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LABOR AGREEMENT

Between the

**BOARD OF EDUCATION, PEARL RIVER SCHOOL DISTRICT
275 East Central Avenue
Pearl River, New York 10965**

and the

**UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA
EMPIRE STATE REGIONAL COUNCIL OF CARPENTERS
LOCAL UNION 42
14 Saw Mill River Road
P.O. Box 38
Hawthorne, NY 10532**

and

CLERICAL and MONITOR UNIT

Pearl River, New York

July 1,2007 through June 30, 2012

**Pearl River School District
275 East Central Avenue
Pearl River, New York 10965**

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

DEC 08 2009

ADMINISTRATION

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AGREEMENT made and entered into as of the 1st day of July 2007 by and between the **Board of Education, Pearl River Union Free School District** (hereinafter referred to as the "**Board**") and the **Empire State Regional Council of Carpenters Local Union 42 of the United Brotherhood of Carpenters and Joiners of America** (hereinafter referred to as the "**Union**").

WITNESSETH: Whereas United Brotherhood of Carpenters and Joiners of America, Local Union 2110, which has been merged with Local 42, was on the 25th day of November 1986 recognized as the collective bargaining representatives of the Clerical and Monitor employees of the Pearl River School District, and whereas the Board and the Union have entered into negotiations for a collective bargaining agreement with respect to salaries, wages, hours, and other terms and conditions of employment with respect to employees covered by this agreement as described in Articles of Recognition for which negotiations have resulted in complete agreement between the parties.

Now therefore, it is understood and agreed by and between the Board and the Union as follows:

RECOGNITION

The Board hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to salaries, wages, hours, and other terms and conditions of employment for all clerical and monitor employees, excluding substitute employees, employed by the Board in the Pearl River Union Free School District, Pearl River, New York. This Agreement shall in no way affect any employee outside the bargaining unit described above.

Supervisory employees may continue to perform such duties and functions as they are now performing and have performed in the past in accordance with their Civil Service classification.

MANAGEMENT OF THE SCHOOL DISTRICT

The Union agrees that the management of the school district and the direction of the working forces in their normal duties shall be at the sole discretion and is the sole responsibility of the Board, and agrees that all management rights (except as specifically limited by any of the provisions of this Agreement) are reserved to the Board. Including, among others, the right to hire new employees in accordance with the Civil Service Law, to promote, transfer, to discipline, to suspend, or discharge in accordance with laws applicable, to assign work, to schedule employees' scheduled work week or the working hours thereof, to classify employees, to reclassify employees, to lay off employees because of lack of work or other legitimate reasons, to require employees to observe district rules and regulations, and to establish normal standards of work, methods and equipment to be used in the performance of the work. The Union further agrees that those enumerated management rights and powers shall not be deemed to exclude other management rights and powers not specifically enumerated herein.

It is and has been the policy of the Board to make every effort to utilize its employees to perform work when they are qualified to do so, but it reserves the right to employ temporary/substitutes under unusual or work overload situations.

PROCEDURES FOR CONDUCTING NEGOTIATIONS

Upon a request of either party for a meeting to open negotiations on a successor Agreement, a mutually acceptable meeting date shall be set not more than fifteen calendar days following such request. In any given year, such request shall be made not earlier than December 21, nor

later than February 1, except by mutual consent.

SECTION 1- EMPLOYMENT

a. Recruitment

The Superintendent or his/her designee is responsible for recruitment, in accordance with Civil Service Rules and Regulations, of all employees represented by this Agreement.

b. Appointment

The Superintendent or his/her designee shall make all appointments of employees represented by this Agreement in accordance with Civil Service Law.

c. Civil Service Law

All employees represented by this Agreement are subject to the jurisdiction of the Civil Service Law. Personnel actions relating to appointment, transfer, promotion, and separation are governed by applicable Civil Service Law.

The Rockland County Personnel Director, with offices in the County Office Building, New City, New York, administers the Civil Service Law in Rockland County.

d. Orientation

All new employees represented by this Agreement (including substitutes, temporaries, etc.) will report to the office of the Superintendent or his/her designee, for an orientation related to employment information. Each new employee will receive a job orientation by the immediate supervisor.

e. Physical Examination and X-Ray Prior to Employment

All employees are required to successfully complete a physical examination prior in employment or within 60 days after employment. This examination may be done by our school physician at no cost to the employee or by a physician selected by the employee, in which case the employee will pay the cost of the examination. The District has the right to withhold salary after the 60 days have expired until receipt of the physical examination report.

Proof of a negative chest X-Ray or intradermal tuberculin test performed within one year prior to the date of employment must be presented at the time of employment or within 30 days after employment. A free chest X-Ray may be obtained by making an appointment at Summit Park Hospital in Pomona, New York, anytime. Copies of initial physical examination if done by the employees' personal physician and a copy of the chest X-Ray or intradermal tuberculin test should be sent to the Personnel Office, 275 E. Central Avenue, Pearl River, New York 10965.

f. Files

The only people who shall have the right to see an individual's file or any material from said file, other than the individual or persons of the individual's choice, shall be:

1. All Pearl River Central Office administrators and each principal, assistant principal and director who is directly responsible for the supervision of the individual staff member.

