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Title: **Sayville Union Free School District and Sayville Clerical Unit, United Public Service Employees Union (UPSEU) (2011)**

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Union: **Sayville Clerical Unit, United Public Service Employees Union (UPSEU)**

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COLLECTIVE BARGAINING AGREEMENT

SAYVILLE UNION FREE SCHOOL DISTRICT

-with-

the UNITED PUBLIC SERVICE EMPLOYEES UNION,

the recognized union by the

SAYVILLE CLERICAL UNIT

Term: July 1, 2011 - June 30, 2015

39 People

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PREAMBLE

In order to implement the provisions of the New York State Public Employees' Fair Employment Act, the Sayville Union Free School District hereby enters into an agreement which has been negotiated according to the terms of the law.

The District and the Unit recognize the need for mutual cooperation in assuring the operation of a quality educational program for the students of the School District and in providing desirable services for the citizens of the School District.

It is recognized that the members of the clerical staff require specialized qualifications and are important and integral staff members necessary to an educational system. The successful and efficient operation of the clerical functions of the School District depends upon the maximum utilization of the abilities of clerical personnel.

Agreement made and entered into this day of June, 2013 by and between the SAYVILLE UNION FREE SCHOOL DISTRICT, 99 Greeley Avenue, Sayville, New York 11782 (hereinafter referred to as the "District"), and the United Public Service Employees Union ("UPSEU") the recognized union by the SAYVILLE CLERICAL UNIT (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the District, pursuant to a Public Employment Relations Board certification, dated February 20, 1976, has recognized the Union as the collective bargaining representative of its clerical employees as set forth in the above-mentioned certification for the purpose of collective negotiations and the settlement of grievances; and

WHEREAS, pursuant to said certification, and the Union's request for negotiations and its submission of written proposals for contract terms and conditions, the parties met and negotiated collectively in good faith over the wages, hours and other terms and conditions of employment in the unit of employees referred to above, and have reached certain understandings which they desire to confirm in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. RECOGNITION

A. The District recognizes the Union as the sole and exclusive bargaining agent for all its regular permanent full- and part-time clerical employees, attendance, health and library aides, excluding those employees identified as confidential and/or managerial.

B. The Union shall have the right to exclusive recognition during the term of this Agreement.

ARTICLE II. PAYROLL DEDUCTIONS

A. Dues Deductions

1. The District agrees to deduct from the wages of the employees covered by this Agreement, each month, the regular dues for membership required by the Union provided that those employees have individually and voluntarily authorized the District in writing to make such deductions and/or agency fees for employees who regularly work four (4) or more hours per day in accordance with the Civil Service Law. The authorization form shall be prepared and distributed by the Union. By submitting the authorization form, the member waives all rights and claim for the money deducted and transmitted and relieves the District from any liability therefore. Dues deductions shall be forwarded to the Treasurer of the Union within fifteen (15) days of such deductions at 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779.

2. In the event that earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.

3. Deductions authorized by an employee shall continue as authorized unless and until he/she notifies the District of his/her desire to discontinue or change such authorization. Notification of discontinuance of deductions shall be in writing in duplicate, signed by the employee and submitted to the District and on receipt of same the District shall immediately forward one copy to the Union. The discontinuance of dues deductions shall take effect on the payroll date nearest sixty (60) days from the date notice of discontinuance is received from the employee. The rights of the Union and the employee under this Article shall be in conformity and consistent with the requirements of Section 93(b) of the Municipal Law and Chapter 392 of the Laws of New York, 1967. If an employee discontinues his/her dues deduction, he/she shall be placed on the list for agency fee deduction.

B. Upon written request to the District, semi-monthly salary deductions will be made for U.S. Savings Bonds, one UPSEU voluntary programs deduction, the Teachers Federal Credit Union and for tax-sheltered annuities, provided these are in equal installments and on a September to June basis. By submitting the authorization form, the employee waives all rights and claims for the money deducted and relieves the District from any liability therefore.

C. The Union shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Article.

ARTICLE III. WAGES

A. The Salary and Longevity Schedules for the four years of the contract are annexed hereto as Exhibits A, B, C and D.

B. The District shall negotiate with the Union the salary schedule for any new position (classification) within this unit as established by the District.

