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#### **Contract Database Metadata Elements**

Title: **Floral Park-Bellerose Union Free School District and Floral Park-Bellerose Clerical Personnel Unit, CSEA Local 1000, AFSCME, AFL-CIO (2011)**

Employer Name: **Floral Park-Bellerose Union Free School District**

Union: **Floral Park-Bellerose Clerical Personnel Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **07/01/2011**

Expiration Date: **06/30/2014**

PERB ID Number: **5030**

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CL / 5030

FLORAL PARK-BELLEROSE UNION FREE SCHOOL DISTRICT

AGREEMENT made between the FLORAL PARK-BELLEROSE UNION FREE SCHOOL DISTRICT (hereinafter called the "DISTRICT"), and the CIVIL SERVICE EMPLOYEES ASSOCIATION INC. LOCAL 1000 AFSCME, AFL-CIO ("the UNION").

WHEREIN:

It is mutually agreed as follows:

Article I. RECOGNITION AND NO STRIKE PLEDGE

A. Recognition: Whereas, satisfactory evidence has been adduced to the DISTRICT and that the UNION has been authorized by a majority of the DISTRICT's clerical personnel bargaining unit members ("the Employees") to be the negotiating organization for the period of July 1, 2011 to June 30, 2014 and for such period thereafter as permissible by law. The Superintendent of Schools' secretary and the payroll supervisor, as confidential employees, are not members of the bargaining unit.

B. No Strike Pledge: The UNION agrees to comply with the provisions of the Taylor Law prohibiting strikes as that law is now in effect or may hereafter be amended so long as the UNION continues to be the exclusive bargaining agent thereunder.

Article II. UNION REPRESENTATIVE COMMITTEE

A standing committee representing the employees will meet with members of the school administration on a regular quarter-annual basis or at such other times and places as may be mutually agreed upon. The committee will be composed of two members.

Article III. WAGES AND TERM

Effective and retroactive to July 1, 2011, the salary of the employees shall be increased by 1.5% (0% plus 1.5% increment where applicable, in accordance with prior practice). Effective July 1, 2012, each step on the salary schedule shall be increased by additional 2.5% (1% plus 1.5% increment where applicable, in accordance with prior practice). Effective July 1, 2013, each step on the salary schedule shall be increased by an additional 2.5% (1% plus 1.5% increment where applicable, in accordance with prior practice). The new schedules are attached to this Agreement.

The term of this Agreement is for a three (3) year period from July 1, 2011 to June 30, 2014.

Article IV. HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Sick Leave: The DISTRICT agrees to existing policies as outlined in the Schedule, except that employees who become sick with mumps, measles, chicken pox and German measles contracted from exposure to children in the District shall be granted sick leave for the duration of their illness without deduction from their sick leave.

~~B. Leave of Absence under Workers' Compensation: Employees who are absent as a result of injuries on the job shall receive net credit for sick leave used to the extent that the District receives reimbursement through compensation or lawsuit.~~

C. Grievance Procedure: The grievance procedure shall be in accordance with current BOARD policy and Appendix A.

Article V. POLICY

Board Prerogative: The establishment of policy is the prerogative of the Board of Education. However, the DISTRICT agrees that no existing policy of concern to the employees will be changed or no new policy put into effect without prior consultation with the UNION through the school administration.

Article VI. MISCELLANEOUS PROVISIONS

A. Bulletin Board Space: Space on one Bulletin Board shall be reserved in each building for use by the UNION for the purpose of posting informational material for the employees.

B. School Calendar: The school calendar shall provide for the closing of both schools on the days listed on the calendar approved by the BOARD OF EDUCATION. The four days added pursuant to the 2008-2011 Agreement shall be selected by the District, following consultation with the Union, from those during the so-called February and/or Spring recesses. The Superintendent of Schools will prepare and distribute to employees a list of the paid holidays for the upcoming school year.

C. Distribution of Contract: The DISTRICT agrees to reproduce sufficient copies of the final consummated agreement to be distributed to all employees.

D. Legal Counsel: The DISTRICT shall provide legal counsel to the employees as required by law.

E. Conflict with Statutes and Law: In the event any provision hereof is in conflict with law or any statute now or hereafter in effect, the law or statute shall prevail but the balance of the Agreement shall remain in full force and effect.