2. The confidential secretarial staff of the above designated administrators.
3. Members of the Board
4. The Board's Legal Counsel in the performance of his/her responsibility to the Board.

g. Assignments

The Superintendent or his/her designee must clear assignment of personnel before the prospective employee begins employment.

h. Transfers

Requests for transfer may be submitted through the employee's supervisor to the Superintendent or his/her designee for consideration.

i. Promotions and Job Vacancies

In the event any clerical/monitor vacancy occurs, or a new position is created, notification shall be given to each clerical/monitor employee, prior to acceptance of any other applications for that position. Preference in appointments to such positions shall be given to members of the clerical/monitor staff, when all other factors are equal.

j. Probationary Period

The probationary period for all new employees will be twenty six (26) weeks. A new probationary period of twenty six (26) weeks will begin for current employees upon appointment to a new job title.

The purpose of the probationary period is to provide an opportunity for evaluation of the employee's job performance prior to placing an employee on permanent status.

Permanent District employees who transfer into a new probationary position shall have the right to return to their original position in accordance with Civil Service Law.

k. Evaluation

New employees will be evaluated at the end of twenty-six (26) weeks of service to determine if they have successfully completed the probationary period. Subsequent evaluations will be annual and will be completed by June 1st of each year.

Each employee's supervisor will review the evaluation with the employee. The employee will sign the evaluation indicating that it has been reviewed. An employee may obtain a copy of the evaluation.

There are two categories of performance ratings:

1. "Satisfactory" is used to describe performance in which the employee is meeting the requirement of the job with acceptable proficiency.
2. "Less Than Satisfactory" is used to describe performance that is below standard for the position.

An employee's immediate supervisor will implement the following steps when the employee is believed to be performing in an unsatisfactory manner:

1. The supervisor will inform the Superintendent or his/her designee and the Union shop steward of the problem.
2. The employee will receive a verbal warning.
3. The employee will receive a second warning in writing and the Union representative shall be informed of the ongoing problem within thirty (30) days of the incident(s).
4. The employee will receive a written evaluation if the performance hasn't improved and will become ineligible for any subsequent salary increase. This written evaluation will include goals and objectives to be accomplished within a six (6) month time frame. This written evaluation will be shared with the Union representative allowing for suggestions to be incorporated in the document that may assist in improved performance. This process shall not exceed thirty (30) days from the original date of the document. The employee will be evaluated within a six (6) month period and if the supervisor determines that the goals and objectives have been achieved, the employee shall receive the contractual increase, which shall be retroactive.
5. The last step, if employee performance has not been improved sufficiently, will be to take the appropriate action, as determined under Civil Service Regulations and other appropriate New York State laws, to dismiss the individual.
6. The employee rights to invoke the grievance procedure at any time during this process shall not be denied.

i. Separation and Resignation

Employees not having met the probationary requirements shall be separated from District employment. Employees who have completed probation may be dismissed only as provided by Civil Service Law.

A written letter of resignation should be submitted to the Superintendent or his/her designee through the employee's supervisor.

Two weeks notice is required except in cases where extraordinary circumstances exist.

An employee who has resigned may request an exit interview with the Superintendent or his/her designee.

Employees may have the option of converting accumulated vacation time to "terminal pay" instead of "time off"

SECTION II- CLERICAL / MONITOR RIGHTS

a. Clerical / Monitor Days

Employees are encouraged to develop increased competence beyond that which they may attain through the performance of their duties by attendance at seminars or conventions, in-service training programs, workshops, and participation in courses.

Pearl River School District Clerical/Monitor Unit members may submit to the Superintendent of Schools or his/her designee requests to attend conferences, meetings, and workshops dealing with professional growth. Such requests are to be submitted in advance, on the standard Conference Request Form, to the Superintendent or his/her designee.

Unit members actively engaged in negotiations or in processing grievances, which involve meeting with the District during working hours, shall not suffer any loss of pay or benefits.

b. Use of Buildings

The Pearl River School District Clerical/Monitor Unit will have the right to use school buildings at reasonable times for meetings without cost, after obtaining written approval from the Superintendent or his/her designee in advance.

c. Use of E-Mail, Pouch Mail, Mail Boxes and Bulletin Boards

The Pearl River School District Clerical/Monitor Unit may distribute notices, circulars, and other material via email and pouch mail and may place same on mutually designated bulletin boards and in mailboxes.

d. Agendas and Minutes of Board Meetings

The Shop Steward of the Pearl River School District Clerical/Monitor Unit will, upon request, be provided with a copy of the Agenda and Minutes of the official Board of Education meetings.

e. Exchange of Information

Exchanging information by either party is possible provided such information is mutually determined to be of value in facilitating the negotiating process.

