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SEC 14790

AGREEMENT

MADE BY AND BETWEEN

CLARKSTOWN CENTRAL SCHOOL DISTRICT

AND

THE CLARKSTOWN EDUCATIONAL SECRETARIES ASSOCIATION

For the Period

July 1, 2006 - June 30, 2010

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PREAMBLE

This agreement is made and entered into on the date last written, by and between Clarkstown Central School District (hereinafter referred to as the "District") and the Clarkstown Educational Secretaries Association (hereinafter referred to as the "CESA").

WHEREAS, the parties hereto recognize the duties and responsibilities imposed upon them by the Public Employees Fair Employment Act (Chapter 392 of the Laws of 1967), as amended, to negotiate in good faith with respect to wages, hours, and other terms and conditions of employment, and

WHEREAS, both parties have negotiated in good faith and reached a mutual understanding,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I. RECOGNITION

1. The Board of Education recognizes the clerical personnel unit, including all clerical personnel, except the secretary to the Superintendent of Schools, the secretary to the Associate Superintendent for Personnel & K-12 Curriculum & Instruction, the secretary to the Assistant Superintendent for Student Learning, the secretary to the Associate Superintendent of Pupil Services, the secretary to the Director of Instruction & Profession Development K-12, the secretary to the Director of Business Services and one secretary and one Senior Clerk Typist to the Director for Personnel.

2. The Clarkstown Educational Secretaries Association has requested that it be recognized as the representative organization and the exclusive negotiating agent for said unit. The Board of Education hereby recognizes the Clarkstown Educational Secretaries Association as

the representative organization and exclusive agent for the clerical personnel unit defined herein, and that such recognition shall extend for the term of this agreement or for twenty-four months, whichever period is longer.

3. The Association recognizes the authority of the District to maintain a limit of three accounting positions in the accounting office, which positions are not within the bargaining unit.

ARTICLE II. ASSOCIATION RIGHTS

1. By acceptable written authorization from an employee covered by this agreement, the District will deduct from earned salaries or wages of employees uniform Association dues for the CESA. Such deductions shall be made in fifteen consecutive equal amounts, starting with the second pay period in October. On the third, sixth, and tenth dues deduction payroll, the District shall forward to the CESA the dues deducted, along with a list of the Association members from whom such dues deductions were made.

2. Officers or members authorized by the CESA may be excused to attend meetings and workshops pertaining to terms and conditions of employment. District obligation for payment of lost work time for this purpose shall not exceed three days per contract year. Written requests to attend such meetings shall be submitted in advance to the Superintendent of Schools Office on the District's Conference Request Form.

3. Employees covered by this agreement may request attendance to conferences, meetings, and workshops designed for professional growth by submitting such requests in advance on the District Conference Request Form to the Superintendent of Schools Office.

4. Designated Association officers or members actively engaged in negotiations or grievances which take place during working hours shall not suffer loss of pay or benefits for time spent in such engagement.

5. The CESA may use school buildings at reasonable times for meetings without cost, provided prior written permission for such use is obtained from the Superintendent of Schools.

6. The CESA may distribute notices, circulars, and other material in the District's pouch mail service and place such material on mutually designated District bulletin boards.

7. The CESA President shall be provided with an advance copy of the agenda and the minutes of the District's Board of Education meetings.

8. During negotiations, the District and the CESA agree to furnish each other available information on mandatory collective bargaining subjects, upon reasonable request.

9. The District shall furnish the CESA a list of the names, addresses, classifications, and locations of employees covered by this agreement by October 1 of each year.

10. Employees covered by this agreement may use payroll deductions for credit union transactions, tax shelter annuities, United Way contributions, and health insurance premiums by signing an appropriate form for the Payroll Department.

11. Negotiations for a new and succeeding agreement shall commence approximately five months prior to the terminal date of this agreement. The parties agree to bring to the first negotiating sessions their complete agenda for contract negotiations and other issues shall not be introduced except by mutual agreement. Succeeding negotiating sessions shall be set at each meeting, but the negotiator for each party may later agree to an alternate date. Negotiating

sessions shall be held after the regular scheduled workday and will not exceed three hours in length unless extended by agreement.

12. An employee covered by this agreement may examine such employee's personnel file during office hours in the District Personnel Office. Employees will receive a copy of reports or evaluations on their work or conduct at the time such reports are placed in the personnel file, upon request. The employee shall have the right, within ten days after receipt of such material, to submit a statement regarding any material in the file, through his/her immediate supervisor, and such statements shall be added to the personnel file.

ARTICLE III. POSITION VACANCIES, TRANSFERS, AND TERMINATIONS

1. The District will post all known position vacancies covered by this agreement on District bulletin boards for 10 working days. An employee who desires to apply for posted vacancies shall make written application with the District Personnel Office. Positions covered by the Civil Service Law will be filled in a manner consistent with Civil Service requirements.

