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Employer Name: Floral Park-Bellerose Union Free School District

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

Local: 1000, Nassau County Educational Local 865

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AGREEMENT

by and between the BOARD OF EDUCATION

of the
FLORAL PARK-BELLEROSE
UNION FREE SCHOOL DISTRICT

csea, Local 1000 AFSCME, AFL-CIO

RECEIVED

JAN 08 2008

NYS PUBLIC EMPLOYMENT RELATIONS BOARD



Floral Park-Bellerose UFSD Clerical Unit Nassau County Educational Local 865

July 1, 2005 - June 30, 2008





BOARD OF EDUCATION FLORAL PARK-BELLEROSE UNION FREE SCHOOL DISTRICT

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

WHEREIN:

It is mutually agreed as follows:

Article I. RECOGNITION AND NO STRIKE PLEDGE

- A. Recognition: Whereas, satisfactory evidence has been adduced to the BOARD and that the UNION has been authorized by a majority of the clerical personnel to be the negotiating organization for the period of July 1, 2005 to June 30, 2008 and for such period thereafter as permissible by law.
- B. No Strike Pledge: The UNION agrees to comply with the provisions of the Taylor Law prohibiting strikes as said law is now in effect or may hereafter amended so long as the UNION continues to be the exclusive bargaining agent thereunder.

Article II. UNION REPRESENTATIVE COMMITTEE

A standing committee representing the clerical personnel 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

The salary of the clerical staff shall be in accordance with the attached SCHEDULE A", "B", "C" which shall be based upon an increase of 3.5% plus 1.5% increment. The term of this agreement is for a three (3) year period from July 1, 2005 to June 30, 2008.

Article IV. HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. Hours: The working day of the clerical personnel shall be in accordance with the annexed Schedule.
- B. Sick Leave: The BOARD 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.
- C. Leave of Absence under Worker's 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.
- D. 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 BOARD agrees that no existing policy of concern to the classified personnel in the unit 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 clerical staff.
- B. School Calendar: The school calendar for the school year 2005-2006, 2006-07, 2007-08 shall provide for the closing of both schools on the days listed on the calendar approved by the BOARD OF EDUCATION.
- C. Distribution of Contract: The BOARD agrees to reproduce sufficient copies of the final consummated agreement to be distributed to all members of the clerical staff.
- D. Legal Counsel: The BOARD 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 contract shall remain in full force and effect.
- F. Wherever reference is made in this contract to "Health Insurance" available to eligible employees on the basis of the State 100% statewide plan or comparable plan for both individual and family contracts.
- G. The District will provide Section 75 Civil Service protection for disciplinary purposes for all Unit members 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 Manager 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: (An annual evaluation of all clerical employees were taken place each year on or before June 30).

Employment starting between Portion of Annual Increment

July 1 - March 31 100% April 1 - June 30 -0-

Longevity Stipend

A one term Longevity stipend of \$400 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, a member of the clerical staff shall be placed on the same step on the higher schedule, subject to satisfactory Civil Service certification as required. All positions are to be posted.

Sick and/or Personal Leave

Each member of the clerical staff will have fourteen (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 (4) to one (1) days to the named beneficiary of those in employ of District at time of death.

Catastrophic sick leave will be granted to clerical personnel with four (4) years or more service to the school district, and such personnel will receive full pay equivalent to their accumulated sick days. Once all these days have been utilized then such personnel will receive such payments from the disability check.

PERSONAL DAYS

The following are guidelines for personal days. Each member of the clerical unit 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 staff member, 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 staff member'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 such attendance.
- 6. Any other reason deemed valid by the Superintendent of Schools, acting at his discretion.

The School District will enroll 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 members to have unused sick leave to be applied to retirement income and the provisions of the aforesaid Section shall be fully applicable to said program.

Vacation

During the first year of employment, unit members 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; i.e., 10, 15 or 20 days based on years of service. Such payment shall be made by extending the time on payroll to reflect the vacation day entitlement. Lump sum payments will not be made.

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 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 (5) days. Holy Thursday is a holiday with pay, but is to be counted as part of vacation day of twenty-four (24) days.

Inclement Weather

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

In addition, each employee shall be entitled to nineteen (19) paid holidays per year, as approved by the Superintendent of Schools.

Appointments 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-

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

Employment terminating	normal	3 weeks normal vacation	normal
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 9:00 a.m. to 4:00 p.m., including one hour for lunch.

Overtime

As required by the Superintendent of Schools and/or Business Manager, members of the clerical staff 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.

Compassionate Leave

In accordance with the Board of Education policy, five (5) days per year, noncumulative, with pay for each death in the immediate family (i.e., parent, husband, wife, sister, brother, child) and three (3) 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 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. Effective January 1, 2003, employees shall contribute 5% of the premium for individual and/or family health insurance.

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 members.

On retiring, employees would be entitled to receive one (1) for four (4) accumulated sick days.

Health insurance option

Any clerical unit 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. If the employee decides to select this option the employee will be permitted to apply 50% of the premium cost to purchase fringe benefits such as dental insurance, disability insurance, additional major medical insurance, life insurance, group legal plan and/or any other fringe benefits mutually agreed equal to but not more than 50% of the premium of the district plan. This option will be exercised on a yearly basis.