SECTION III - ACTIVITIES

a. Travel Expenses and Use of Personally Owned Automobiles

Employees who use their own cars on approved official school business will be reimbursed at the rate approved by the District for all such travel. This reimbursement does not include cost of parking.

Employees traveling on official school business will be reimbursed for normal expenses including tolls, meals, lodging, cost of registration and other necessary expenses in accordance with the Districts expense reimbursement regulation. An expense report must be submitted to claim reimbursement.

b. Solicitation and Selling To or By Employees

Soliciting or selling to or by employees during working hours is not permitted.

c. Coffee Breaks

Coffee breaks will be scheduled and approved by your immediate supervisor and must be taken within the building where you are normally assigned.

They are not authorized to be taken outside of the building where you are assigned. Two ten-minute coffee breaks within each normal workday (6½ hours or more) will be allowed. One ten-minute coffee break will be allowed for any workday of less than 6½ hours.

d. Lunch Period

One-hour lunch period without pay is provided as scheduled by the employee's supervisor.

e. Work Hours

The normal shift will be 7 hours per day except during summer recess and all other school recesses when the work shift will be 6½ hours per day.

f. Emergency Closing of Schools

A stipend shall be established between the district and the unit for those clerical/monitor members who are appointed by the Pearl River Board of Education (fiscally) to work on days of emergency closing of schools.

g. On-the-Job Accidents

On-the-job accidents are covered under the District's Workers Compensation policy. These accidents should be reported immediately to your supervisor. The supervisor is responsible for reporting accidents by following current procedures. The School District will pay for time lost due to an on-the-job accident for one year.

h. Grievance Committee

A Grievance Committee has been established in compliance with Article 16 of the General Municipal Law to establish harmonious and cooperative relationships among the non-teaching personnel and members of the Board of Education, and to enhance the educational program of the District. This committee provides, through established grievance procedures, a means for orderly settlement of differences promptly and fairly as they arise and assures equitable and proper treatment of clerical personnel.

i. Grievance Procedure

1. In the event of any dispute concerning the interpretation or application of any provisions of this agreement, there shall be no suspension of work but such dispute shall be treated as a grievance and shall be resolved in the following manner:
2. It is the parties policy that all complaints will be first discussed informally by the persons most closely involved, the aim being satisfactory adjustment of disputes as promptly and efficiently as possible.
3. The Employer's representative and the Union's representative will first attempt to adjust the dispute.

A complaint by the Union (for itself or an employee) or by the Employer must be filed in writing, with the other within seven (7) calendar days after the occurrence on which it is based if it is a discipline or dismissal grievance, or within thirty (30) calendar days if the grievance arises from any other cause except that no time limit shall apply to a dispute involving an employees wage rate. Representatives designated by the Employer and by the Union will consult with each other in an effort to adjust the dispute. A complaint not so filed will be barred.

4. If the parties fail to adjust the dispute, either party may submit the controversy to the American Arbitration Association for the appointment of an arbitrator, for a hearing and determination. The arbitration request must be submitted to the American Arbitration Association within thirty (30) calendar days of the last date when the parties met to endeavor to resolve the grievance, and if not submitted within that period, will be barred. The arbitrator shall have no right to alter, amend, modify or deviate from the provisions of this agreement. The decision of the arbitrator shall be final and binding.
5. Exercise by the Board of the rights of management reserved to the Board as set forth shall not be subject to grievance except to the extent that the exercise of such rights by the Board may violate any specific term or provision of this Agreement.
6. Time periods in the above paragraphs may be waived by mutual agreement of the Board and the Union.
7. The Board and the Union on the basis of one-half Board and one-half Union will share all cost for Step 3 of the Grievance Procedure.
8. Thirty (30) days written notification must be given to the Union prior to any action by the Board which would affect the wages or benefits of unit employees.

SECTION IV - COMPENSATION AND RELATED BENEFITS

a. Pay Dates

We are on a bi-weekly payroll system with a payday every other Friday. Salaried employees are paid on each payday through that date. Hourly employees receive payment through the Friday before payday.

b. Time Sheets

Some employees, identified by their Supervisor, will be responsible for preparing their own time sheets in ink. Each employee will sign the time sheet, as will the immediate supervisor. Time sheets are to be sent to the Payroll Department. Approved overtime will be reported on a special sheet and submitted to the Payroll Department.

c. Salary

1. On July 1, 2007 all clerical/monitor unit employees of the District will receive a \$0.25 per hour raise plus a 3.5% salary wage increase.

On July 1, 2008 all clerical/monitor unit employees of the District will receive a \$0.40 per hour plus a 3.5% salary wage increase.

On July 1, 2009 all clerical/monitor unit employees of the District will receive a \$0.25 per

hour raise plus 3.5% salary wage increase.

On July 1, 2010 all clerical/monitor unit employees of the District will receive a \$0.40 per hour raise plus a 3.5% salary wage increase.

On July 1, 2011 all clerical/monitor unit employees of the District will receive a \$0.40 per hour raise plus a 3.5% salary wage increase.