C. SALARY AND LONGEVITY SCHEDULES

Unit members salaries will be increased as follows:

1. 2011-2012 - 0.00% on base effective July 1, 2011.
2. 2012-2013 - 0.00% on base effective July 1, 2012. Employees on top step shall receive a one time "off salary schedule" payment of One Thousand Two Hundred Dollars (\$1,200).
3. 2013-2014 - Base wage to increase by 1.50%.

4. 2014-2015 - Base wage to increase by 1.50%.

D. Effective July 1, 2013 a new Step 14 will be added to the contract at \$1,000 above Step 13. Effective July 1, 2014 a new step 15 will be added to the contract at \$1,000 above step 14.

E. Longevity shall be as follows:

Longevity is to be frozen in the first year of this agreement. Increases of \$150.00 at each step in 2012-2013, increases of \$150.00 at each step in 2013-2014 and increases of \$150.00 in 2014-2015 (prorated for 10 month employees). See below.

Additional Salary – Persons who have served the District in a salary basis continuously for:

12 Month Employees

Years of Service Commencing:	2011-2012	2012-2013	2013-2014	2014-2015
10 years	1,972	2,122	2,272	2,422
15 years	2,118	2,268	2,418	2,568
17 years	2,340	2,490	2,640	2,790
20 years	2,520	2,670	2,820	2,970

10 Month Employees

Years of Service Commencing	2011-2012	2012-2013	2013-2014	2014-2015
10 years	1,623	1,748	1,873	1,998
15 years	1,744	1,869	1,994	2,119
17 years	1,929	2,054	2,179	2,304
20 years	2,079	2,204	2,329	2,454

These sums shall not be cumulative. Part-time employees are to receive these sums on a pro-rata basis (i.e., a 4 hour employee is 4/7 of full time and receives 57% of appropriate sum).

F. Attendance Aides and Health Aides shall receive the following hourly wages:

	Attendance Aide	Health Aide
Effective July 1, 2011	\$18.25 (0.00%)	\$17.56 (0.00%)
Effective July 1, 2012	\$18.65*	\$17.95*
Effective July 1, 2013	\$18.93 (1.50%)	\$18.22 (1.50%)
Effective July 1, 2014	\$19.21. (1.50%)	\$18.49 (1.50%)

*Attendance and health aides shall not receive the off salary payments of \$1,200 in the 2012-2013 school year but shall receive the average increment of 2.22% in that year in lieu of such payment.

ARTICLE IV. MANAGEMENT RIGHTS

A. The Union recognizes its responsibility to at all times act in good faith in carrying out any and all provisions of this Agreement.

B. The Union recognizes the right of the District and the Administration to direct and control management policies subject to the obligations of the Agreement. Employees will cooperate with management in conformity with the obligations of this Agreement to facilitate effective operation.

C. All usual and normal administrative functions and responsibilities of the employer shall be reserved to the Board of Education except where specifically limited by any provisions of this Agreement.

ARTICLE V. WRITTEN BOARD POLICY

Officially written, approved and sanctioned Board of Education policy substantially affecting the terms and conditions of employment will not be changed without first negotiating with the Union.

ARTICLE VI. PERSONNEL FILE

A. Upon twenty-four (24) hours notice to the Personnel Office and at the request of the employee, he/she shall be entitled to examine his/her personnel file or folder in the presence of an administrator or the administrator's representative. The employee shall not have access to confidential material, i.e., employment references.

B. Employees may receive a copy of his/her performance reviews made after the date of the signing of this Agreement and may at his/her option, within five (5) days of receipt of the performance review, attach his/her written comments to said review.

C. The unit member shall be notified if any material of a negatively critical nature is placed in his/her file. He/she shall have the right to respond to any such inclusion within five (5) school days and is to have such response attached to the inclusion.

ARTICLE VII. STRIKES AND LOCKOUTS

During the term of this Agreement, the Union and its members collectively agree that they shall not engage in any work stoppage or strike. The District agrees not to lockout its employees during the term of this Agreement.

ARTICLE VIII. GRIEVANCE PROCEDURE

A. Any and all disputes covering the written terms and conditions of this Agreement shall be processed and resolved in the following manner:

In submitting a grievance, the employee is to identify the specific contract section which he/she alleges has been violated.

Any individual who is involved in a dispute as described above will in the first instance try to resolve same with his/her immediate supervisor. Discussion on same shall be conducted as quickly as operations permit within the school day.