The employee shall give the Superintendent of Schools at least 30 calendar days written notice of intent to select this option.

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

Name	Position		
School	Year		
Areas of Review		Performs Job Well	Outstanding
Work Performance Knows the work and	1	2	3
organizes it Uses good judgement	1 1	2 2	3 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.

BOARD OF EDUCATION OF THE FLORAL PARK-BELLEROSE UNION FREE SCHOOL DISTRICT

Superintendent

FLORAL PARK-BELLEROSE EDUCATIONAL

SECRETARIES ASSOCIATION

Ву

Unit President

Ву

Collective Bargaining Specialist CSEA Local 1000 AFSCME AFL-CIO hedule A

2005-2006 Clerical Salary Scale

		Clk/Clk Typ Group II	Sr. Clk Typist	Steno Group III	Sr Acct Clk Group IV	Step
p		□, 1 = 1	. , , ,	,	•	
	4	\$27,839	\$29,055	\$30,271	\$32,916	1
	1 2	\$28,243	\$29,476	\$30,709	\$33,393	2
	3	\$28,925	\$30,188	\$31,450	\$34,191	3
	4	\$29,603	\$30,897	\$32,191	\$34,990	4
	5	\$30,285	\$31,609	\$32,932	\$35,789	5
	6	\$30,963	\$32,316	\$33,669	\$36,590	6
	7	\$31,656	\$33,040	\$34,423	\$37,409	· 7
	8	\$32,366	\$33,781	\$35,195	\$38,248	8
	9	\$33,254	\$34,653	\$36,052	\$39,135	9
	10	\$34,199	\$35,580	\$36,961	\$40,075	10
	11	\$35,201	\$36,567	\$37,933	\$41,078	11
	12	\$36,208	\$37,556	\$38,904	\$42,081	12
	13	\$37,215	\$38,546	\$39,876	\$43,080	13
	14	\$38,218	\$39,531	\$40,844	\$44,086	14
	15	\$39,329	\$40,639	\$41,950	\$45,194	15
	16	\$40,423	\$41,738	\$43,052	\$46,293	16
	17	\$40,847	\$42,491	\$44,135	\$47,395	17
	18 MAX	\$42,017	\$43,639	\$45,261	\$48,500	18

Schedule B

2006-2007 Clerical Salary Scale

	Clk/Clk Typ	Sr. Clk	Steno	Sr Acct Clk	
Step	Group II	Typist	Group III	Group IV	Step
· 1	\$28,814	\$30,072	\$31,330	\$34,068	1
2	\$29,231	\$30,508	\$31,784	\$34,562	2
3	\$29,655	\$30,950	\$32,245	\$35,063	3
4	\$30,372	\$31,697	\$33,022	\$35,901	4
5	\$31,083	\$32,442	\$33,800	\$36,740	5
6	\$31,799	\$33,189	\$34,579	\$37,579	6
7	\$32,512	\$33,932	\$35,353	\$38,420	7
8	\$33,239	\$34,692	\$36,144	\$39,280	8
9	\$33,985	\$35,470	\$36,955	\$40,161	9
10	\$34,916	\$36,385	\$37,854	\$41,091	10
11	\$35,908	\$37,359	\$38,809	\$42,079	. 11
. 12	\$36,961	\$38,396	\$39,830	\$43,132	12
13	\$38,019	\$39,434	\$40,849	\$44,185	13
14	\$39,076	\$40,473	\$41,870	\$45,234	14
15	\$40,129	\$41,507	\$42,886	\$46,291	15
16	\$41,295	\$42,671	\$44,047	\$47,454	16
17	\$42,444	\$43,824	\$45,205	\$48, 6 08	17
18 MA	X \$42,889	\$44,615	\$46,341	\$49,765	18

Schedule C

2007-2008 Cierical Salary Scale

tep	Clk/Clk Typ Group II	Sr. Clk Typist	Steno Group III	Sr Acct Cik Group IV	Step
1	\$29,822	\$31,124	\$32,427	\$35,261	. 1
2	\$30,255	\$31,576	\$32,897	\$35,772	2
3	\$30,693	\$32,033	\$33,373	\$36,290	3
4	\$31,138	\$32,497	\$33,857	\$36,816	4
5	\$31,890	\$33,282	\$34,673	\$37,696	5
6	\$32,637	\$34,064	\$35,490	\$38,577	. 6
7	\$33,389	\$34,849	\$36,308	\$39,458	7
8	\$34,137	\$35,629	\$37,120	\$40,341	8
9	\$34,901	\$36,426	\$37,952	\$41,244	9
10	\$35,684	\$37,243	\$38,802	\$42,169	10
11	\$36,662	\$38,205	\$39,747	\$43,146	11
12	\$37,704	\$39,227	\$40,750	\$44,183	12
13	\$38,809	\$40,315	\$41,822	\$45,289	13
14	\$39,920	\$41,405	\$42,891	\$46,394	14
15	\$41,030	\$42,496	\$43,963	\$47,496	15
16	\$42,135	\$43,583	\$45,030	\$48,605	16
17	\$43,360	\$44,805	\$46,249	\$49,826	17
18 MAX	\$44,566	\$46,016	\$47,465	\$51,039	18