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

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AGREEMENT

between

PLAINVIEW-OLD BETHPAGE  
CENTRAL SCHOOL DISTRICT  
Plainview, New York

and

CLERICAL UNIT  
PLAINVIEW-OLD BETHPAGE  
CONGRESS OF TEACHERS  
NYSUT, NEA, AFT, AFL/CIO

July 1, 2006 – June 30, 2009

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## **ARTICLE I**

### **RECOGNITION**

The Board of Education recognizes the Plainview-Old Bethpage Congress of Teachers, NYSUT, NEA-AFT, hereinafter referred to as CUPCT as the exclusive representatives for the purpose of collective bargaining and the settlement of grievances for the clerical staff personnel as follows: Clerk Typists, Clerks, Senior Typist Clerks, Stenographers, Account Clerks, Switchboard Operators, Senior Stenographers, Senior Clerks, Senior Account Clerks, Tabulator Equipment Operators, Laboratory Assistants, Senior Library Clerks, Stenographic Secretaries, Offset Printing Machine Operators, hereinafter referred to as Clerical Employees and excluding the following job titles assigned and working in the office of the Superintendent of Schools and the Assistant Superintendent for Personnel and Operations: Principal Clerk, Secretary to the Superintendent, Stenographic Secretaries, Senior Clerk, Senior Stenographer and Stenographers, and Stenographic Secretaries in the offices of the Assistant Superintendent for Curriculum and Instruction and

the Assistant Superintendent for Business, and all other employees. Anyone whose assignment requires sharing an exempt position and a nonexempt position shall be deemed nonexempt for the duration of such assignment. The recognition extends during the period of implementation of this Agreement pursuant to the terms of the Public Employees Fair Employment Act of 1967.

## **ARTICLE II**

### **FAIR PRACTICES**

CUPCT agrees to maintain its eligibility to represent all clerical employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee organization.

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the activities of, any employee organization.



## ARTICLE III

### ORGANIZATION MATTERS

1. Bi-Monthly Meetings

Representatives of the Board of Education and representatives of the CUPCT will meet bi-monthly during the school year (September through June) to allow for an exchange of views on matters of common interest. A published agenda will be submitted at least three (3) working days in advance of the meeting.

2. Negotiations Facility

The Board and CUPCT will use a mutually agreed upon facility for the purpose of conducting negotiations.

3. Access to Public Information

Information to which the public is entitled by law or by Board policy will be made available to the CUPCT upon request.

#### 4. Dues Check Off

At the written request of a clerical employee, the district shall deduct from earned wages, dues payments to the Plainview-Old Bethpage Congress of Teachers, the maximum of 26 equal installments beginning with the first September payroll. Such dues deduction authorization shall remain in effect as long as the clerical employee is employed by the school district unless canceled in writing by the clerical employee notifying the Business Office, Plainview-Old Bethpage Central School District, Plainview, NY 11803.

Deposit of money deducted to a bank account set up by the Plainview-Old Bethpage Congress of Teachers shall be made no later than the next following payroll date. Any Clerical employee authorizing dues deduction to the Plainview-Old Bethpage Congress of Teachers after the first September payroll shall have an equal amount deducted from earned wages for the remaining payroll periods to June 30<sup>th</sup> or August 31<sup>st</sup> whichever is applicable to the individual clerical employee.

5. Leave of Absence for CUPCT Officers

CUPCT officers shall be given a leave of absence in the event they are elected or appointed to a full time union office. Such leaves shall be in accordance with rules applicable to other leaves and shall be without pay and without benefits. However, upon resumption of active duty with the District, the benefits to employees shall be applicable. Such leave of absence shall not exceed a one-year period.

6. Leaves for Officer and Delegates

Designated officers and delegates of the CUPCT may apply to the Superintendent's office to attend conferences and meetings related to activities of the CUPCT. An aggregate of three (3) such meetings will be authorized by the Superintendent without loss of salary. Expenses for attendance at such conferences and meetings shall not be borne by the District.