2. The Superintendent or his/her designee in compliance with Civil Service regulations will place new titles in the appropriate category.

Entry Level Pay Grades

| Pay Grade | Position Title | 7/1/07-6/30/08 | 7/1/08-6/30/09 | 7/1/09-6/30/10 | 7/1/10-6/30/11 | 7/1/11-6/30/12 |
|-----------|--|----------------|----------------|----------------|----------------|----------------|
| 1 | Monitor Teacher Aide | \$9.95 | \$10.35 | \$10.60 | \$11.00 | \$11.40 |
| 2 | AV Aide, Clerk Duplicating Machine Operator | \$14.02 | \$14.42 | \$14.67 | \$15.07 | \$15.47 |
| 3 | Clerk Typist | \$14.62 | \$15.02 | \$15.27 | \$15.67 | \$16.07 |
| 4 | Library Clerk Typist I School Health Clerk Typist | \$15.12 | \$15.52 | \$15.77 | \$16.17 | \$16.57 |
| 5 | Account Clerk Typist Senior Clerk Typist | \$15.88 | \$16.28 | \$16.53 | \$16.93 | \$17.33 |
| 6 | Secretarial Typist | \$16.88 | \$17.28 | \$17.53 | \$17.93 | \$18.33 |
| 7 | Senior Account Clerk Typist Employee Benefits Clerk Typist | \$17.88 | \$18.28 | \$18.53 | \$18.93 | \$19.33 |
| 8 | Principal Clerk Typist Secretarial Assistant I Senior Payroll Clerk Typist | \$18.88 | \$19.28 | \$19.53 | \$19.93 | \$20.33 |

3. New Appointees - a new employee shall be paid the starting salary of the grade for that position. Appointments at a higher rate may be made as long as equity is maintained.
4. Part-time Appointees - all rates prescribed in the salary grade schedule are for full-time employment. When employment is on a part-time basis, an hourly rate shall be paid.
5. Salary Implementation - Full-time and part-time employees will be granted salary increases effective July 1 of each year. Employees will be notified of any change of salary.
6. Promotion to a Higher Position - when an employee is promoted to a position allocated to a higher grade, the salary shall be raised and equity maintained after successful completion of the probationary period as specified in item (i), "Probationary Period," (SECTION 1 - EMPLOYMENT). An employee of the Pearl River School District Clerical/Monitor Unit, who has not completed the probationary period in a new position on July 1st will still receive the July 1st increase.

7. Overtime Pay - Overtime should be approved by the supervisor before being worked. Time-and-a-half will be paid after 37½ hours per week at the rate of 1½ hours for each hour worked.

d. In-service/Education Stipend

Clerical/Monitor employees are eligible to participate in in-service/education. A committee composed of clerical/monitors and the Assistant Superintendent and/or administrator appointed by the Superintendent of Schools will propose a list of pre-approved courses. Upon completion of an approved course the employee will be compensated \$100.00, up to a maximum of \$400.00 (4 courses) each year of the contract.

e. Longevity Increment

To be implemented July 1, 2007, shall be prorated based on the number of hours worked in a year. Longevity payments shall be cumulative.

Years in District Longevity Increments

| Years | 2007-08 | 2008-09 | 2009-10 | 2010-11 | 2011-12 |
|-------|---------|---------|---------|---------|---------|
| 5-9 | \$750 | \$800 | \$875 | \$950 | \$1025 |
| 10-14 | \$800 | \$850 | \$925 | \$1000 | \$1075 |
| 15-19 | \$850 | \$900 | \$975 | \$1050 | \$1125 |
| 20-24 | \$900 | \$950 | \$1025 | \$1100 | \$1175 |
| 25+ | \$600 | \$650 | \$725 | \$800 | \$875 |

f. Substituting on Temporary Basis for a Higher Position

Personnel filling a position at a higher level, on a temporary basis, after first serving ten (10) days in this position will be paid at the higher rate. The ten-day period does not have to be consecutive days. Once the ten days have been served at the higher position, the person would receive the additional pay of the higher position.

For example, a clerk typist earning \$14.62 per hour, substitutes for a senior typist for 21 days, the typist would then be eligible to be paid at the higher rate for 11 days.

g. Life Insurance

Beginning July 1, 1991, Clerical/Monitor employees working 20 or more hours per week will have provided to them at District expense \$20,000 of term life insurance.

h. Benefits

The Board will make available the New York State Employees Health Insurance Plan (Empire Plan) and The First Rehabilitation Insurance Company of America's Excess Medical Expense Insurance Plan to all Clerical and Monitor employees who work at least 20 hours per week for 10 or 12 months per year either on individual or family plan unless changed and modified as provided for in this Article. In addition, the Board will make available Delta Dental Insurance to all Clerical and Monitor employees who qualify for health insurance herein either on individual or family plan unless changed or modified as provided for in this Article.