B. Procedures

Stage 1 - A clerical employee having a grievance will discuss it with the supervisor involved with the objective being to resolve the matter informally. Such discussion shall take place within twenty-five (25) calendar days after the aggrieved party knew or reasonably should have known of the act or condition on which the grievance is based. No grievance will be entertained and such grievance shall be deemed waived if not discussed within the twenty-five (25) days. The employee may, if he/she so desires, have the assistance of the Union. The supervisor may, if he/she so desires, have the assistance of the next highest level of supervisory personnel, not including the Chief Executive Officer. If the employee submits the grievance through a representative, the aggrieved party must be present during the discussion of the grievance.

Stage 2 - Filing of Written Grievance - If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor no later than ten (10) calendar days following the informal discussion. Within ten (10) calendar days after the written grievance is presented to him/her, the supervisor shall render a decision in writing and present it to the aggrieved party.

Stage 3 - Appeal to Joint Union/Management Grievance Committee - If the aggrieved is not satisfied with the written decision, he/she may file a written appeal within ten (10) calendar days to a Joint Union/Management Grievance Committee consisting of the Personnel Administrator, the Assistant Superintendent for Business, the Union President, and a second person designated by the Union. The Joint Committee shall, within fifteen (15) working days of receipt of the written grievance, render its decision.

Stage 4 - Board of Education - If the grievance has not been satisfactorily resolved at the Joint Committee level, the matter shall then be submitted by the aggrieved or the Committee within ten (10) calendar days following the decision to the Board of Education or to a Committee thereof, which shall, within thirty (30) calendar days after receipt of the written grievance, render its decision which shall be final and binding on all parties.

C. Failure at any step to communicate a decision within the specified time limit shall permit the aggrieved party to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

D. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance procedure, provided, however, that nothing contained herein shall deprive any employee of any legal rights which he or she presently enjoys.

ARTICLE IX. WORKWEEK

A. The normal workweek for all regular full-time clerical employees covered by this Agreement shall be five (5) days, Monday through Friday inclusive; consisting of thirty-five (35) hours per week on the basis of seven (7) hours per day, exclusive of lunch. Summer schedule (July 1 - August 31) shall consist of five (5) days, six (6) hours per day, thirty (30) hours per week.

B. In the event there is a snow day on which regular attendance of clerical employees is excused but some of the employees are required to attend for special reasons, the employees who provided such special requested attendance shall be given compensatory time off.

ARTICLE X. OVERTIME

A. All overtime shall be assigned on a rotating nondiscriminatory basis, by job classification or building where practicable.

B. Overtime, Monday through Saturday, shall be paid at the rate of time and one-half (1 1/2) and shall be computed on a daily and weekly basis. However, overtime shall not be pyramided, and no employee shall receive both daily and weekly overtime for the same hours worked.

C. All work performed on Sunday shall be paid at the rate of double time.

D. The present practice covering the date of payment of overtime shall be continued.

ARTICLE XI. HOLIDAYS

A. There shall be fifteen (15) guaranteed holidays for all full-time twelve (12) month employees. Effective July 1, 2007 Attendance and Health aides shall be entitled to four (4) paid holidays and paid up to three (3) snow days if school is closed.

B. When work is required and performed on designated holidays, compensation shall be at double time rate. Where possible, prior notice will be given where work is scheduled on a holiday. If a holiday occurs on an employee's vacation day, he/she will be allowed an additional day's vacation.

C. 1. The holidays provided for in this Agreement shall be posted on bulletin boards in a conspicuous place.

2. Holiday schedules for the following school year will be posted within sixty (60) days after the District adopts the school calendar.

ARTICLE XII. VACATION

A. 1. Full-time twelve(12-month) employees shall receive the following vacations:

<u>Length of Service</u>	<u>Vacation</u>
After 1 year	3 weeks
After 5 years	4 weeks
After 10 years	5 weeks

In computing vacation time, length of service is to be measured as of June 30th prior to the time when the vacation will be taken.

2. Each employee will submit his/her requests for a specific vacation time to his/her supervisor no later than April 1st. In considering employee requests for vacation scheduling, seniority shall be honored to the extent that the operating needs of the school permit. The supervisor will notify the employees by May 1st of the vacation schedule. Any employee who wishes to request a change in the vacation schedule is to so notify the supervisor no later than May 15th. The supervisor will review such requests and try to accommodate them. In the event that the supervisor and the employee cannot agree on a requested change, the employee shall have the privilege of requesting the Personnel Administrator to review the matter.