7. Employee Listing

Upon request, and not more often than once yearly, the district shall supply CUPCT with the names of employees within the clerical bargaining unit and their building assignment, work year, (i.e. 12 months, 10 months, 10 ½ months) job title, step

placement, date of hire or anniversary date, and annual salary.

8. Union Activities

Employees shall not engage in Union activities during their normal working hours.

## ARTICLE IV

### CONDITIONS OF EMPLOYMENT

1. Work Week

A. The normal work week will extend from Monday through Friday for a total of thirty-five (35) hours at seven (7) hours per day, exclusive of the lunch period. The normal work week for the Offset Printing Machine Operator will extend from Monday through Friday for a total of forty (40) hours at eight (8) hours per day, exclusive of the lunch period.

B. Effective July 1, 1973, for employees on a thirty-five (35) hour week, for work performed in a given work week in excess of thirty-five (35) hours, employees will be paid at one and one-half (1 ½) times their regular hourly rate for each hour worked in excess of the thirty-five (35) hours or shall receive compensatory time on a time

and one-half basis at the option of the school district.

C. Employees who normally work a forty (40) hour week will be paid at one and one-half (1 ½) times their regular hourly rate for each hour worked in excess of the forty (40) hours or shall receive compensatory time on a time and one-half basis at the option of the school district.

## 2. Transfers and Assignments

A. A transfer shall mean a movement from one work location to another work location with the same Civil Service Category of the clerical employee.

B. An employee may submit a written request for transfer to the Personnel Office. This request may be submitted even though an opening does not exist at the time thereof.

C. Personnel office shall maintain the written request for transfer until September 30<sup>th</sup>.

D. Should a vacancy occur in the work location where a request for a transfer has been made, the position will not be filled until the request for a transfer has been considered.

E. (1) The following factors will be considered in any transfers and assignments:

- a) Length of service in the district and length of service in present title in the district.
- b) Training and qualifications of the employee for the position.
- c) Civil Service Requirements.
- d) Length of time and type of work experience outside the district.

(2) The order of enumeration of the above factors is not to be construed to indicate weight or importance to which the parties attached any one of those factors.

F. Each clerical employee shall be notified annually as to whether he/she is reemployed for the following year and which building he/she is to be assigned to for that year. Such notification shall be distributed to all clerical staff employees no later than June 1.

G. All transfers and assignments shall be considered subject to the needs of balanced staffing at all work locations and in the best interest of the school district.

3. Vacancies and Promotions

A. Clerical vacancies and new positions will be publicized within the district and will be described by title, location or school.

B. All present clerical employees applying for vacancies or new positions within the district shall be given preference, if qualified, over outside applicants in accordance with the rules and regulations of the Civil Service Commission.

C. A clerical employee upon job application, will be informed by the district of Civil Service laws and regulations applicable to the vacant position.

D. In the event that a person appointed by the Board of Education to fill a vacancy declines the position, the vacancy shall be publicized again within the district within five working days.

E. If there is knowledge that a temporary vacancy (caused by a leave of absence) will exist beyond thirty (30) days, the position will be filled by the method prescribed by Civil Service laws and regulations. All things being equal, district employees will be given preference.

F. Every effort will be made to fill permanent vacant positions as soon as possible.

G. In the event a clerical employee from a lower pay category receives a temporary appointment to an existing vacancy, he/she shall receive the salary of the temporary position to which he/she was appointed.

4. Switchboard Operators

Switchboard Operators will be paid time and one half on those days they are required to perform services when other Clerical personnel are not required to work according to present practice.

5.. Ten and One-Half Month Employees

All Senior Stenographers assigned to the office of the principal in the elementary schools:

- a) shall be considered to be ten and one-half (10 1/2) month employees with the usual vacation entitlement monetary allowance;
- b) shall work from August 16<sup>th</sup> through June 30<sup>th</sup>.
- c) shall be compensated on the basis of the annual rate, prorated; and;
- d) shall be entitled to all sick leave entitlements currently in effect.



