "aggrieved party" is any employee or group of employees who submits a grievance or on whose behalf it is submitted by the Union.

3. Submission of Grievances

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- B. Each grievance shall be submitted in writing on a form approved by the District and the Union and shall identify the aggrieved party, the provision of this agreement involved in the grievance, time when, and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- C. A grievance shall be deemed waived unless it is submitted within thirty (30) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- D.
 - 1. An employee or group of employees may submit only those grievances which affect him or them personally and shall submit grievances to the Building Principal or, if not assigned to a building, to their immediate supervisor.
 - 2. The Union may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the Building Principal. Otherwise, it shall be submitted directly to the Assistant Superintendent for Personnel or his designee.

4. Grievance Procedure

- A. The Building Principal or supervisor shall respond in writing to each grievance within five (5) working days of its receipt. If an aggrieved party is not satisfied with the response of the Building Principal or supervisor, they may submit a copy of the grievance to the Assistant Superintendent for Personnel or his designee within ten (10) working days.
- B. The Assistant Superintendent for Personnel or his designee shall, upon request, confer with the aggrieved party and with representatives of the Union with respect to all grievances submitted to him under the Article and shall deliver to the aggrieved parties a written statement of his position with respect to each grievance no later than ten (10) working days after it is received by him.

- C. In the event that the Union is not satisfied with the position of the Assistant Superintendent for Personnel or his designee, it may, within thirty (30) working days after receiving the statement, refer the grievance to arbitration pursuant to the Rules and Regulations for Voluntary Arbitration of the American Arbitration Association. A copy of the Demand for Arbitration shall be forwarded to the Assistant Superintendent for Personnel or his designee.

5. Arbitration

- A. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issue submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add to or detract from the provision of the Agreement.
- B. The cost for the services of the arbitrator will be borne equally by the District and the Union.

ARTICLE VII
PROTECTION OF EMPLOYEE

- 1. Employees will immediately report to their Principal or immediate supervisor all cases of threatened bodily harm or assault suffered by them in connection with their employment. such reports to be made as soon as possible after the assault takes place.
- 2. The original oral report is to be followed within three (3) working days by a detailed written account of the incident by the employees to the Assistant Superintendent for Personnel or his designee through the Building Principal or immediate supervisor.
- 3. School authorities will comply with any reasonable request from the employee for information related to the incident and will act as liaison between the employee, the police and the courts, even if the employee is no longer employed by the District.
- 4. The District shall save employees harmless from any financial loss, including fees for an attorney to be provided by the District arising out of any claim, demand, suit or judgment by reason of any act or omission to act by such employee within or without the school building provided such employee, at the time of the act or omission complained of, was acting within the scope of their employment or under the direction of the District. The District may provide an attorney or pay attorney's fees for the defense of a criminal action against the employee.
- 5. No employee should be required as a condition of employment to use their own vehicle for school business.

ARTICLE VIII
HEALTH AND SAFETY COMMITTEE

A Health and Safety Committee comprised of clerical staff and district representatives shall be formed to investigate any health and safety complaints by the employees pertaining to, but not limited to CRT/BDT usage, and other problems relating to the comfort and well-being of the employee. Such complaints shall be given serious consideration and a written response provided to the employee by the committee.

ARTICLE IX
LABOR/MANAGEMENT COMMITTEE

A Labor/Management Committee comprised of three (3) members of the United Public Service Employees Union and three (3) representatives from the District shall be formed to investigate, confront and attempt to resolve issues concerning working conditions in the unit.