3. An employee whose employment is terminated other than for just cause prior to June 30 will receive vacation pay, prorated by months worked, in lieu of vacation.

4. In the event a ten (10)-month employee is appointed to a twelve (12)-month position within the unit, the employee's service in the ten (10) month position in the unit shall be prorated against twelve (12)-month service in the unit for the sole purpose of establishing length of service for vacation eligibility as a twelve (12) month employee.

B. Ten (10)-month employees commence work on September 1, and their services terminate on June 30 of the following year. Vacations consist of the regularly scheduled school recesses - winter, mid-winter, spring - as well as other holidays on which the school is closed.

C. Hourly paid attendance aides' work year shall commence on the first day of student attendance and end on the last day of student attendance.

D. Vacations for business office personnel may not be taken during the last three weeks of June and/or the last three weeks of August.

ARTICLE XIII. VISITATION - LABOR-MANAGEMENT COMMITTEE

A. The Union, through its representatives, shall have the right to visit schools in the District.

B. The Union shall, prior to visiting the District, notify and obtain permission of the Superintendent or his/her designee, of the time and place of the prospective visit. The Superintendent will not unreasonably withhold permission.

C. The Union representative shall at all times confine his/her visits to Union business and at no time shall he/she interrupt services or disrupt the functioning of the District.

D. Labor-Management Committee - A Labor-Management Committee will be formed to meet periodically to discuss matters of mutual concern to both parties. It shall consist of equal representation from labor and management.

ARTICLE XIV. PHYSICAL EXAMINATIONS

Physical examinations required by the District, including X-rays at the discretion of the examining school physician, shall be paid by the District.

ARTICLE XV. INSURANCE

A. Retirement

The District agrees to continue the retirement benefit plan currently in force for bargaining unit employees under the New York State Employees Retirement System (1/60th Plan, retroactive to 1938). (75i)

B. Extended Death Benefit Plan

The District shall continue the additional benefit No. 3 under New York State Employees Retirement System consistent with the statutes governing said retirement system.

1. Health Insurance includes the Suffolk School Employees Health Plan or H.M.O. Plans now in effect in the Sayville School District. However, District may exercise its right to revert back to the Empire Plan or another plan that provides comparable or better benefits than

the Suffolk Schools Employees Health Plan. However, the District agrees to give the Union advance notice regarding the change in insurance carriers.

Health Insurance Declination

2. Each January 1, a full time unit employee may decline either family or individual health insurance coverage for one year. On the anniversary date of this declination, the employee will receive a bonus equal to one half (1/2) the amount the Board saved as a result of that declination, but in no event shall such bonus exceed Two Thousand Three Hundred (\$2,300.00) Dollars for declining family health and One Thousand (\$1000.00) Dollars for declining individual health coverage. The employee may elect to reinstate coverage at any time subject to approval of the carrier, but the employee shall not then be eligible for the bonus unless the declination is in effect for one (1) year. Notwithstanding the foregoing, an employee who is hired by the District during the course of the calendar year or leaves the District's employ during the calendar year shall be eligible for pro rata payments for the months that he/she actually declined health insurance benefits during that calendar year.

3. Health Insurance includes the Suffolk School Employees Health Plan or HMO now in effect in the Sayville School District, Empire Plan or comparable plan selected by the District.

(a) During the 2011-2012 school year, the District's share of the cost for health insurance for individuals shall be eighty-five percent (85%) percent of the Suffolk School Employees Health Plan (or any other plan implemented). The District's share of the cost for health insurance for family coverage shall be eighty-five (85%) percent of the Suffolk School Employees Health Plan (or any other plan implemented), but the District shall not pay for family coverage for any unit member who is covered by a similar plan by any other employer, including the District, or carrier. Such individual may opt for individual coverage or decline such coverage under Section 2 above. Any additional sums which may be required for H.M.O. shall be paid by the unit member. A unit member with family or individual coverage shall contribute fifteen percent (15.0%) percent annually toward family or individual health insurance coverage and the District shall pay the balance.

(b) The provisions of paragraph (a) shall continue to apply in subsequent years of the agreement except the contribution rates shall be as follows for individual and family premiums:

2012-2013 – The District shall contribute eighty-five percent (85%) towards the cost for health insurance and the employee shall contribute fifteen percent (15%) towards the cost

2013-2014- The District shall contribute eight-five percent (85%) towards the cost for health insurance and the employee shall contribute fifteen percent (15%) towards the cost.