Health and Dental Insurance Employee Contributions: Employees will be responsible for a portion of the annual premium for health and dental insurance as set forth below:

Effective July 1, 2007, employees hired before December 30, 1993 shall contribute 10%, those hired after December 30, 1993 shall contribute 15%, and those hired after June 30, 2007 will contribute 17% of the total annual aggregate health and dental premium.

Effective July 1, 2008, employees hired before December 30, 1993 shall contribute 10.5%, those hired after December 30, 1993 shall contribute 15.5%, and those hired after June 30, 2007 will contribute 17.5% of the total annual aggregate health and dental premium.

Effective July 1, 2009 employee hired before December 30, 1993 shall contribute 11%, those hired after December 30, 1993 shall contribute 16%, and those hired after June 30, 2007 will contribute 18% of the total annual aggregate health and dental premium.

Effective July 1, 2010 employee hired before December 30, 1993 shall contribute 11.5%, those hired after December 30, 1993 shall contribute 16.5%, and those hired after June 30, 2007 will contribute 18.5% of the total annual aggregate health and dental premium.

Effective July 1, 2011, employee hired before December 30, 1993 shall contribute 12%, those hired after December 30, 1993 shall contribute 17%, and those hired after June 30, 2007 will contribute 19% of the total annual aggregate health and dental premium

The Board shall be entitled to change the insurance carrier(s) or self-insure during the term of this agreement and at its expiration provided that the benefits provided by the new carrier(s) or by self-insurance are equivalent to those provided by The Empire Plan and the Wrap-around Policy at the time of such change.

The Board will allow eligible members of the Unit access to the Flexible Benefit Plan (cafeteria) for the purposes allowable under I.R.S. regulations.

i. Withdrawal From Insurance Plans

Any person currently enrolled in a family health insurance plan and who desired to withdraw from all District health insurance coverage, shall be paid by the District a maximum of \$2,500 per year on a pro-rata basis in lieu thereof. Payment will be made on a pro-rated monthly basis and is contingent upon the employee giving notice in writing to the District. The pro-rata payment shall be calculated from the first month the insurance companies have stopped coverage through June 30th of each year.

The withdrawal shall automatically include withdrawal from the Excess Major Medical Plan.

Any person who withdraws may request re-enrollment according to insurance carrier regulations by written notice to the District. The procedures and regulations of the applicable insurance carriers shall govern the effective date of re-enrollment.

j. Retirement

Membership in the retirement system shall be mandatory as provided by the Civil Service Law.

k. Retirement Incentive

All employees eligible for retirement on or before August 30, 2012 who have at least six years of

service within the Pearl River School District by August 30, 2008 and who give thirty (30) days written notice prior to the effective date of retirement having worked for at least six (6) years with the District by August 30, 2007, shall be entitled to receive \$60.00 per day for unused sick leave - up to a maximum of 220 unused sick days (\$13,000.00) or, at their option, have the cash value of any such accumulated unused sick leave days applied to defray the cost of individual or family medical insurance premiums beyond the contribution made by the District on behalf of retirees from this unit.

The employee shall sign an agreement with the District at the time of retirement, indicating the selection of the health insurance option and the amount to be used to offset the retiree's contribution. Notwithstanding the stated expiration date of this agreement as set forth on the Signature page, this Retirement Incentive shall remain in full force and effect until the close of business on August 31, 2012.

If the employee has submitted a signed notice of retirement and dies before the retirement date, the benefit premium will be payable to the spouse or eligible dependent.

An employee may convert the sum of money he/she is entitled to from this Section to individual or family medical insurance coverage beyond the contribution made by the District for retirees. The employee shall sign an agreement with the District at the time of retirement, indicating the selection of the health insurance option and the amount to be used to offset the retiree's contribution.

I. Retiree Health Insurance

1. Individual Coverage - The Board shall pay up to 83%, unless otherwise noted, of the premium for the individual medical insurance coverage provided to active clerical/monitors who retire from the District subsequent to July 1, 2007. To be eligible such retirees must be receiving retirement benefits from the New York State Employees Retirement System, be eligible to receive such benefits, or if not eligible, be at least 55 years of age, and have elected individual coverage.

The following chart represents the percentage of premium that the Board shall annually contribute based on years of service:

| District Service | Board Contribution |
|------------------|--------------------|
| *23+ | *88% |
| 20 or more | 83% |
| 15 -19 | 80% |
| 10 -14 | 72% |
| 5 - 9 | 50% |

*sunsets on April 4, 2012

2. Family Coverage - The Board shall pay up to 75%, unless otherwise noted, of the premium for the family medical insurance coverage provided to active clerical/monitors who retire from the District subsequent to July 1, 2007. To be eligible such retirees must be receiving retirement benefits from the New York State Employees' Retirement System, be eligible to receive such benefit; or if not eligible, be at least 55 years of age, and have elected family coverage.