ARTICLE X
RIGHTS AND POLICIES

1. The Union shall have the right to post notices of its activities on school bulletin boards designated by the Building Principal for that purpose.
2. The Union shall have the right to use school buildings when approved under existing policy, without charge, provided that such use shall not interfere with the school program.
3. The Union shall have the right to use the District inter-office mail at any time.
4. The Board shall adopt no policy that conflicts with the express terms of this Agreement.
5. Copies of Agreements between the Board of Education and other groups within the District shall be made available to the Union President as soon as they are published.
6. All employees in the District are expected to comply with the rules, regulations and directives adopted by the District or its representatives within the provisions of this Agreement.
7. UPSEU recognizes that some of its members may have access to confidential information with respect to personnel matters and other business of the District, and that the use of such information which is unauthorized by the District may be a breach of an employee's obligation to the District.
8. The Unit Chief Shop Steward will be provided with time to carry out his/her responsibilities subject to the prior approval of the Assistant Superintendent for Personnel or his/her designee. Such approval will not be unreasonably denied.
9. The District will provide an Employee Assistance Plan.

ARTICLE XI
EVALUATIONS

1. District evaluations of the employee shall be uniform throughout the District and each employee upon hire shall be given a copy of the evaluation procedure, to be included herein.
2. The evaluations of all clerical staff shall be uniform in that the same evaluation instrument shall be used in any and all evaluations conducted. The evaluation procedure for all clerical employees consists of informing each employee of what the job responsibilities and expectations are for their respective positions. This may simply be accomplished by providing the employee with a copy of the evaluation instrument itself prior to actual evaluation. Evaluations, therefore, are conducted based upon these established parameters. In any event, evaluation instruments should be available for review by each clerical employee prior to their being used in the actual evaluation process. Each and every clerical employee shall be evaluated at least once annually, but may be evaluated more often if necessary. The purpose of the evaluation process is to openly review current performance and to identify strengths as well as weaknesses. The process of evaluation should assist with the improvement of work performance where necessary and recognize competent performance as well. It is where there is a need for improvement in performance that the evaluation instrument and process can and should be used more often than once annually.

Finally, the process of evaluation must include a review of the evaluation by the supervisor and the employee directly and an actual indication that such has been done on the instrument itself.

3. Any employee receiving an unsatisfactory rating on the job performance criteria portion of an evaluation may be advised of the availability of remedial training which is directly related to enhancing the performance of their responsibilities. Should an employee receive an overall unsatisfactory rating two consecutive years, the District may require the employee to participate in said remedial training. Remedial training may be provided through BOCES or in-district conducted. These provisions shall not supersede or affect the District's general rights including those under Education §913 or Civil Service Law §75.

ARTICLE XII

BASIC WORK DAY AND WORK WEEK

1. The basic work day and work week for 12-month employees shall be thirty-seven and one-half (37 1/2) hours per week consisting of five (5) days. Seven and one-half (7 & 1/2) hours per day including a half hour lunch period.

Effective January 1, 2002 unit employees will have their work day extended by fifteen (15) minutes on days on which teachers are in attendance. Therefore, on such days, the basic work day and work week for 12-month employees shall be thirty-eight and three quarters (38 ¾) hours per week consisting of five (5) days; seven and three quarters (7 ¾) hours per day including a half hour lunch period. (Overtime rate of pay for such days shall be calculated by dividing the yearly base salary plus longevity by [7.75 number of days in work year] and multiplying the dividend by 1.5.)

2. During July and August and whenever school is not in session the regular workday for 12-month employees shall be six and one-half (6 1/2) hours per day, including a half hour lunch period.

said hours to be flexible and to be scheduled by the appropriate administrator after consultation with the employee. (Overtime rate of pay for such days shall be calculated by dividing the yearly base salary plus longevity by [7.5 x number of days in work year] and multiplying the dividend by 1.5.)

Hours Worked vs. Overtime Rates of Pay

	School is in Session	School is Not in Session but Teachers are in	Summer Hours, no teachers reporting
12 month employees	Work 7.75 hours (Overtime calculated with 7.75 divisor)	Work 6.75 hours (Overtimes calculated with 7.75 divisor)	Work 6.50 hours (Overtime calculated with 7.5 divisor)

3. Each 10-month and 12-month employee shall receive a fifteen (15) minute coffee break during the morning of each working day.
4. The basic work year for Attendance Aides (10-month employees) shall be 191 days, consisting of every day that students are in session plus five (5) business days before school starts and five (5) business days after school ends.
5. The basic work day for Attendance Aides (10-month employees) shall be seven (7) hours per day including a half hour lunch period. Effective January 1, 2002 unit employees will have their work day extended by fifteen (15) minutes on days on which teachers are in attendance. Therefore, on such days the basic work day for Attendance Aides (10-month employees) shall be seven and one quarter (7 ¼) hours per day including a half hour lunch period. (Overtime rate of pay for such days shall be calculated by dividing the ten month base salary plus longevity by [7.25 x number of days in work year] and by multiplying the dividend by 1.5.)
6. Employees may leave the building during their lunch period and must sign out on departure and sign in on return.