2014-2015 - The District shall contribute eighty-two and one half percent (82.5%) towards the cost for health insurance and the employee shall contribute seventeen and one half percent (17.5%)

4. The District's share of health insurance costs shall be prorated for regular part time employees who obtain eligibility for such insurance.

5. Retirees will contribute a flat dollar amount equal to the amount they were paying in their final year of employment

6. Eligible employees shall receive a written contract from the District setting forth their retiree health insurance benefits.

D. Dental and Optical

Effective July 1, 2011 the District shall contribute up Nine Hundred and Five Dollars (\$905.00) annually toward dental and optical for all regularly employed full time employees who participate in such program. Effective January 1, 2013, this shall be increased to Nine Hundred Forty-One Dollars (\$941.00). Effective January 1, 2014 this amount shall be increased to Nine-Hundred Seventy-Seven Dollars (\$977.00). Effective January 1, 2015 this amount shall be increased to One Thousand and Thirteen Dollars (\$1,013.00). The amount of the District's contribution shall be prorated for regularly appointed part-time employees.

E. Long-Term Disability

The District shall provide long term disability insurance coverage for salaried employees.

F. The District shall provide a Ten Thousand (\$10,000.00) Dollar term life insurance policy for all regularly employed full-time employees who participate in such program.

ARTICLE XVI. WORKERS' COMPENSATION

A. Employees injured on the job under an approved Workers' Compensation claim are to be paid full salary during the disability without loss of sick leave, as long as Workers' Compensation weekly benefits are in effect and the District shall receive the weekly benefits paid to the employee by the insurance carrier.

B. Salary payments to injured employees covered under Workers' Compensation salary payments shall not continue beyond six (6) months from the date of injury, except that each specific case shall be evaluated by the District at said termination date. The District in its

discretion may extend said salary payments beyond said termination date on such terms and conditions as it deems just and proper and shall further periodically review and evaluate each specific case.

Notwithstanding the foregoing, if an employee indicates that he/she will be absent for more than three months, the District has the right to send the employee for a medical examination to determine the employees' fitness to return to work. The doctor shall be a physician specializing in the area in the employees' illness and shall be a medical participating doctor. After three months the District may discontinue full salary payments if the employee remains out of work as a result of the injuries suffered in the work related absence. However, if the doctor determines that the employee is unable to return to work to perform his/her normal job duties, the District shall continue full salary payments for no more than three additional months (except as set forth above) of a Workers' Compensation related absence, retroactive to the date that salary payments were suspended. Nothing herein shall prevent an employee whose salary payments are suspended from utilizing his/her accrued sick leave prior to his/her first scheduled visit to the participating doctor.

ARTICLE XVII. LEAVE DAYS

A. Annual Leave Days

1. Employees shall be allowed full pay during absence on account of personal leave, personal illness or illness in the immediate family as follows:

a. Full-time regular twelve (12)-month employees -- up to fifteen (15) days per year, cumulative to one hundred eighty (180) days. Up to three (3) days per year may be used for personal leave.

b. Full-time regular ten (10)-month employees --up to thirteen (13) days per year, cumulative to one hundred fifty (150) days. Up to three (3) days per year may be used for personal leave.

c. Part-time twelve (12)-month employees -- up to fourteen (14) days of regularly assigned hours per year cumulative to ninety (90) days. Up to two (2) days per year may be used for personal leave.

d. Part-time (10) month employees -- up to twelve (12) days of regularly assigned hours per year cumulative to seventy (70) days. Up to two (2) days per year may be used for personal leave.

2. The immediate family is defined as parents, parents-in-law, spouse, children, brother, sister, brother-in-law, sister-in-law, guardian, grandchildren or grandparent. Such absence will require oral approval followed by written notice upon return to work.

3. Personal leave for absence is for unavoidable reasons. The reason for the personal day shall, upon request, be orally stated to the Personnel Administrator. Requests for such absence must be approved in writing forty-eight (48) hours in advance of the leave. Such requests shall not unreasonably be denied. The following stipulation also shall apply:

a. No approval will be granted for days immediately preceding or following a vacation period or holiday unless the absence is clearly beyond the control of the employee; and

b. The Administration shall have the right, in its discretion, to limit the number of employees absent on any given day in the best interest of the School District.