2. Employees who desire a transfer to another position or building may make application in writing to the Personnel Office, identifying the position or building desired. If the request is for the following school year, it shall be submitted by June 1. When appropriate under State Law, the District will consider seniority in awarding transfers and filling vacancies except where job skills, experience, training, ability, and the like require exception. The District will endeavor to promote employees covered by this agreement to higher paid position vacancies.

3. Notice of an involuntary transfer or reassignment will be given as soon as possible, but not less than 15 working days prior to such action. An employee dissatisfied with an involuntary transfer or reassignment may appeal to the appropriate administrator or supervisor for

a discussion meeting and, on request, may have a written statement covering the reason(s) for such action. If the employee remains dissatisfied after said meeting, such employee may request a second discussion meeting with the Associate Superintendent for Personnel. If the employee remains dissatisfied after such meeting(s), the transfer or reassignment may be the subject of a grievance. An employee involuntarily transferred or reassigned shall not suffer a loss of total compensation unless such involuntary transfer is the result of a reduction in force and such employee's seniority and qualifications require the employee to be reassigned or transferred in lieu of termination.

4. The District, CESA and all unit members shall comply with the Civil Service Law and Rules. The probationary period shall extend for a minimum of eight weeks from date of hire in accordance with Civil Service Law to a maximum period of twenty-six weeks, with written notice to the CESA.

5. The District will annually post a notice for possible summer work, including known vacancies at the time of the posting on District bulletin boards. Ten-month clerical employees who apply for summer work shall be given preference over other applicants for the available positions. Applications for summer work shall be submitted in writing to the District Personnel Office. The job title and salary range for vacancies will be in accordance with an employee's step on the salary scale and the title of the position to which they are assigned.

6. An employee covered by this agreement who is subject to disciplinary action or termination may have a meeting with the building principal or supervisor, along with CESA representation, if desired, to discuss such action. If requested at such meeting, the employee may have a written statement of the reason(s) for the disciplinary action or termination. Such matters may be the subject of a grievance if the employee desires.

7. The Personnel Office will furnish new employees copies of literature on employee benefits, payday schedule, and the holiday schedule.

8. The Personnel Office will furnish, upon written request, job descriptions for each position covered by this agreement.

ARTICLE IV. WORK SCHEDULE

1. Full-time clerical employees shall work 7½ hours per day (37½ hours per week) from September 1 through June 30, and 6½ hours per day (32½ hours per week) from July 1 through August 31, and during the Holiday, Easter/Passover, and Mid-winter recesses when school is not in session.

2. Employees regularly working 37½ hours per week from September 1 to June 30 who are required to work in July and August will be paid at the 7½ hour per day rate, but the workday during such period will be 6½ hours per day.

3. Hourly rate (regular par-time) employees shall work up to 7½ hours per day during the 10-month school year, as required in the offices to which they are assigned. Such hours may be required during July and August.

4. Clerical employees shall have a duty-free lunch period of 30 minutes per day.

5. Employees who work 37½ hours or more per week shall have a 15-minute break in the morning and a 15-minute break in the afternoon. Employees who work more than 3 hours but less than 4½ hours per day shall have one 15-minute break per day. Employees who work more than 4½ hours but less than 7½ hours per day shall have an additional 10-minute break each day.

6. Full-time, 12-month contract employees shall have 2 non-accumulative paid days off during the Christmas vacation and 2 non-accumulative paid days off during Spring vacation, when school is not in session. The schedule for such days shall be determined by the Superintendent of Schools.

ARTICLE V. SALARIES AND HOURLY RATES OF PAY

1. Salaries and hourly rates of pay during the term of this agreement shall be in accordance with Appendix A attached to this agreement and made a part hereof which has been revised to reflect the following increases:

Effective July 1, 2006	4.0%
Effective July 1, 2007	3.75%
Effective September 1, 2008	3.75%
Effective September 1, 2009	3.75%

In the event that the District is following a contingency budget at the time of the increase, the increases shall be decreased by 0.25%--i.e.:

Effective July 1, 2007	3.5%
Effective September 1, 2008	3.5%
Effective September 1, 2009	3.5%

2. When an employee advances from a lower to a higher-paid job classification, such employee will be placed on the same step of the salary scale in the higher-paid classification.

3. An employee working for more than 10 consecutive days as a substitute for an employee in a higher-paid classification shall be paid at the rate determined by the same step in the higher-paid classification, retroactive to the first day as a substitute. This provision shall not apply to replacement for other employees who are on vacation.