ARTICLE XIII
OVERTIME

Employees shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of their regular work day. No such overtime shall be worked and no overtime rate will be paid without specific prior approval.

ARTICLE XIV
HOLIDAYS, RECESSES, SCHOOL CLOSINGS

1. Holidays - All 12-month employees shall be guaranteed seventeen (17) paid holidays per year. The Christmas holiday shall be extended by one day. It is understood that the additional holiday shall be on a day that school is not in session. The day following Christmas will be a holiday.
2. The holidays provided for in this Agreement shall be posted on bulletin boards in a conspicuous place no later than June 1st of each year. The District shall consult with the Union prior to

posting publication of the annual holiday schedule. This schedule is to be posted on a designated bulletin board accessible by all Union members.

3. Should a holiday fall during an employee's vacation, the employee shall receive an additional day's pay or another day's vacation by mutual consent.
4. Attendance Aides shall receive all paid holidays that fall within their 10-month work schedule and their salary schedule shall include and reflect these paid holidays.
5. When clerical staff is working and school is not in session, and shall there be a weather emergency, the staff shall be notified by phone chain if they are not to report to work.

ARTICLE XV
SICK LEAVE

1. Employees who are regularly assigned to work twenty (20) hours per week or more shall accumulate sick leave at the rate of twelve (12) days per annum to be recorded at the beginning of each fiscal year. New employees receive sick leave entitlement on a pro-rated basis. Such accumulation shall be without limit.
2. Sick leave is intended to cover personal illness of the individual employee only. Written verification of illness by the employee's personal physician may be required when such action is considered necessary by the administration. To assist in recording sick leave, each day must be verified by the employee on a form supplied by the administration.
3. Upon the retirement of an employee (i.e. the employee is eligible to commence receiving benefits under the New York State Employees Retirement System) with a minimum of five (5) years service to the District, he or she will receive one full day's pay for each day of unused sick leave, up to a maximum of 75 days. For such unused days over 75, he or she will receive one-half day's pay for each unused sick leave day.

Upon voluntarily leaving the service of the District, or in the event of layoff, after a minimum of five (5) years service to the District, an employee will receive one-half (1/2) day's pay for each day of unused sick leave.

ARTICLE XVI
PERSONAL LEAVE, JURY DUTY, CHILD CARE LEAVE, LEAVE OF ABSENCE

1. Personal Leave - Employees who are regularly assigned to work twenty (20) hours per week or more shall receive not more than four (4) days of annual personal leave under the following conditions:
 - A. The written application (Employee's Request for Leave - Personal Leave) must be submitted for approval to the Building Principal or, if not assigned to a building, the immediate supervisor three (3) working days prior to the leave, except in cases of emergency.
 - B. Personal leave is leave for important affairs requiring the employee's presence and which cannot be conducted outside of working hours, and shall only be approved for the following reasons:

1. Illness in the employee's immediate family.¹
2. Death in the employee's immediate family.
3. Legal matters, i.e., closing a mortgage, income tax audit or hearings required by the Internal Revenue Service, required court appearances, reading of a will, adoption proceedings, and required government agency appearances.
4. Graduation exercises of the employee's spouse or children.
5. Driver's test.
6. Required educational examinations.
7. Required parental presence at college registrations and other required school appointments.
8. Doctor's appointment, dental appointment, eye examination, physical or mental examinations or treatments.
9. Religious reasons.
10. Other reasons not listed above, for which specific explanation is required to the Building Principal or immediate superior for approval which shall not be unreasonably withheld.