4. In the fall of each year the District will notify employees of their accumulated annual leave days.

B. Bereavement Leave

Absence for death in the immediate family, as defined in Paragraph "A" immediately above, shall be granted with no loss of pay to full-time employees and shall not be charged against their leave credit. Such absence will require oral approval followed by written notice upon return to work.

Each bereavement shall be treated on an incident basis.

C. Jury Duty

Employees who are legally required to serve on Jury Duty shall receive their regular pay and shall return the Jury Duty allowance to the District. The mileage allowance will be retained by the employee.

D. One-Year Leave

Upon thirty (30) days' written notice to the District, an employee with at least one year of service in the District may apply for a leave of absence of up to one (1) year. The application for the leave shall specify the requested length of time for the leave. Said leave shall be in lieu of the former maternity leave.

E. Civil Service Examination

If the District requires an employee to take a civil service examination, the employee will be granted leave time for the day of the test.

ARTICLE XVIII. RETIREMENT

A. Full time employees who have served at least ten (10) years with the District as of retirement date and who permanently retire and provide three months notice of their permanent retirement (except in extenuating circumstances, e.g., major life event, death of spouse or close relative) shall be paid One Hundred and Six (\$106.00) Dollars per day for each day of unused accumulated leave time. If the employee dies while in the employ of the District, the estate or the beneficiary of the employee will receive the amount specified as if the employee retired.

B. Effective July 1, 2013 employees, to be eligible for the benefit in paragraph A must generally retire at the end of the school year, i.e., June 30. Notwithstanding this requirement, employees who must retire at other times of the year, because of individual or family illness or other necessities, e.g., change in marital status, relocation, etc. will still be eligible for the foregoing benefit. Any dispute herein will be subject to the contract's grievance procedure

C. Deferred Compensation Plan

1. It is agreed that the District shall adopt an eligible deferred compensation plan as described under Internal Revenue Code Section 457(b) on or before July 1, 2007.

2. The parties agree that the purpose of this agreement is to lawfully maximize the tax sheltering benefits of members of the UPSEU who are retiring in calendar year 2007 and thereafter.

3. No Cash Option - No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

4. Separation Incentive - All payments due under Article XVIII of the collective bargaining agreement between the School District and the UPSEU shall be made as an Employer Non-elective Contribution to the 403(b) account of each covered employee in accordance with the terms and conditions of this Agreement and Article XVIII of the collective bargaining agreement. The Employer Non-Elective Contribution in the calendar year of retirement shall be made within 30 days immediately following the members' effective date of separation from the district.

5. Contribution Limitations - In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

6. In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be contributed to the Employee's 403(b) by January 15th of the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and by January 15th of each subsequent year for up to five (5) years after the year of the Employee's employment severance, or until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

7. 403(b) Accounts Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the UPSEU endorsed 403(b) program.

8. This agreement shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the UPSEU and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

9. The UPSEU acknowledges that the District has made no representation to it or its members as to the position of the Internal Revenue Service (IRS) regarding the tax-deferred status of these contributions or as to the position of the New York State Employees' Retirement System (ERS) regarding whether these contributions will be included in the member's final average salary (FAS). The parties agree that in the event the implementation of part or all of this non-elective 403(b) plan is deemed contrary to law or regulation, the UPSEU shall hold harmless the District for any and all costs, fees, penalties and losses incurred as a result of the implementation of this program.

10. Effective January 1, 2013 any unit member opening a new account outside of the Preferred Provider Program shall be responsible for any and all administrative fees associated with that particular account. (Current employees with existing accounts shall not be charged for the existing account).

ARTICLE XIX. BREAKS

All full-time employees shall receive one (1) twenty (20)-minute coffee break per day with the exception of the switchboard operator who shall have two (2) fifteen (15)-minute coffee breaks.

All part-time employees shall receive one (1) ten (10)-minute coffee break per day.

ARTICLE XX. HIGHER JOB CLASSIFICATION

An employee who is expressly designated in writing by the Personnel Administrator to perform work at a higher paying job classification for a period of time exceeding three (3) consecutive days shall receive compensation at the rate of pay of such higher job classification at his/her comparable step commencing with the fourth consecutive day in which he/she serves in such position, provided the performance in such position carries equivalent responsibility and is clearly of a quality commensurate therewith. This would not include work so designated due to absent employees being on scheduled vacation.