The following chart represents the percentage of premium that the Board shall annually contribute based on years of service:

| District Service | % of Premium |
|------------------|--------------|
| *23+ | *78% |
| 20 or more | 75% |
| 15-19 | 70% |
| 10-14 | 65% |
| 5-9 | 50% |

*sunsets on April 4, 2012

- Notwithstanding the above, the Board shall contribute the following percentages of the cost of individual and family health plan premiums for those clerical/monitors who retire during the time periods outlined in the following chart

| Retire from | Years of Service | Boards Contribution |
|---|------------------|----------------------------------|
| September 1, 2007 through August 31, 2008 | 13 or more | Individual - 89% Family - 79% |
| | 6 to 12 | Individual - 83% Family - 73% |
| September 1, 2008 through August 31, 2009 | 14 or more | Individual - 88% Family - 78% |
| | 7 to 13 | Individual - 82% Family - 72% |
| September 1, 2009 through August 31, 2010 | 15 or more | Individual - 87% Family - 77% |
| | 8 to 14 | Individual - 81% Family - 71% |

Persons planning to exercise this Article shall be required to serve sixty (60) days notice prior to effective retirement date. Those clerical/monitors retiring after August 31, 2010 contract will be entitled to the contract provisions as outlined in Section IV, 1 and 2.

- Clerical/monitors who have retired prior to this agreement shall remain at the previously agreed contribution rate.
- Nothing herein is intended to reduce the minimum contribution clerical/monitors are entitled to under the Statewide Health Insurance Plan.
- The Delta Dental insurance available to employees will also be made available to retirees at their own cost.

SECTION V - LEAVES, HOLIDAYS AND VACATION

a. Sick Leave

Absence due to illness or injury of up to four (4) consecutive weeks, if the employee has sufficient accrued sick days, shall be considered regular sick leave, and absence in excess of four (4) consecutive weeks shall be considered major illness or injury sick leave and shall be available upon the following conditions to the extent of available accrued sick days:

1. An employee absent for more than four consecutive weeks may be required to submit to an examination(s) by a doctor of the District's choice. The cost of such examination(s) shall be borne by the District.
2. Any employee who is on major illness or injury sick leave shall be under the continuing care of a licensed physician practicing within the scope of his/her specialty.

Clerical/monitor unit employees who work at least 17½ hours per week and over 10 to 12 months per year will accrue sick leave with pay at the rate of one and a fourth day (1¼) per month of continuous service up to a maximum of 220 days. Individuals who have accrued more than 220 days as of July 1, 1987 shall not have those sick days reduced except through illness.

No sick leave benefits will be paid to an employee during the first eight (8) weeks of the probationary period.

Two-and-a-half (2½) days of sick leave shall be credited upon completion of this eight-week period to employees who work at least 17¼ hours per week.

Absence in excess of the available sick leave will be without pay.

In extenuating circumstances of prolonged illness, an employee represented by the Pearl River School District clerical/monitor unit and who has been employed for more than three (3) years may petition the Board of Education for additional extended sick leave. When such extended sick leave is granted, the Board shall stipulate the length of such additional leave.

Employees working less than 17½ hours per week shall earn 1½ days at the completion of each six (6) month period of service (3 sick days per year) accruable up to twelve (12) days.

Clerical/monitor staff may use up to three (3) days of their personal sick leave for family illness covering, parents, children, grandparents, and persons living in the employee's household. If this benefit substantially increases sick leave utilization, not including extended sick leave days, this benefit will terminate at the expiration of the agreement.

b. Funeral Leave

Employees shall be given up to a maximum of three (3) working days off with pay at straight time, commencing with the day of death and ending on the date of the funeral, due to the death of a member of the employee's immediate family.

Immediate family is defined as parent or legal guardian, wife, husband, child or children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchild, foster parent and foster child, or any person residing in the household of the employee.

One day off with pay to attend the funeral of an employees blood aunt, uncle, niece or nephew will also be granted.

In the event of the death of relatives other than those referred to in the above section, leave may be granted in the event of the death of other relatives or close friends. The employee may apply for such bereavement leave through the supervisor, and if granted, this will not be considered as personal leave, but as additional temporary leave with pay. The employee may appeal to the Superintendent of Schools or his/her designee if denied extended leave by the Supervisor.

c. Pregnancy Related Disability Leave

A pregnant employee will be treated the same as any other employee disabled for any other medical reason insofar as sick leave benefits are concerned. The employee shall notify the Superintendent of Schools or his/her designee no later than six (6) months after the pregnancy has been determined. The employee may work until she and her physician determine she is unable to perform her duties. The employee's physician will notify the Superintendent of Schools or his/her designee in writing that the employee is disabled. This notification shall be given five (5) calendar days in advance of the beginning of the disability leave except in case of emergency.

When it is considered that the employee is able to return to work, the employee should make every effort to notify the Superintendent or his/her designee in writing of the date of return and provide a written statement from a physician supporting the date of return.

d. Child Care Leave

Upon written application to the Superintendent or his/her designee, an employee will be granted a child care leave without pay, for up to two years after her physician determines she is no longer disabled, or on expiration of sick leave, whichever is earlier. The intention to transfer from sick leave to childcare leave shall be communicated in writing at least fifteen (15) calendar days prior to the anticipated date of transfer. If the employee wishes to be granted more time, an application for extension may be granted at the discretion of the Board of Education.