C. Unused personal leave days shall be added to accumulated sick leave.

D. **Bereavement** - Each employee shall be granted upon request up to three (3) paid days for **bereavement purposes** for a death in the employee's immediate family for each occurrence. For the purposes of bereavement "immediate family" shall be defined to include the employee's guardian, and domestic partner, subject to compliance with the eligibility standards for domestic partners as established by the New York State Governmental Employees Health Care Plan.

2. **Jury Duty** - For time actually required by jury duty, an employee shall receive their regular pay and no charge shall be made against personal leave. The fee received for such jury duty shall be reimbursed to the District on or shortly after receiving said fee from the County, less any amount the employee receives for travel reimbursement.

3. **Child Care Leave** - After one (1) year of continuous employment at twenty (20) hours or more each week, an employee may apply in writing for a child care leave of absence without pay for up to 364 continuous calendar days. At the expiration of such leave, they shall be returned to their position or an equivalent position at the level of benefits they had when the leave began, if the school district is notified sixty (60) days prior to the time that the employee plans to return to work. While on leave, they may pay the full cost to maintain insurance coverage if arrangements can be made under existing insurance policies.

4. **Leave of Absence** - After two (2) years of continuous employment at twenty (20) hours or more each week, the leave of absence for up to 364 continuous calendar days without pay or benefits may be granted upon request by the employee, in the following circumstances:

¹"Immediate family" shall mean spouse, father, mother, sister, brother, child or relative living with the employee, mother-in-law, father-in-law, grandparents and grandchildren, sister-in-law, brother-in-law, daughter-in-law and son-in-law.

- A. After their sick leave is exhausted, the employee continues disabled from employment, such disability to be verified by competent medical authority acceptable to the District.
- B. A catastrophic event occurs, directly affecting the employee's spouse, children or parents, resulting in a situation that reasonably necessitates the personal presence of the employee. (In the case of parents, the employee may be required by the District to substantiate the necessity of their presence).
- C. At the expiration of such leave, the employee shall be returned to their position or an equivalent position at the level of benefits they had when the leave began, if the District is notified in writing at least thirty (30) days prior to return to work. While on leave, they may pay the full cost to maintain insurance coverage if arrangements can be made.

ARTICLE XVI
VACATIONS

- 1. A. All employees who work on a twelve (12) month schedule of regular employment shall receive an annual vacation in accordance with the following schedule:
 - Entitlement to a vacation time for any period less than a full year shall be accrued on a pro rata basis;
 - 10 days after 1 year's service and through the 5th year of service;
 - 15 days after the 5th year of service;
 - 20 days after the 10th year of service and each subsequent year of service.
- B. Attendance aides shall receive five (5) days paid vacation and their salary schedule shall include and reflect this paid vacation.
- 2. A. All vacations may be taken at times in the year when the taking of such vacations will not interfere with the operations of the District. An employee who desires to split their vacation into several periods shall apply to the Building Principal, or if not assigned to a building, to their immediate supervisor who shall forward such application with their recommendation to the Assistant Superintendent for Personnel or his designee.
- B. Vacations shall be computed from the anniversary date of employment.
- C. An employee must take their vacation annually. Unusual circumstances which could lead to exceptions must be approved by the Assistant Superintendent for Personnel or his designee.
- D. Upon one (1) month's written notice to the Assistant Superintendent for Personnel or his designee, an employee shall receive their earned vacation pay prior to the start of a vacation period, if so requested.
- 3. Any employee who voluntarily terminates their employment shall receive pro-rated vacation pay for their unused earned vacation.

ARTICLE XVIII
SAVINGS BOND DEDUCTIONS

1. Payroll deduction for the purpose of U.S. Savings Bonds will be made for those choosing to purchase U.S. Savings Bonds.