F. The District will provide Section 75 Civil Service protection for disciplinary purposes for all employees who have been appointed to competitive positions as so designated by the Nassau County Civil Service Commission to that extent established by law.

Annual Increments

Annual increments shall be based on satisfactory service as recommended to the Board of Education by the Business Administrator and Superintendent of Schools and on satisfactory Civil Service certification as required.

Employees starting subsequent to July 1 will be considered for annual increments under the following schedule:

Employment starting between	Portion of Annual Increment
July 1 - March 31	100%

Longevity Stipend

A one-time Longevity stipend of \$750 will be granted after 10 years of service. Payment will be made on the anniversary date of the tenth year of service (at the next semi-monthly pay period).

Promotions

Upon promotion to a higher classification, an employee shall be placed on the same step on the higher schedule, subject to satisfactory Civil Service certification as required. All unit positions are to be posted.

Evaluations

An annual evaluation of all employees will take place each year on or before June 30.

Sick and/or Personal Leave

Each employee will have 14 days per year for sick and/or personal days. The unused portion of this allocation is accumulated and will be applied to the accumulated sick time. Appointments made subsequent to July 1, shall be credited with a pro rata proportion thereof (1.16 days per month). Payment of accrued sick leave will be made on the basis of four to one days to the named beneficiary of those in the employ of the District at time of death.

Catastrophic sick leave will be granted to employees with four years or more service to the District, and they will receive full pay equivalent to their accumulated sick days. Once all these days have been utilized, then they will receive payments from the disability check.

**PERSONAL DAYS**

The following are guidelines for personal days. Each employee shall be entitled, if needed, to personal days for reasons, such as the following:

1. Legal Matters  
House closings, income tax hearing, adoption proceedings, and court appearances.
2. Ceremonies  
Graduation of employee, spouse or child from high school or college, day of wedding ceremony, confirmation.
3. Education  
Required educational examinations; required visits by parents to colleges.
4. Religious Observances  
Religious holiday observances of the employee's particular faith not provided for in the regular school calendar.

5. Funerals

Attendance at funeral services of a person, other than in the immediate family (Compassionate Leave), the nature of whose prior relationship to the staff member warrants that attendance.

6. Any other reason deemed valid by the Superintendent of Schools, acting at his/her discretion.

~~The District has enrolled in the program provided for under Section 41(j) of the Retirement and Social Security Law of the State of New York to permit eligible employees to have unused sick leave to be applied to retirement income.~~

Vacation

During the first year of employment, employees may utilize one week vacation after six months of service and that vacation should be taken each year and not accumulated. In addition, payment for vacation days upon separation from service shall not exceed an employee's current year's unused vacation days; e.g., 10, 15 or 20 days based on years of service. Payment shall be made in a lump sum.

Vacation time with pay is scheduled as follows:

Length of Service	Vacation with pay (non-school days)
First five years	2 weeks
After five years	3 weeks
After ten years	4 weeks

All vacation shall be generally taken during the summer when the building has been officially closed. Any vacation taken at other than these designated periods shall require the prior approval of the Superintendent of Schools, which approval will be given when administratively possible. The employee shall have Christmas vacation with pay -- five days. Holy Thursday is a holiday with pay, but is to be counted as part of the 20 holidays.

Employees starting employment subsequent to July 1 shall earn vacation time as follows:

Employment starting between vacation time credited

July 1 - December 31	100%
January 1 - March 31	50%
April 1 - June 30	-0-

Employees terminating employment prior to June 30 shall earn vacation time as follows:

	2 weeks	3 weeks	4 weeks
	normal	normal	normal
Employment terminating	vacation	vacation	vacation

July 1 - December 31	-0-	-0-	-0-
January 1 - March 31	50%	50%	50%
April 1 - June 30	66-2/3%	66-2/3%	66-2/3%

Hours

Eight hours per day on school days (8:00 a.m. to 4:00 p.m.), including one hour for lunch. At the option of the administration, seven hours per day during the summer and other "non-school" days as identified in the office calendar 8:00 a.m. to 3:00 p.m., including one hour for lunch.

Overtime

As required by the Superintendent of Schools and/or Business Administrator, employees may be assigned overtime work at a rate to be computed as follows:

Annual Salary -- 1820 \* 1.5

Overtime is defined as services performed beyond the normal work day.

Inclement Weather

If the school is closed because of inclement weather, the employees will not be required to report for work unless specifically requested by the Superintendent of Schools.