4. Longevity shall be granted to a full-time employee based upon such employee's anniversary date for credited service with the district as follows:

At the start of the 15 th year of service -	\$ 750
At the start of the 16 th year of service -	\$ 750
At the start of the 17 th year of service -	\$ 750
At the start of the 18 th year of service-	\$ 750
At the start of the 19 th year of service -	\$ 750
At the start of the 20 th year of service and thereafter -	\$1,250

Where such anniversary date falls on or between July 1st and December 31st, longevity shall be paid retroactive to July 1st; where on or between January 1st and June 30th, retroactive to January 1st.

The longevity payment shall be added to the employee's base salary but shall not be cumulative.

Employees who are paid an hourly rate and who work at least 30 – 30½ hours per week for the 10-month school year shall receive longevity on a pro-rated basis.

5. Hours actually worked (versus earned except for weeks with federal holidays and Christmas Eve, New Year's Eve and Good Friday) in excess of 40 hours per week shall be paid at the rate of 1 1/2 times the employee's regular rate, for full time and hourly paid employees. Work performed on Saturdays, Sundays, and holidays shall be paid at 1 1/2 times the employee's regular rate of pay.

6. An employee covered by this agreement who has been on the payroll for 6 months or longer by July 1 shall be credited with one year's service. Movement on the new salary grid is determined by years of service.

7. In the school years 2007-08 and 2008-09, the District, in its discretion, may award a one-time signing bonus of up to \$1000, affecting the first year of employment only.

ARTICLE VI. INSURANCE

1. The CESA, on behalf of itself and its membership, is eligible to participate in the CTA Welfare Fund (hereinafter referred to as the "Fund"). The CTA Welfare Fund is in full compliance with the laws of the State of New York, to contract for and furnish dental, life, and other forms of insurance to eligible employees covered by this agreement, including eligible dependents.

2. All employees covered by this agreement, on its effective date, shall be eligible to fully participate in all the insurance coverage provided in this article, provided such employees are qualified and work the minimum weekly hours required by the insurance carrier.

3. An eligible employee covered by this agreement shall automatically become a member of the Fund unless such employee signs a refusal of membership form within 15 days from the date this agreement is signed by the parties. A new eligible employee hired subsequent to the effective date of this agreement shall automatically become a member of the Fund for the term of this agreement unless such employee signs a refusal of membership form within fifteen days after date of hire. An election of membership or non-membership shall bind the employee for the full term of this agreement.

4. During the term of the agreement, the Board agrees to forward by the middle of each calendar month the following sums of money for each eligible unit member. The District's total contribution per employee to the Fund shall control. The allocation of how much each type of coverage is funded may change at the Association's request.

<u>Type of Coverage</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Dental	\$51.12	\$57.25	\$57.82	*
Vision	8.90	10.72	10.99	*

* To be determined (same as other units)

5. Employees who sign up for health insurance coverage shall pay the difference between the amount paid by the District and the total monthly premium charged by the insurance carrier. Employee contribution(s) shall be by authorized payroll deduction.

6. A. Employees and their dependents eligible under this agreement shall have the opportunity to elect coverage under one of the group contracts for health insurance entered into between the employer and one of several health insurance providers.

Effective July 1, 2006, the District's contribution to the cost of such coverage will increase 1% to 61%, and the employee's contribution will drop 1% to 39%.

Effective July 1, 2007, the District's contribution to the cost of such coverage will increase 1% to 62%, and the employee's contribution will drop 1% to 38%.

Effective July 1, 2008, the District's contribution to the cost of such coverage will increase 1% to 63%, and the employee's contribution will drop 1% to 37%.

Effective July 1, 2009, the District's contribution to the cost of such coverage will increase 2% to 65%, and the employee's contribution will drop 2% to 35%.

Beginning at the next open enrollment, but immediately for all new hires, the District shall offer both the current Empire Plan with CORE plus medical and psychiatric enhancements and the CORE Only Plan.

B. The Board reserves its right to transfer all or any part of the health benefit plans from the providers currently under contract with the employer to successor providers

at any time during the term of this agreement, provided that substantially equivalent coverage is offered to the insured employees and such employees' covered dependents as a result of such change. Neither the number nor identities of participating providers of health care, nor better record keeping nor improved efficiency in the operation of the successor provider shall be taken into account in determining whether a successor carrier(s) is substantially equivalent to its predecessor(s). The Board guarantees that any successor provider will provide substantially equivalent coverage to that currently provided to the District's employees. In making such guarantee the Board shall rely upon the carrier's representations to it that its coverage shall be substantially equivalent to existing coverage including waiver of pre-existing conditions. It is understood and agreed that, in determining substantial equivalence, a successor provider shall be compared with the incumbent provider. Should a dispute arise between the Board and the Union as to a claimed lack of substantial equivalency, the parties hereby incorporate and agree to be bound by the Grievance procedure as contained in the applicable agreement, beginning at the final stage of the internal process, for the purpose of resolving substantial equivalency disputes herein. Such a grievance must be brought, however, within five (5) days of written notice that the District intends to change carriers and shall be expedited. Should the dispute resolution process result in a determination that plans are not broadly substantially equivalent, then the Board has the option to pay the difference upon presentation of such a claim, either directly or by arranging for payment by the successor carrier or to cancel the change in carriers.