ARTICLE XIX
INSURANCE

1. **Health Insurance** - The District shall provide Health Insurance (New York State Health Insurance Program and Sachem Supplemental Health Plan; HMO-Blue Choice, or equivalent or better, with no loss of coverage) on a participating basis to all employees who are regularly assigned to work a minimum of twenty (20) hours per week and who elect to participate in such programs. The District will pay 92% and the employees will pay 8% of the monthly premium amounts for such coverage. Effective July 1, 2007 the District will pay 91% and the employees will pay 9% of the monthly amounts for such coverage. Effective July 1, 2008, the District will pay 89% and the employees will pay 11% of the monthly premium amounts for such coverage. (The District shall continue to pay for employees covered under the "HMO-Blue Choice Option", a monthly premium dollar contribution equal to that premium paid for employees under the New York State Health Insurance Program and Sachem Supplemental Health Plan up to a maximum of 100% of the monthly premium cost).

All employees hired after January 17, 1995, and thereafter, will be required to pay twenty-five percent (25%) of the District's monthly premium amounts for such coverage.

The District will continue its present practice with respect to health insurance premium payments for retirees.

Effective February 1, 2004, the Sachem Supplemental Health Insurance Program shall be eliminated. Claims for services rendered prior to February 1, 2004 will be paid if submitted to the District for payment by June 30, 2004.

Unit members hired following March 22, 2004, shall not be permitted to obtain family coverage, and shall be limited to individual coverage if their spouse is employed by the District and is provided family health care plan coverage. The employee may participate in the District's "Opt-Out" Plan and be granted the "Opt-Out" stipend for individual coverage.

2. **Death Benefit** - The District shall cover the life of each employee with a death benefit of \$2,000 payable to the employee's designated beneficiary. If no beneficiary is designated, the benefit shall be paid to the person or persons deemed most appropriate by the District and no other person or persons shall be entitled to make any claim for such benefit.
3. **Workers' Compensation Differential Payments** - An employee who is injured in the course of their employment by the District and who qualifies for workers' compensation shall receive the difference between their regular salary and compensation payments for a period not to exceed 15% of the total number of weeks they have been employed by the District up to a maximum of two (2) years for employees hired before July 1, 1981, or up to a maximum of one (1) year for employees hired on or after July 1, 1981, or until permanent disability has been determined to exist, whichever occurs first

4. Dental Health Insurance Plan

- A. The District will continue to provide the Dental Health Insurance Plan, or equivalent, or better, instituted in September, 1973. The District shall pay 75% and the employee shall pay 25% of the premium costs of said plan in each year of this Agreement.

Effective 7/1/2000 the District shall contribute an additional 5% not to exceed \$2,600 per annum toward the annual premium cost.

- B. The following procedures shall prevail:

1. New employees who elect to participate in the Dental Plan may only enroll on July 1 or January 1, during the school year.
2. Employees participating in the Dental Plan may terminate such participation at any time.
3. Coverage changes (switching from individual to dependent coverage, or vice versa) shall only be accommodated on July 1 or January 1, during the school year.

5. Long Term Disability Insurance - The District offers a disability income protection plan providing benefits not less than the plan provided for the teachers during the 1978-79 school year, and the District is to pay 100% of the cost thereof. The elimination period shall be sixty (60) days.

ARTICLE XX
RETIREMENT PROGRAM, TAX-SHELTERED ANNUITY PLAN
AND RETIREMENT INCENTIVE PLAN

1. Retirement Program - Eligible employees shall be provided the benefits of the Improved Career Retirement Plan of Section 75-i (1/50th plan) of the Retirement and Social Security Law of New York and shall also be provided the benefits of Section 41-k (certain WW II service credits), Section 41-j (unused sick leave credit), Section 43-g (transfer of service credit), Section 60-b (maximum \$20,000 death benefit) of said Law and Section 243-4 of the Military Law of New York (rights while on active military service).
2. Tax-Sheltered Annuity Plan - Any tax-sheltered annuity plan presently approved by the District shall be extended to employees covered by this Agreement and payments therein shall be by payroll deduction.

ARTICLE XXI
WORKING ABOVE TITLE - COMPENSATION

In the event that an employee works in a higher-paying existing job classification, they shall thereafter be compensated at a higher rate while continuing to work at that job classification, said compensation to be effective the first day of work. No employee shall work above title without being requested to do so by the District.