Individuals on unpaid leave must submit to the Superintendent or his/her designee a letter of intent to return to work thirty (30) days prior to her return.

e. Personal Leave - Three (3) days personal leave will be allowed for all 10 and 12 month personnel who are permanent part-time (17½ hours per week or over) employees and full-time employees for leave of absence from duty without loss of regular pay for emergency situations which cannot be transacted outside of school hours. Individuals working less than 17½ hours per week shall have up to two (2) personal days per year. Application for a personal leave will be made in writing on the proper form, with no reasons required for the first two (2) days and a reason given for the third day, to the individual supervisor, with at least three (3) days advance notice prior to the date of the requested leave, except in emergency situations. The list follows:

1. Medical visit of a compelling nature for personnel or a family member.
2. Problem of a compelling nature for personnel or family member.
3. Marriage of personnel or a family member.
4. Birth of a child to a family member.
5. Graduation of personnel, or family member, including necessary travel time.
6. Severe damage to residence of personnel.
7. Legal matters.
8. Personnel may request personal leave from the Superintendent or his/her designee for

personal matters not covered in this article.

No personal leave day will be available on the day before or after a holiday or vacation, except on approval, after an explanation is given. Under no circumstances are personal days to be used for vacation or recreation.

f. Leaves Without Pay

Leaves of absence without pay for other reasons may be granted to employees at the discretion of the Superintendent or his/her designee. Employees to whom this regulation applies will not be paid for regularly scheduled holidays or vacations if on any type of approved leave without pay.

g. Jury Duty

Any employee who is required to be absent from scheduled work for jury duty shall be paid the full regular rate of pay for each day of jury duty. The employee shall give payment received from such jury duty to the School District. This is done so that an employee does not make more money for not working than for working

h. Vacations

Full-time and part-time employees who work 17½ hours or more per week will be granted vacations based on years of service prior to August 31 of the vacation year in accordance with the schedule that follows.

An employee who has completed the first eight weeks of the probationary period, but does not have one (1) year of service prior to August 31 of the vacation year, shall be granted a prorated vacation based on 5/6 day for each month of service.

Vacation Schedule Effective 1990-91

| Years of Service | ** 12 Month | * 10 Month |
|------------------|-------------|------------|
| 1 | 10 | |
| 2 | 13 | 5 |
| 3 | 14 | 5 |
| 4 | 15 | 6 |
| 5 | 16 | 6 |
| 7 | 17 | 7 |
| 9 | 18 | 7 |
| 11 | 19 | 8 |
| 13 | 20 | 8 |
| 15 | 21 | 9 |

** 12 month - Vacations shall accrue from July 1 through June 30 of each year. All vacation time must be started and completed within the vacation period beginning July 1 through August 31, except by mutual consent between employee and immediate supervisor.

Where a paid holiday falls within an employee's vacation period, the employee shall receive an extra day with pay added to vacation time.

Vacations due in any calendar year must be taken during that year and cannot be accumulated, except that upon reasonable request, the Board will approve the carry forward of 5 days

vacation to the next year.

- * 10 month - Vacations are prorated 5/12^{ths} of 12-month vacations. Those vacations must be taken at recess periods during the school year. Ten month employees who do not work a regular 5-day week have total hours averaged.

An employee who has completed the probationary period and whose employment is terminated for any reason other than discharge for cause or who is laid off before receiving vacation benefits in that year, will be paid a prorated vacation pay based on the length of service at the time of termination. An employee who resigns and gives the Board two weeks notice of such resignation will be paid a prorated vacation pay based on his/her length of service at the time of resignation.

i. Holidays - Full and Part-Time 10 and 12 Months per Year Employees

The following days will be considered holidays for full or part-time clerical/monitor personnel who work 17½ hours or more per week:

| | |
|-------------------------------|------------------------|
| New Year's Day | Yom Kippur * |
| Martin Luther King's Birthday | Columbus Day |
| Lincoln's Birthday ** | Veterans Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day *** | Christmas Day |
| Labor Day | New Year's Eve |
| Rosh Hashana * | One Floating Day **** |

The following days will be considered holidays for part-time clerical/monitor personnel who work less than 17½ hours per week:

| Years of Service | Holidays |
|------------------|---|
| 1 | Christmas Day |
| 2 | Christmas Day and New Year's Day |
| 5 | Christmas Day, New Year's Day and Washington's Birthday |
| 8 | Christmas Day, New Year's Day, Washington's Birthday and Memorial Day |
| 12 | Christmas Day, New Year's Day, Washington's Birthday, Memorial Day and Columbus Day |

- * Applicable only if school is closed. If school is in session on these holidays, staff members who observe the holidays may be off with pay. Those not observing the holidays will be given an equal number of deferred holidays to be granted with approval of their supervisor.
- ** If Lincoln's Birthday is to be used to create a mid-winter recess in the month of February, it will be considered a holiday on the Tuesday following Washington's Birthday.
- *** Not applicable to 10 month employees
- **** This day is not available to monitors when school is in session. Clerical staff must have the permission of their immediate supervisor for this day.