Compassionate Leave

In accordance with the Board of Education policy, five days per year, noncumulative, with pay for each death in the immediate family (i.e., parent, husband, wife, sister, brother, child) and three days per year, noncumulative with pay for each death in the family, such as mother-in-law, father-in-law, grandparents, or any other permanent member of the employee's household.

Social Security

Available to all eligible employees.

Health Insurance

Available to eligible employees -- on the basis of the State plan or comparable plan -- for both individual and family contracts. Employees shall contribute 10% of the premium for individual and/or family health insurance. If two persons are currently receiving (or are eligible to receive) family health insurance benefits through the District, only one will be permitted to continue to receive family level coverage.

Vision and Dental

To be available at employee cost.

Disability Insurance

Available to all eligible regular full-time employees, and the cost of which shall be borne solely by the District.

Retirement

New York State Employees Retirement System benefits in accordance with the approved plan - Section 75-i is available to eligible employees.

On retiring, employees would be entitled to receive one for four accumulated sick days.

Health Insurance Option

Any employee who has a spouse who also has a family health insurance plan with any private or public employer may at the employee's option choose to drop coverage under the District plan during office hours in the open enrollment month (December). In this event, the employee shall receive a \$2,500 cash benefit if the employee's coverage remains dropped during the succeeding July 1 - June 30 to be payable in the final June payroll of each school year. In the first year in which an employee drops coverage during the open enrollment period, the payment will be prorated monthly from the first day of the month in which the declination becomes effective through the following June 30. This payment shall be prorated if the employee resumed coverage during the school year or, e.g., was approved for an unpaid leave that did not include District payments towards health insurance premiums.

The employee will have the right to reapply for coverage pursuant to the Plan by submitting a written request to the Superintendent of Schools that the employee desires coverage in accordance with that Plan's regulations. Before making the decision to drop or reenroll in the Plan, the employee is advised to first consult with the Plan administrator to determine whether any adverse conditions may result from the employee doing so.

Effective as soon as is practical following December 12, 2011, the District shall implement an Internal Revenue Code Section 125 Cafeteria Plan relating to health insurance only. It is understood that participation in the Plan is voluntary and that, before the Plan is utilized by a particular employee, he/she shall first agree in writing to indemnify and save District harmless against any and all claims and/or liabilities, including attorneys' fees, that may arise out of or by reason of action taken or not taken by the District for the purpose of complying with this paragraph.

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 BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

FLORAL PARK-BELLEROSE UNION FREE SCHOOL DISTRICT  
EVALUATION REPORT - Non-Instructional Personnel

Name \_\_\_\_\_ Position \_\_\_\_\_  
School \_\_\_\_\_ Year \_\_\_\_\_


Areas of Review	Below Average	Performs Job Well	Outstanding
	1	2	3
Work Performance	1	2	3
Knows the work and organizes it	1	2	3
Uses good judgment	1	2	3
Learns and applies new ideas, procedures, techniques	1	2	3
Shows interest in work performed	1	2	3
Abides by rules and regulations	1	2	3
Accepts job responsibilities	1	2	3
Completes work in allotted time	1	2	3
Continues work in absence of close supervision	1	2	3
Complies with written and oral instruction	1	2	3
Free from excessive absences/punctual	1	2	3
Works harmoniously with others	1	2	3

Date \_\_\_\_\_ Signed \_\_\_\_\_

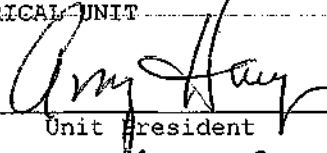


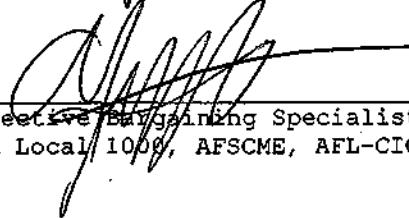
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

FLORAL PARK-BELLEROSE UNION FREE SCHOOL DISTRICT

  
\_\_\_\_\_  
Superintendent

FLORAL PARK-BELLEROSE SCHOOL DISTRICT  
CLERICAL UNIT

By   
\_\_\_\_\_  
Unit President

By   
\_\_\_\_\_  
Collective Bargaining Specialist  
CSEA Local 1000, AFSCME, AFL-CIO