ARTICLE XXII
APPOINTMENTS, TRANSFERS AND PROMOTIONS

1. During the period of this Agreement, the District reserves the right to add new positions, to make appointments and reassignments of personnel except as specifically limited by the regulation of the Suffolk County Civil Service and the terms of this Agreement.
2. The District reserves the right to make promotions, transfers and assignments on the basis of merit as the needs of the District indicate. Seniority will be considered, but shall be determinative only when the District judges that the skill and ability and qualifications of employees involved are approximately equal.
3. Whenever vacancies occur, a description shall be posted for at least five (5) working days in all schools and/or places of employment. Each applicant shall be notified, in writing, when their application has been received and when action has been taken.
4. Personnel desiring to be transferred within the District shall notify the Personnel Office in writing of this request. Receipt of said request will be acknowledged by the Personnel Office. Whenever a vacancy occurs within the District, personnel on this voluntary transfer list will be notified first for an interview. This request will be kept on file for one (1) year.
5. Each employee interviewed for a position shall be notified of the disposition of that position.
6. An employee hired as the result of an "intergovernmental transfer", with job experience in the type of work for which they are hired may be placed on the salary schedule which closest approximates their current position's salary. Said placement shall not exceed Level 2 on the current salary schedule.

ARTICLE XXIII
SALARIES

1. A. The salary schedules for all unit members shall be as set forth in Appendix "A."
- B. Said salary schedules effective during this Agreement, will incorporate the previous described paid holidays (Article XIV,4) and five (5) days vacation for all Attendance Aides (Article XVII,1-B).
- C. Effective July 1, 2007, all newly hired employees shall receive salaries in accordance with the following entry level schedule:
 1. Hired to 12 months - \$6,000 less than first level of classification.
 2. 12 months to 24 months - \$5,000 less than first level of classification.
 3. 24 months to 36 months - \$4,000 less than first level of classification.
 4. 36 months to 48 months - \$3,000 less than first level of classification.
 5. 48 months to 60 months - \$2,000 less than first level of classification.
 6. 60 months to 72 months - \$1,000 less than first level of classification.
 7. After completion of 72 months – on first level of classification.
- D. The Clerk-Typist to the Superintendent shall receive a differential of \$500 annually.

- E. Employees hired after May 12, 1998 and before March 22, 2004, shall continue in the progression in effect on the date of their employment. Employees hired after March 22, 2004 and before July 1, 2007 shall continue in the progression in effect on the date of their employment.
- 2. Employees shall receive credit for one (1) year's service for the purpose of benefits on July 1 following the first February 1 on which they are employed.
- 3. When an employee is promoted, they shall be placed on the same level in the new classification.
- 4. When an employee's job title is elevated due to a reclassification by the Suffolk County Civil Service Commission, the employee shall receive the salary of the reclassified position retroactive to the date the application was made to the Commission, provided the employee was eligible for the reclassified position at the time of application to the Commission. If the employee was not eligible at the time of reclassification, then the increase in salary will coincide with the first date of eligibility. Clerical positions shall be reclassified only with the approval of both the supervisor of the position and the Assistant Superintendent for Personnel or his designee.
- 5. A newly hired employee hired prior to May 12, 1998 with five (5) years experience in the type of work for which they are hired shall be placed on the entry level of the appropriate salary schedule for that classification, once the probationary period has been completed. With respect to an employee hired after July 1, 1984, such employees shall be required to have been in such type of work no later than three years prior to their being hired by the District, in order to be credited with the aforementioned five (5) years of service and be placed on the entry level of the appropriate salary schedule.