C. Pursuant to New York and Federal law, as amended, the Board will offer to all eligible employees the option of membership in a qualified Health Maintenance Organization ("HMO") effective the first day of the term of this agreement, or within sixty (60) days after this agreement has been executed by the parties hereto, whichever is later in a manner

consistent with its health insurance obligations stated elsewhere herein and in accordance with the law, as amended.

D. All persons currently eligible for health insurance coverage as defined in the District's agreements with the Carrier and the HMO(s) shall be covered under the Plan and/or the HMO(s) as required by law.

E. All persons enrolled shall receive copies of the Plan and the HMO(s) brochures when available and all new employees shall receive copies when beginning employment.

ARTICLE VII. RETIREMENT PLAN

1. The Board of Education of the Clarkstown Central School District will cover all eligible personnel under this agreement with New York State Employees Retirement System Plan 75-i.

2. A lump-sum payment of \$10,000 will be paid to any unit member eligible to retire under the N.Y.S. Employees Retirement System who tenders an irrevocable letter of resignation to the District no later than April 14, 2007, said retirement to be effective June 30, 2007. A lump-sum payment of \$8,000 will be paid to any unit member eligible to retire under the N.Y.S. Employees Retirement System who tenders an irrevocable letter of resignation to the District no later than April 14, 2008, said retirement to be effective June 30, 2008. Any unit member who tendered his or her resignation prior to August 22, 2006 shall not be eligible for these retirement incentives.

ARTICLE VIII. LEAVES OF ABSENCE

1. Employees covered by this agreement shall be entitled to sick leave according to their yearly and weekly work schedule as appears in Appendix B.

2. The immediate family referred to in this article for bereavement leave is defined as parent or legal guardian, wife, husband, children, brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, and the parents of the husband or wife or any relative residing in the personal household of the employee. For sick leave the immediate family does not include brother, brother-in-law, sister, sister-in-law, son-in-law, or daughter-in-law.

3. If an employee's credited sick leave has expired, additional sick leave at half pay, based on the employee's regular work schedule, may be granted by the Board for up to six months, provided the employee has one year or more of continuous employment with the District. Beyond this, an additional six months' sick leave at half pay may be granted at the option of the Board, provided acceptable medical evidence is presented with such request and the illness has a prognosis of more than two weeks' duration.

4. Up to three days per year, two of which may be consecutive, may be allowed for emergency personal affairs that can be attended to only during working hours. These days are non-accumulative. Application shall be presented to the supervisor with reason in advance. In case of emergency only, the supervisor may give oral approval before the application is submitted in writing. If there is any question on the part of the supervisor, the request shall be submitted to the Superintendent of Schools for approval. Personal days beyond those allowed shall be deducted at the regular daily rate of pay or salary. Employees shall be entitled to use one (1) of their existing personal days without having to give their supervisor written notice of the actual

reason therefore. Such “Personal-Personal Day” may not be used on either side of the Memorial Day Weekend. Advance notice on the appropriate form will still be required of the employee’s intent to utilize the personal day.

Reasons for Personal Leave:

- I. Legal
 - a) Required in court
 - b) Closing on property
 - c) Marriage

- II. Professional
 - a) Civil Service certification problem

- III. Other
 - a) Child’s graduation
 - b) Home accidents
 - c) Personal (no reason required – limited to one day/year). May not be used on either side of Memorial Day Weekend.
 - d) Other

5. For each death in the immediate family, as defined in this article, five days off with pay shall be allowed. The days off shall be consecutive scheduled workdays.

6. The employees shall not lose pay on days when schools are closed due to inclement weather. If make-up school days are scheduled, the employees are expected to work and shall not be entitled to extra pay unless they are required to work more days than their work year requires. The employees shall be entitled to an extra day’s pay on the Friday preceding the Memorial Day weekend if, and only if, the official school calendar specifically defines and designates that Friday as a school closing day in lieu of snow days, and school is not held on that day. If, in such extraordinary circumstance only, the employees must work on such day, the hours

worked shall be considered overtime. The District's characterization of that day for purposes unrelated to employees in the unit shall have no impact on the foregoing.

7. Except for one day per year, 10-month clericals shall be precluded from utilizing vacation while school is in session. 12-month clericals will provide reasonable notice of intended vacation usage defined as a minimum of 2 weeks' advance notice for a request of one week or more, and 2 days' notice for a request of less than one week.