ARTICLE XXI. PROMOTIONS

Employees who are permanently promoted to a higher paying job classification shall be compensated at the rate of pay of a parallel step on the new salary schedule.

ARTICLE XXII. NOTICES OF PROMOTIONS

A. Notices of promotional positions within the unit shall be posted at least ten (10) days prior to appointment.

B. The President of the Union shall be notified of all unit vacancies.

ARTICLE XXIII. SEMINARS OR TRAINING CLASSES

Within the discretion and judgment of the District, clerical employees may be permitted to enroll and attend District-approved seminars or training classes. When such enrollment or attendance is approved, the cost or charges for same shall be borne by the District.

ARTICLE XXIV. BOARD AGENDA

A copy of the agenda of public Board of Education meetings and accompanying schedules, if any, relating to persons within the unit will be furnished to the Union. Upon the request of the Union, an unofficial copy of the minutes of the Board of Education will also be furnished. The Union will pay for any extra expenses involved.

ARTICLE XXV. MISCELLANEOUS

A. In accordance with Article XIV of the Civil Service Law, Section 204-a

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

B. If any provision of this Agreement or any application thereof shall be contrary to law, then such provision or application shall not be deemed valid and binding except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

D. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be deemed part of the established policies of the District.

E. Any individual agreement or contract between the District and unit employees shall be subject to and consistent with the terms and conditions of this Agreement.

F. Employees may discuss matters of general interest which are nonnegotiable subjects with representatives of the District.

G. The District shall evaluate employees on a form approved by Central Administration after first consulting with representatives of the Union.

ARTICLE XXVI. CIVIL SERVICE LAW ARTICLE 75

In the event charges are filed by the District against an employee under Article 75 and the employee is suspended from duty, such employee shall not receive pay pending the final disposition of the case unless and only during the time the District's actions cause a delay in the disposition of the case. In the event charges are not sustained the employee may receive a back pay award.

ARTICLE XXVII. LIBRARY AIDES - LAYOFF

In the event of a layoff, library aides shall be laid off according to District-wide seniority.

ARTICLE XXVIII. DURATION

This Agreement shall be effective as of July 1, 2011 and shall remain in full force and effect until June 30, 2015.

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

UNITED PUBLIC SERVICE EMPLOYEES UNION SAYVILLE UNION FREE SCHOOL DISTRICT

By: _____
Kevin E. Boyle, Jr.

By: _____

By: _____
Maureen Grace
Unit President

2011-2012 Salary Schedule

		Steno.	Senior	Stenog.		10-Month	10-Month	Senior
	Clerk	Swthcbd.	Clerk	Word Pr.	Account	Clerk	Library	Account
	Typist	Oper.	Typist	Spec.	Clerk	Typist	Aide	Clerk
Step	1	2	3	4	5	6	7	8
1	41,940	44,326	45,029	46,396	46,710	33,505	35,034	50,053
2	43,528	45,920	46,616	47,987	48,301	34,777	36,303	51,642
3	45,124	47,506	48,205	49,574	49,893	36,051	37,577	53,236
4	46,709	49,093	49,796	51,163	51,479	37,326	38,852	54,820
5	48,299	50,688	51,385	52,756	53,074	38,599	40,127	56,413
6	49,887	52,277	52,972	54,343	54,662	39,868	41,397	58,006
7	51,478	53,868	54,567	55,935	56,252	41,145	42,672	59,593
8	53,065	55,457	56,154	57,526	57,840	42,419	43,942	61,180
9	54,653	57,045	57,742	59,120	59,428	43,693	45,213	62,771
10	56,239	58,634	59,330	60,711	61,018	44,966	46,483	64,359
11	57,826	60,223	60,916	62,305	62,607	46,239	47,755	65,949
12	59,413	61,811	62,504	63,897	64,195	47,513	49,027	67,535
13	61,000	63,402	64,091	65,490	65,784	48,787	50,298	69,121