ARTICLE XXIV
LONGEVITY

- A. An employee who has completed five (5) years of credited service shall receive a service increment of One Hundred and Fifty (\$150) Dollars. (This increment is not cumulative into any increments set forth below.)
- B. Effective July 1, 1992, an employee with eight (8) years of credited service shall receive a service increment of Eight Hundred (\$800) Dollars.
- C. Effective July 1, 1992, an employee with eleven (11) years of credited service shall receive a second service increment of Six Hundred (\$600) Dollars, for a total service increment of One Thousand Four Hundred (\$1,400) Dollars.
- D. Effective July 1, 1992, an employee with fourteen (14) years of credited service shall receive a third service increment of Seven Hundred (\$700) Dollars, for a total service increment of Two Thousand One Hundred (\$2,100) Dollars.
- E. Effective July 1, 2006, an employee with sixteen (16) years of credited service shall receive a fourth service increment of Two Hundred (\$200) Dollars, for a total service increment of Two Thousand Three Hundred (\$2,300) Dollars.

F. Effective January 1, 1996, an employee with twenty (20) years of credited service shall receive a fifth service increment of Three Hundred (\$300) Dollars, for a total service increment of Two Thousand Six Hundred (\$2,600) Dollars.

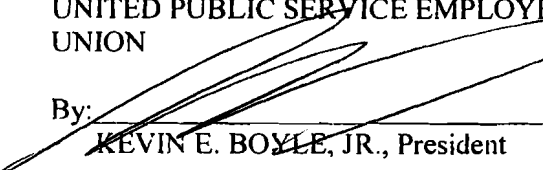
G. Effective July 1, 2006, an employee with twenty-seven (27) years of credited service shall receive a sixth service increment of One Hundred (\$100) Dollars, for a total service increment of Two Thousand Seven Hundred (\$2,700) Dollars.

ARTICLE XXV
DURATION

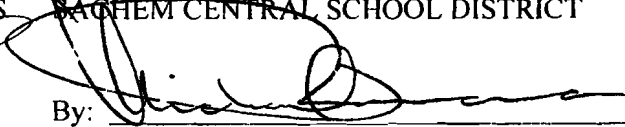
This Agreement shall become effective from July 1, 2006 to and including June 30, 2009.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 21st day of July, 2007. The foregoing constitutes the full and complete Agreement between the parties.

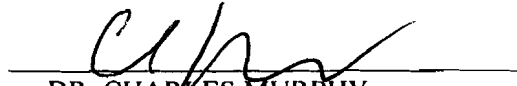
UNITED PUBLIC SERVICE EMPLOYEES
UNION

By: 
KEVIN E. BOYLE, JR., President

~~SACHEM CENTRAL SCHOOL DISTRICT~~

By: 
President
Board of Education


unit President

By: 
DR. CHARLES MURPHY
Superintendent of Schools

Sachem Central School District
Clerical Unit Salary Schedule
Appendix A

July 1, 2006 – June 30, 2009

<u>Title</u>	\$1500** 7/1/06 - 6/30/07	3.25% 7/1/07 - 6/30/08	3.25% 7/1/08 - 6/30/09
Attendance Aide (10 months)			
Pre-Step 1	n/a	\$28,401	\$29,519
Pre-Step 2	n/a	\$29,401	\$30,519
Pre-Step 3	\$30,818	\$30,401	\$31,519
Pre-Step 4	\$31,818	\$31,401	\$32,519
Pre-Step 5	\$32,818	\$32,401	\$33,519
Pre-Step 6	\$33,818	\$33,401	\$34,519
Level 1	\$34,818	\$34,401	\$35,519
Level 2*	\$34,925	\$34,511	\$35,633
Level 3*	\$35,160	\$34,754	\$35,883
Level 4*	\$35,396	\$34,998	\$36,135
Mail Clerk			
Pre-Step 1	n/a	\$36,117	\$37,486
Pre-Step 2	n/a	\$37,117	\$38,486
Pre-Step 3	\$38,291	\$38,117	\$39,486
Pre-Step 4	\$39,291	\$39,117	\$40,486
Pre-Step 5	\$40,291	\$40,117	\$41,486
Pre-Step 6	\$41,291	\$41,117	\$42,486
Level 1	\$42,291	\$42,117	\$43,486
Clerk Typist, Switchboard Operator			
Pre-Step 1	n/a	\$39,183	\$40,651
Pre-Step 2	n/a	\$40,183	\$41,651
Pre-Step 3	\$41,261	\$41,183	\$42,651
Pre-Step 4	\$42,261	\$42,183	\$43,651
Pre-Step 5	\$43,261	\$43,183	\$44,651
Pre-Step 6	\$44,261	\$44,183	\$45,651
Level 1	\$45,261	\$45,183	\$46,651
Level 2*	\$45,572	\$45,504	\$46,983
Level 3 *	\$45,886	\$45,829	\$47,318
Level 4*	\$46,515	\$46,478	\$47,989
Purchasing Technician			
Pre-Step 1	n/a	\$47,603	\$49,345
Pre-Step 2	n/a	\$48,603	\$50,345
Pre-Step 3	\$49,416	\$49,603	\$51,345
Pre-Step 4	\$50,416	\$50,603	\$52,345
Pre-Step 5	\$51,416	\$51,603	\$53,345
Pre-Step 6	\$52,416	\$52,603	\$54,345
Level 1	\$53,416	\$53,603	\$55,345