8. Each school year, the District shall develop a schedule of fourteen paid holidays (15 for unit members who work the week of the 4th of July) which may vary from year to year because of the school calendar. The holiday schedule shall be added to this agreement each year as "Schedule D."

9. An employee required to serve on a jury shall be paid the difference between jury duty pay received per day of service or part thereof and such employee's regular rate of pay. To receive payment, the employee must give the District prior notice that jury duty is required and furnish evidence that jury duty was performed on the days for which payment is claimed. On days an employee is excused from jury duty, such employee shall contact the principal or supervisor for instructions on reporting for work. An employee will not be eligible for jury duty pay when jury service occurs on a day or during hours the employee was not scheduled to work or on any day the employee would receive pay under other provisions of this agreement.

10. An employee absent because of an accident occurring on the job who furnishes the District with a doctor's certificate certifying such employee's inability to work because of the injury, shall be paid for scheduled time lost from work up to a maximum of seven days. Sick leave under this provision shall not be deducted from earned sick leave.

11. Maternity related disability will be covered under Sick Leave.

12. Civil Service employees covered by this agreement who have attained permanent status will be granted unpaid child care leave up to a maximum of one year, upon written application to the Superintendent of Schools or his designee, provided that such employee works a regular schedule of 30 hours or more per week. Requests for child care leave must be made four months before the expected time of delivery. An employee who desires to return from child care leave must notify the Superintendent of Schools or his designee, six weeks before the expected date of return to work. Such an employee will be returned to a position comparable to the one held at the time child care leave began with earned rights and privileges held prior to the start of such employee's leave.

13. When an employee covered by this agreement is required to appear in court at the direction of the School District, or because of a court order imposed by the District or its attorney on a school-related incident, such days shall not be considered Personal Leave days.

14. The benefits pursuant to Section 41-j of the Retirement and Social Security Law shall be provided to this unit.

ARTICLE IX. GRIEVANCE PROCEDURE

1. It is the intent of this procedure to provide for the orderly settlement of grievances in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

2. A grievance is defined as a complaint which may arise between the District and the CESA or an employee covered by this agreement pertaining to the interpretation, application or compliance with the specific terms and provisions of this agreement. A grievance, as defined herein, may be processed through the grievance procedure.

3. To receive consideration, a grievance shall be filed within sixty (60) days of its occurrence or within sixty (60) days of when an employee has knowledge of, or should have had knowledge of, its occurrence. Should a grievance arise, it may be processed in the following manner:

STAGE I.

An aggrieved employee(s) shall orally present the grievance to the building principal or immediate superior (hereafter referred to as “supervisor”) who shall arrange a mutually convenient time and place to informally discuss the grievance with the employee. Within ten (10) days after informal discussion, the supervisor shall render an oral answer to the employee on the grievance. If the aggrieved employee is dissatisfied with the supervisor’s answer, the grievant, with CESA knowledge and assistance, shall reduce the grievance to writing on a form agreed upon by the District and the CESA for such purpose, stating the precise nature of the grievance, section(s) of the contract alleged to be violated, and the remedy requested, and shall sign the grievance form. Copies of the grievance shall be given to the supervisor and the CESA. Within ten (10) days after receipt of the written grievance, the supervisor shall place a written answer on the grievance form, including the reasons therefor, and grant or deny the grievance.

STAGE II.

If a grievance is not settled in Stage I, the aggrieved employee may appeal it within twenty (20) days by letter to the joint committee comprised of two representatives appointed by the Superintendent of Schools and two CESA representatives. The appeal shall contain a copy of the grievance and all documents and written evidence made a part of the record at Stage I of this procedure. The joint committee shall notify all parties in interest of a time and place when an

informal hearing will be held, to receive oral and written evidence supporting each party's position on the grievance. The District and the CESA shall have the obligation to introduce all relevant testimony and written evidence in their possession, or they have knowledge of, in support of the grievance. Within twenty (20) days after a Stage II hearing, the joint committee shall render its decision in writing on settlement of the grievance, setting forth its findings of fact, granting or denying the grievance, and stating the basis upon which their answer is reached.

STAGE III.

If the aggrieved employee is dissatisfied with the disposition of the grievance at Stage II, the employee may request in writing to the CESA that it consider submission of the grievance to arbitration. If the CESA determines the grievance has merit, it may submit the grievance to arbitration within thirty (30) days after the Stage II decision. The CESA shall notify the Superintendent of Schools Office in writing of its intent to arbitrate a grievance. The notification shall identify the grievance, set forth the contentions of the CESA in support of the grievance, and be accompanied by a copy of the arbitration form requesting the American Arbitration Association for a panel of five (5) arbitrators. On receipt of the arbitration panel, representatives of the District and the CESA shall alternately strike two (2) names from the arbitrator list until one (1) name remains, who shall be designated as arbitrator for the grievance. The first striker shall be determined by agreement or by lot. Either the District or the CESA may request a second panel of arbitrators if the first is unsatisfactory. The parties shall notify the American Arbitration Association of their selected arbitrator and arrange for a hearing date, time, and place.