**Floral Park-Bellersose School District  
Clerical Salary Schedule  
2011-12**

<u>Step</u>	<u>Clk/Clk Typ Group II</u>	<u>Sr. Clerk Typist</u>	<u>Steno Group III</u>	<u>Sr Acct Clk Group IV</u>
1	\$33,104	\$34,258	\$36,027	\$39,201
2	\$33,600	\$34,772	\$36,567	\$39,789
3	\$34,088	\$35,277	\$37,098	\$40,367
4	\$34,583	\$35,790	\$37,637	\$40,954
5	\$35,082	\$36,310	\$38,179	\$41,543
6	\$35,587	\$36,837	\$38,727	\$42,139
7	\$36,098	\$37,370	\$39,283	\$42,743
8	\$36,617	\$37,912	\$39,847	\$43,357
9	\$37,494	\$38,827	\$40,799	\$44,384
10	\$38,366	\$39,740	\$41,752	\$45,411
11	\$39,243	\$40,655	\$42,707	\$46,439
12	\$40,116	\$41,565	\$43,654	\$47,469
13	\$41,007	\$42,495	\$44,625	\$48,523
14	\$41,920	\$43,448	\$45,616	\$49,602
15	\$43,061	\$44,571	\$46,719	\$50,742
16	\$44,277	\$45,763	\$47,889	\$51,952
17	\$45,566	\$47,032	\$49,139	\$53,242
18 Max	\$46,862	\$48,304	\$50,386	\$54,531

**Floral Park-Bellersose School District  
Clerical Salary Schedule  
2012-13**

<u>Step</u>	<u>Clk/Clk Typ Group II</u>	<u>Sr. Clerk Typist</u>	<u>Steno Group III</u>	<u>Sr Acct Clk Group IV</u>
1	\$33,435	\$34,601	\$36,387	\$39,593
2	\$33,931	\$35,115	\$36,927	\$40,181
3	\$34,440	\$35,641	\$37,481	\$40,784
4	\$34,940	\$36,159	\$38,026	\$41,377
5	\$35,448	\$36,685	\$38,578	\$41,978
6	\$35,959	\$37,218	\$39,133	\$42,582
7	\$36,477	\$37,758	\$39,695	\$43,193
8	\$37,000	\$38,304	\$40,265	\$43,812
9	\$37,532	\$38,859	\$40,843	\$44,441
10	\$38,432	\$39,798	\$41,819	\$45,493
11	\$39,325	\$40,733	\$42,796	\$46,547
12	\$40,224	\$41,672	\$43,774	\$47,600
13	\$41,119	\$42,605	\$44,745	\$48,656
14	\$42,032	\$43,558	\$45,740	\$49,736
15	\$42,968	\$44,535	\$46,757	\$50,842
16	\$44,138	\$45,685	\$47,887	\$52,010
17	\$45,384	\$46,907	\$49,086	\$53,250
18 Max	\$46,705	\$48,208	\$50,368	\$54,573

**Floral Park-Bellersose School District  
Clerical Salary Schedule  
2013-14**

<u>Step</u>	<u>Clk/Clk Typ Group II</u>	<u>Sr. Clerk Typist</u>	<u>Steno Group III</u>	<u>Sr Acct Clk Group IV</u>
1	\$33,769	\$34,947	\$36,751	\$39,989
2	\$34,270	\$35,466	\$37,297	\$40,583
3	\$34,779	\$35,993	\$37,851	\$41,186
4	\$35,301	\$36,532	\$38,418	\$41,804
5	\$35,814	\$37,063	\$38,976	\$42,411
6	\$36,334	\$37,602	\$39,543	\$43,027
7	\$36,858	\$38,148	\$40,112	\$43,646
8	\$37,388	\$38,702	\$40,688	\$44,272
9	\$37,925	\$39,262	\$41,271	\$44,907
10	\$38,471	\$39,831	\$41,865	\$45,552
11	\$39,392	\$40,793	\$42,865	\$46,631
12	\$40,308	\$41,751	\$43,866	\$47,710
13	\$41,230	\$42,714	\$44,869	\$48,790
14	\$42,146	\$43,670	\$45,864	\$49,873
15	\$43,083	\$44,646	\$46,884	\$50,979
16	\$44,043	\$45,648	\$47,925	\$52,113
17	\$45,241	\$46,827	\$49,084	\$53,311
18 Max	\$46,518	\$48,080	\$50,313	\$54,582