* Level 2, 3 or 4 only apply to employees currently on this level. Any employees on Pre-Steps or level 1 are ineligible to move to level 2, 3 or 4.

** \$1,500 added to base salary for 2006-2007 year only. This will be removed from the index as of July 1, 2007.

<u>Title</u>	\$1,500** 7/1/06 - 6/30/07	3.25% 7/1/07 - 6/30/08	3.25% 7/1/08 - 6/30/09
Steno, Account. Clerk, Sr. Clerk Typist, Account Clerk Typist			
Pre-Step 1	n/a	\$43,757	\$45,374
Pre-Step 2	n/a	\$44,757	\$46,374
Pre-Step 3	\$45,691	\$45,757	\$47,374
Pre-Step 4	\$46,691	\$46,757	\$48,374
Pre-Step 5	\$47,691	\$47,757	\$49,374
Pre-Step 6	\$48,691	\$48,757	\$50,374
Level 1	\$49,691	\$49,757	\$51,374
Level 2 *	\$50,003	\$50,079	\$51,707
Level 3*	\$50,318	\$50,405	\$52,043
Level 4 *	\$50,474	\$50,566	\$52,209
Sr. Stenographer, Sr. Acct. Clerk, Acct. Clerk Stenographer			
Pre-Step 1	n/a	\$46,279	\$47,978
Pre-Step 2	n/a	\$47,279	\$48,978
Pre-Step 3	\$48,133	\$48,279	\$49,978
Pre-Step 4	\$49,133	\$49,279	\$50,978
Pre-Step 5	\$50,133	\$50,279	\$51,978
Pre-Step 6	\$51,133	\$51,279	\$52,978
Level 1	\$52,133	\$52,279	\$53,978
Level 2 *	\$53,390	\$53,576	\$55,317
Senior Account Stenographer/Principal Clerk			
Pre-Step 1	n/a	\$47,392	\$49,127
Pre-Step 2	n/a	\$48,392	\$50,127
Pre-Step 3	\$49,211	\$49,392	\$51,127
Pre-Step 4	\$50,211	\$50,392	\$52,127
Pre-Step 5	\$51,211	\$51,392	\$53,127
Pre-Step 6	\$52,211	\$52,392	\$54,127
Level 1	\$53,211	\$53,392	\$55,127
Principal Account Clerk/Principal Stenographer			
Pre-Step 1	n/a	\$49,683	\$51,493
Pre-Step 2	n/a	\$50,683	\$52,493
Pre-Step 3	\$51,430	\$51,683	\$53,493
Pre-Step 4	\$52,430	\$52,683	\$54,493
Pre-Step 5	\$53,430	\$53,683	\$55,493
Pre-Step 6	\$54,430	\$54,683	\$56,493
Level 1	\$55,430	\$55,683	\$57,493

* Level 2, 3 or 4 only apply to employees currently on this level. Any employees on Pre-Steps or level 1 are ineligible to move to level 2, 3 or 4.

** \$1,500 added to base salary for 2006-2007 year only. This will be removed from the index as of July 1, 2007.