4. The selected arbitrator shall hold a hearing with representatives of the Board and the CESA at a mutually agreeable time and place, and issue a written decision and

award on the grievance. Neither the Board nor the CESA may introduce or rely on grounds or evidence not disclosed to the other in Stage II of the grievance procedure. The parties may waive an oral hearing by mutual agreement, in which case the arbitrator's decision and award shall be rendered after final statements and proofs are submitted by representatives of the Board and the CESA.

5. The arbitrator's decision shall be in writing and set forth his/her findings, reasonings and conclusions on the issues 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 violates the terms of this agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of the agreement. Either or both parties to this agreement reserve the right to contest, in a court of competent jurisdiction, an arbitration decision and award that violates this agreement or applicable law.

6. The cost for the services of a selected arbitrator, including per diem expenses, shall be borne equally by the Board and the CESA.

7. On reasonable request in writing, the Board and the CESA agree to make available to each other any information in their possession not privileged by law that has relevance to a grievance.

8. The election to submit a grievance to arbitration shall constitute a waiver of other remedies or forums which otherwise could be available.

9. A grievance not appealed to another stage of the grievance procedure shall be considered settled on the basis of the last decision rendered on the grievance.

ARTICLE X. MISCELLANEOUS

1. This contract is the full and complete agreement between the Board and the CESA. It may be altered, changed, added to, deleted from, or modified only by the mutual consent of the parties in a written and signed amendment to this agreement.

2. Any existing agreement or contract between the Board and an employee covered by this agreement heretofore executed shall be subject to and consistent with the terms and conditions of this agreement.

3. If any provision of this agreement or its application to any employee covered by its terms shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

4. Sufficient copies of this agreement shall be duplicated at Board expense for the CESA to have 25 copies for its use and one copy for each member employee covered by its terms.

5. Reimbursement for approved business use of a personal motor vehicle shall be paid to employees covered by this agreement. The reimbursement rate shall be in accordance with the District's current policy, but not less than 21¢ per mile.

6. Employees covered by this agreement shall not be disciplined, reprimanded, or reduced in rank without just cause.

7. The School District shall reimburse an employee for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids, or clothing up to a maximum of \$200.00 per item not covered by Workers' Compensation which are destroyed, damaged, or lost as a direct result of any student assault sustained in the discharge of the employee's duties within the scope

of the employee's employment, provided such damage, destruction or loss was not due to the employee's negligence.

8. Appendix E (Section 125 Plan; Benefits Plus; Summer Orientation) is attached hereto as a part hereof.

9. With a minimum of 2 weeks' advance notice, the District may shift the workday of unit members for up to 4 days per year such that such becomes 10 am to 6 pm, or noon to 8 pm if a Supervisor is present.

ARTICLE XI. LEGISLATIVE APPROVAL

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


ARTICLE XII. TERM OF AGREEMENT

This agreement shall be effective from the 1st day of July, 2006 until the 30th day of June, 2010.

By the Board of Education of the
Clarkstown Central School District

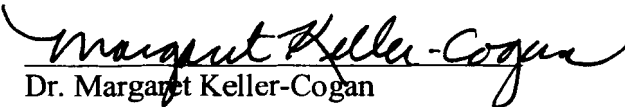
For the Clarkstown Educational
Secretaries Association:


Lorette Adams, President


Madeline Latarski, President

Date: _____

Date: 5/18/07


Dr. Margaret Keller-Cogan
Superintendent of Schools

Date: 5-25-07

C.E.S.A. SALARY SCALE						
	TITLE	YEAR	STEP 1	STEP 2	STEP 3	STEP 4
			Less than 5 years	5 to less than 10 years	10 to less than 15 yrs	15 + years
1	Clerk Clerk Typist Audio Taping	2006-2007	\$28,297	\$31,414	\$37,889	\$41,135
		2007-2008*	\$29,358	\$32,592	\$39,310	\$42,678
		2008-2009*	\$30,459	\$33,814	\$40,784	\$44,278
		2009-2010*	\$31,601	\$35,082	\$42,313	\$45,938
2	Clerk Steno	2006-2007	\$29,089	\$32,268	\$38,696	\$41,942
		2007-2008*	\$30,180	\$33,478	\$40,147	\$43,515
		2008-2009*	\$31,312	\$34,733	\$41,653	\$45,147
		2009-2010*	\$32,486	\$36,036	\$43,214	\$46,840
3	Account Clerk Account Clerk Typist Data Entry Operator 1	2006-2007	\$29,932	\$33,132	\$39,503	\$42,751
		2007-2008*	\$31,054	\$34,374	\$40,984	\$44,354
		2008-2009*	\$32,219	\$35,663	\$42,521	\$46,017
		2009-2010*	\$33,427	\$37,001	\$44,116	\$47,743
4	Sr. Clerk Typist Secretarial Typist Senior Clerk	2006-2007	\$30,505	\$34,036	\$41,467	\$44,714
		2007-2008*	\$31,649	\$35,312	\$43,022	\$46,391
		2008-2009*	\$32,836	\$36,637	\$44,635	\$48,130
		2009-2010*	\$34,067	\$38,010	\$46,309	\$49,935
5	Principal Clerk Secretary 1 Data Entry Operator II Sr. Clerk/Steno	2006-2007	\$31,296	\$34,851	\$42,276	\$45,524
		2007-2008*	\$32,470	\$36,158	\$43,861	\$47,231
		2008-2009*	\$33,687	\$37,514	\$45,506	\$49,002
		2009-2010*	\$34,950	\$38,921	\$47,213	\$50,840
6	Sr. Account Clerk Sr. Account Clerk Typist Payroll Clerk Typist	2006-2007	\$32,152	\$35,834	\$43,207	\$46,454
		2007-2008*	\$33,358	\$37,178	\$44,827	\$48,196
		2008-2009*	\$34,609	\$38,572	\$46,508	\$50,003
		2009-2010*	\$35,906	\$40,018	\$48,252	\$51,879
7	Employee Benefit Clerk Principal Acct. Clerk Principal Clerk Steno Principal Clerk Typist Principal Purchase Clerk Secretary II	2006-2007	\$32,491	\$36,555	\$43,890	\$47,137
		2007-2008*	\$33,709	\$37,926	\$45,536	\$48,905
		2008-2009*	\$34,974	\$39,348	\$47,243	\$50,739
		2009-2010*	\$36,285	\$40,824	\$49,015	\$52,641

Note: * These rates will be reduced by 0.25% for any year the District is following a contingency budget.

C.E.S.A HOURLY SCALE						
	TITLE	YEAR	STEP 1	STEP 2	STEP 3	STEP 4
			Less than 5 years	5 to less than 10 years	10 to less than 15 yrs	15 + years
1	Clerk Clerk Typist Audio Taping	2006-2007	\$14.49	\$16.08	\$19.39	\$21.06
		2007-2008*	\$15.03	\$16.68	\$20.12	\$21.85
		2008-2009*	\$15.60	\$17.31	\$20.87	\$22.67
		2009-2010*	\$16.18	\$17.96	\$21.65	\$23.52
2	Clerk Steno	2006-2007	\$14.88	\$16.50	\$19.81	\$21.48
		2007-2008*	\$15.44	\$17.12	\$20.55	\$22.29
		2008-2009*	\$16.02	\$17.76	\$21.32	\$23.12
		2009-2010*	\$16.62	\$18.43	\$22.12	\$23.99
3	Account Clerk Account Clerk Typist Data Entry Operator 1	2006-2007	\$15.32	\$16.96	\$20.23	\$21.89
		2007-2008*	\$15.89	\$17.60	\$20.99	\$22.71
		2008-2009*	\$16.49	\$18.26	\$21.78	\$23.56
		2009-2010*	\$17.11	\$18.94	\$22.59	\$24.45
4	Sr. Clerk Typist Secretarial Typist Senior Clerk	2006-2007	\$15.59	\$17.42	\$21.23	\$22.89
		2007-2008*	\$16.17	\$18.07	\$22.03	\$23.75
		2008-2009*	\$16.78	\$18.75	\$22.85	\$24.64
		2009-2010*	\$17.41	\$19.45	\$23.71	\$25.56
5	Principal Clerk Secretary 1 Data Entry Operator II Sr. Clerk/Steno	2006-2007	\$16.02	\$17.84	\$21.65	\$23.19
		2007-2008*	\$16.62	\$18.51	\$22.46	\$24.06
		2008-2009*	\$17.24	\$19.20	\$23.30	\$24.96
		2009-2010*	\$17.89	\$19.92	\$24.18	\$25.90
6	Sr. Account Clerk Sr. Account Clerk Typist Payroll Clerk Typist	2006-2007	\$16.47	\$18.36	\$22.12	\$23.80
		2007-2008*	\$17.09	\$19.05	\$22.95	\$24.69
		2008-2009*	\$17.73	\$19.76	\$23.81	\$25.62
		2009-2010*	\$18.39	\$20.50	\$24.70	\$26.58
7	Employee Benefit Clerk Principal Acct. Clerk Principal Clerk Steno Principal Clerk Typist Principal Purchase Clerk Secretary II	2006-2007				
		2007-2008*	\$17.29	\$19.45	\$23.35	\$25.08
		2008-2009*	\$17.94	\$20.18	\$24.23	\$26.02
		2009-2010*	\$18.61	\$20.94	\$25.14	\$27.00

Note: * These rates will be reduced by 0.25% for any year the District is following a contingency budget.