2012-2013 Salary Schedule

		Steno.	Senior	Stenog.		10-Month	10-Month	Senior
	Clerk	Swthcbd.	Clerk	Word Pr.	Account	Clerk	Library	Account
	Typist	Oper.	Typist	Spec.	Clerk	Typist	Aide	Clerk
Step	1	2	3	4	5	6	7	8
1	41,940	44,326	45,029	46,396	46,710	33,505	35,034	50,053
2	43,528	45,920	46,616	47,987	48,301	34,777	36,303	51,642
3	45,124	47,506	48,205	49,574	49,893	36,051	37,577	53,236
4	46,709	49,093	49,796	51,163	51,479	37,326	38,852	54,820
5	48,299	50,688	51,385	52,756	53,074	38,599	40,127	56,413
6	49,887	52,277	52,972	54,343	54,662	39,868	41,397	58,006
7	51,478	53,868	54,567	55,935	56,252	41,145	42,672	59,593
8	53,065	55,457	56,154	57,526	57,840	42,419	43,942	61,180
9	54,653	57,045	57,742	59,120	59,428	43,693	45,213	62,771
10	56,239	58,634	59,330	60,711	61,018	44,966	46,483	64,359
11	57,826	60,223	60,916	62,305	62,607	46,239	47,755	65,949
12	59,413	61,811	62,504	63,897	64,195	47,513	49,027	67,535
13	61,000	63,402	64,091	65,490	65,784	48,787	50,298	69,121

2013-2014 Salary Schedule

		Steno.	Senior	Stenog.		10-Month	10-Month	Senior
	Clerk	Swrchbd.	Clerk	Word Pr.	Account	Clerk	Library	Account
	Typist	Oper.	Typist	Spec.	Clerk	Typist	Aide	Clerk
Step	1	2	3	4	5	6	7	8
1	42,569	44,991	45,704	47,092	47,411	34,008	35,560	50,804
2	44,181	46,609	47,315	48,707	49,026	35,299	36,848	52,417
3	45,801	48,219	48,928	50,318	50,641	36,592	38,141	54,035
4	47,410	49,829	50,543	51,930	52,251	37,886	39,435	55,642
5	49,023	51,448	52,156	53,547	53,870	39,178	40,729	57,259
6	50,635	53,061	53,767	55,158	55,482	40,466	42,018	58,876
7	52,250	54,676	55,386	56,774	57,096	41,762	43,312	60,487
8	53,861	56,289	56,996	58,389	58,708	43,055	44,601	62,098
9	55,473	57,901	58,608	60,007	60,319	44,348	45,891	63,713
10	57,083	59,514	60,220	61,622	61,933	45,640	47,180	65,324
11	58,693	61,126	61,830	63,240	63,546	46,933	48,471	66,938
12	60,304	62,738	63,442	64,855	65,158	48,226	49,762	68,548
13	61,915	64,353	65,052	66,472	66,771	49,519	51,052	70,158
14	62,915	65,353	66,052	67,472	67,771	50,519	52,052	71,158

2014-2015 Clerical Salary Schedule

		Steno.	Senior	Stenog.		10-Month	10-Month	Senior
	Clerk	Swthbd.	Clerk	Word Pr.	Account	Clerk	Library	Account
	Typist	Oper.	Typist	Spec.	Clerk	Typist	Aide	Clerk
Step	1	2	3	4	5	6	7	8
1	43,208	45,666	46,390	47,798	48,122	34,518	36,093	51,566
2	44,844	47,308	48,025	49,438	49,761	35,828	37,401	53,203
3	46,488	48,942	49,662	51,073	51,401	37,141	38,713	54,846
4	48,121	50,576	51,301	52,709	53,035	38,454	40,027	56,477
5	49,758	52,220	52,938	54,350	54,678	39,766	41,340	58,118
6	51,395	53,857	54,574	55,985	56,314	41,073	42,648	59,759
7	53,034	55,496	56,217	57,626	57,952	42,388	43,962	61,394
8	54,669	57,133	57,851	59,265	59,589	43,701	45,270	63,029
9	56,305	58,770	59,487	60,907	61,224	45,013	46,579	64,669
10	57,939	60,407	61,123	62,546	62,862	46,325	47,888	66,304
11	59,573	62,043	62,757	64,189	64,499	47,637	49,198	67,942
12	61,209	63,679	64,394	65,828	66,135	48,949	50,508	69,576
13	62,844	65,318	66,028	67,469	67,773	50,262	51,818	71,210
14	63,859	66,333	67,043	68,484	68,788	51,277	52,833	72,225
15	64,859	67,318	68,043	69,484	69,788	52,277	53,833	73,225