Labor Day is a paid holiday for all members of the unit. When a contractual holiday falls on a Saturday, it shall be observed on the preceding Friday. When a contractual holiday falls on a Sunday, it shall be observed on the following Monday.

An employee who is required to work on a scheduled holiday or Sunday, shall be paid twice the straight pay for the hours worked. The employee may elect to take compensatory time off at twice the number of hours worked in lieu of double pay. An employee will not be paid for regularly scheduled holidays if on any type of approved leave without pay.

SECTION VI - DEDUCTION OF UNION DUES

When a covered employee has signed a written assignment authorizing such deduction, the Board shall deduct from the wages received on the first pay day of each month by such employee, those periodic dues, assessments, initiation, and any other fees uniformly required by the Union. Such dues, assessments, initiation and any other fees shall be forwarded by the Board to the Union no later than the fifteenth (15th) day of the month following the month for which the deductions are to be made. Upon request by the Union, the Board shall provide the Union with a list containing the name, social security number, job classification, date of hire and date of termination, if any, of each of its employees subject to this Agreement who have not signed a dues check-off authorization. The Union will supply the Board with a listing of all periodic dues, assessments, initiation, and any other fees uniformly required by the Union, and will notify the Board of any changes to the above fees.

SECTION VII - MISCELLANEOUS

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to Law, the such provisions or application shall not be deemed valid and subsisting except to the extent required, but all other provisions or applications shall continue in full force and effect.

Copies of this Agreement shall be reproduced at the expense of the Board and given to all employees covered by this Agreement now employed or hereafter employed by the Board after its execution or employment if that occurs later.

The agendas of Board meetings will be provided to the Union, for each meeting along with the minutes when referring to the Union or employees covered by this Agreement, upon request.

MAINTENANCE OF STANDARDS

This Agreement shall not be interpreted or applied to deprive employees of benefits heretofore enjoyed unless expressly stated herein.

This Agreement expresses the total understanding of the parties on the subject of wages, hours, conditions of employment and all matters pertaining to the relations between the Board and the Union. It represents and is the result of concessions made by both parties as subjects for inclusion in this Agreement but which were later dropped or modified as a result of and in exchange for concession on other matters, which were proposed. The parties acknowledge further that each had unlimited opportunities in these negotiations to propose any matters which are proper subjects for collective bargaining. Accordingly, any new matter, economic or non-economic, whether or not it pertains to a subject covered herein, and whether or not it was raised in the negotiations that produced this Agreement is specifically waived by both parties as a subject for bargaining during the life of this Agreement.

EXPIRATION

Except as expressly provided in Section IV, subsection k, this Agreement, including any Appendix and supplement thereto, shall remain in full force and effect from July 1st 2007 until June 30th, 2012.

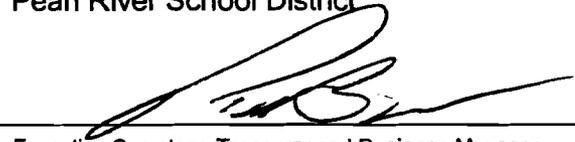
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

For the Board of Education
Pearl River School District

For the
Empire State Regional Council Of Carpenters
Local 42
Clerical/Monitor Unit
Pearl River School District



President



Executive Secretary, Treasurer and Business Manager



Superintendent of Schools



President



Council Representative



Shop Steward



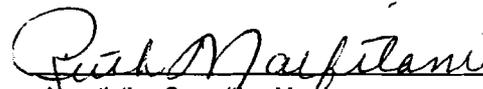
Negotiating Committee Member



Negotiating Committee Member



Negotiating Committee Member



Negotiating Committee Member

Dues Check-off Authorization Form

"I hereby authorize and direct my employer to deduct from my wages all dues and initiation fees payable to Local Union 42, United Brotherhood of Carpenters and Joiners of America, and to remit the said monies to the aforesaid Local Union. This Authorization and Assignment shall remain in effect until revoked by me in writing."

Employee Name: _____ Date: _____
signed

Original Received: _____ Date: _____
Employer

- B. The Union hereby indemnities the Board and agrees to hold it harmless from any claim or liability for refund of all or any part of any dues or initiation fees paid by or deducted from the wages of any employee under the provisions of this Article, The Union agrees to indemnify and hold the Board harmless against any claims or liability arising out of the application, maintenance, or enforcement of the foregoing provisions of this Article.

"This Authorization and Assignment shall remain in effect until revoked by me in writing"

Employee Name: _____ Date: _____
signed

Original Received: _____ Date: _____
Employer

If an employee wishes to revoke this Authorization, such revocation should be sent to the Pearl River School District Administrative Office with a copy to Local Union 42. If revoked the employee must make arrangements to pay the initiation fee and dues personally at the Local Union 42 office between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday of each week.