Appendix B

CLARKSTOWN CENTRAL SCHOOL DISTRICT

C.E.S.A. PAID DAYS

	<u>Full Time</u>	<u>Hourly</u>	<u>Rate</u>	<u>Employees</u>
	<u>Contract 37 ½ hours 12 Months</u>	<u>30-37 ½ hours 10 Months</u>	<u>18 – 29 ½ Hours 10 Months</u>	<u>Less than 18 Hours 10 Months</u>
<u>Sick Leave</u>	18 per year accumulative to 180 (30 per year for sickness in the family)	12 per year accumulative to 120 (24 per year for sickness in the family)	5 per year accumulative to 50	None
<u>Death Leave</u>	5	5	5	5
<u>Personal Leave</u>	3	3	3	3
<u>Inclement Weather</u>	Yes	Yes	Yes	Yes

If the first year is a partial year of employment (year beginning July 1), sick leave will be prorated.

Any employee who is reduced in hours, work day, or work year will retain the number of earned accumulated sick leave in her new position. However, said employee will then accrue her subsequent annual sick leave allotment at the rate of her new position, as provided in this agreement.

APPENDIX C

CLARKSTOWN CENTRAL SCHOOL DISTRICT

C.E.S.A. - PAID VACATION DAYS

<u>Completed Years of Service</u>	<u>Full Time Contract 12 Months</u>	<u>37 ½ Hours Per Week 10 Months</u>	<u>18-37 ½ Hours Per Week 10 Months</u>	<u>Less than 18 Hours Per Week</u>
1 - 4	11	9	6	None
5	14	12	8	
6	15	12	9	
7	16	12	10	
8	17	13	11	
9	18	13	11	
10	19	14		
11	20	15		
12	21	15		
13	21	15		
14	21	16		
15	21	16		

Employees with less than 25 accumulated days can accumulate and carry over from year to year up to a maximum of 25 vacation days.

Those employees who as of June 30, 1996, had vacation day accumulations greater than 25 days, may maintain and carry over those days but may not accumulate any additional days.

Employees who leave the District will be paid for a maximum of 25 accumulated vacation days. However, under no circumstances may the additional vacation days which were added beginning in 2000-01 be cashed out.

**CLARKSTOWN CENTRAL SCHOOL DISTRICT
PERSONNEL OFFICE**

**2007-2008 PAID HOLIDAY CALENDAR
PLEASE POST**

July 4, 2007 (Wednesday)	Independence Day
September 3, 2007 (Monday)	Labor Day
October 8, 2007 (Monday)	Columbus Day
November 12, 2007 (Monday)	Veterans' Day (observed)
November 22, 2007 (Thursday)	Thanksgiving
November 23, 2007 (Friday)	Day After Thanksgiving
December 24, 2007 (Monday)	Christmas Eve
December 25, 2007 (Tuesday)	Christmas Day
December 31, 2007 (Monday)	New Year's Eve
January 1, 2008 (Tuesday)	New Year's Day
January 21, 2008 (Monday)	Martin Luther King Jr. Day
February 18, 2008 (Monday)	Presidents' Day
March 21, 2008 (Friday)	Good Friday
April 21, 2008 (Monday)	Passover
May 26, 2008 (Monday)	Memorial Day

Revised 6-8-07

June 30, 1995

MEMORANDUM OF UNDERSTANDING between the
CLARKSTOWN EDUCATIONAL SECRETARIES ASSOCIATION
and
CLARKSTOWN CENTRAL SCHOOL DISTRICT

It is hereby understood that:

the CESA unit members will be permitted to participate in a Section 125 Plan administered by the District

the District will facilitate participation by interested CESA unit members in benefits offered under the NYSUT Benefits Plus. The District assumes no responsibility for the nature and operation of NYSUT Benefits Plus plans.

henceforth, all CESA unit members hired to start anytime after the close of a regular school year and before the start of the next school year will come in one additional day without additional compensation to take part in an orientation program structured by the District. The day selected will be as close as possible to the start of the new school year, but never more than seven days in advance of the start of the new school year.

Madeline Latarski

Madeline Latarski, President
Clarkstown Educational Secretaries Association

9/5/95

Date

William Heebink

William B. Heebink, Superintendent
Clarkstown Central School District

Sept. 1, 1995

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