6. Laboratory Assistants

A. Effective 9/1/75, Laboratory Assistants will no longer be eligible for paid vacations of from one to four weeks, but will instead have a 10-month schedule that incorporates an additional week's pay.

B. The work year for Laboratory Assistants will be modified during the period September 1 through June 30 to conform to the school calendar during the period of student attendance only.

7. Adjusted Summer Hours

The established working hours will be adjusted during the months of July and August, in the manner indicated, providing the work load of the office permits.

A. Monday, Wednesday, Friday: 8:00 a.m. through 1:30 p.m. for a total of five and one-half (5 ½) hours exclusive of lunch.

Tuesday and Thursday: 8:00 a.m. through 3:30 p.m. for a total of seven (7) hours, exclusive of lunch.

B. Where the building principal or the office supervisor determines that the work load

necessitates working a regular seven (7) hour day, no additional compensation will be paid for hours worked to thirty-five (35) hours.

C. At the discretion of the Superintendent, at a work location in Central Office or Joyce Road School, summer hours may be modified to provide for one-half of the staff to work summer hours on Monday and Wednesday, the other half to work summer hours on Tuesday and Thursday.

8. Work Outside of Regular Work Year

A clerical employee, assigned to work beyond his/her regular work year, shall be paid for that work at his/her current hourly rate of pay.

9. Sign In/Sign Out

Clerical employees will sign in with signature and time at the beginning of the day and sign out with signature and time at the end of the day, pursuant to procedure developed by the Superintendent. The use of mechanical, electrical or electronic devices such as, but not limited to, time clocks are expressly prohibited. Only one form will be required of members of the clerical unit.

10. Jury Duty

Clerical employees receiving a subpoena to serve Jury Duty shall be required to request “on call” service.

**ARTICLE V**

**SALARY AND OTHER BENEFITS**

1. Attached salary schedules shall become effective on the dates indicated.

2006-07 - 2.7% plus increment  
2007-08 - 3.7% plus increment

2008-09 - A percentage equal to the average percentage increase provided to teachers by Nassau County school districts (including BOCES, if applicable) for the 2008-09 school year plus increment. The calculation of the average shall be limited to those Nassau County school districts which execute memoranda of agreement no earlier than July 1, 2006, nor later than June 30, 2008 regarding salary increases for the 2008-09 school year. Notwithstanding said average, the minimum increase to be provided shall be 3.2% plus increment and the maximum increase shall be 3.75% plus increment.

2. Increments

An employee, during the course of his/her actual employment by the employer, shall be entitled to an increment where applicable, on each anniversary (or adjusted anniversary date) of his/her effective date of employment as approved by the Board of Education consistent with present practice, until such time as he/she has reached the maximum of the salary schedule.

3. Longevity

Effective 7/1/89, employees of this bargaining unit who complete seven (7) years of continuous district service shall be eligible to receive a longevity increment in the amount of \$500. Employees receiving the merit increment, or employees who have been approved for a merit increment prior to this contract, shall continue to receive such increment as a longevity increment.

Effective 7/1/89, clerical employees who have completed twelve (12) years of continuous district service shall be eligible for an additional \$400 annual longevity increment to a total of \$900.

Effective 7/1/89, clerical employees who have completed seventeen (17) years of continuous district service shall be eligible for an additional

\$450 annual longevity increment to a total of \$1,350.

Effective 7/1/99, clerical employees who have completed twenty-two (22) years of continuous district shall be eligible for an additional \$500 annual longevity increment to a total of \$1,850.

4. Retirement

A. Employees of this bargaining unit shall enjoy the benefits of Section 41-J of the New York State Retirement and Social Security law as they relate to accumulated unused sick leave entitlement.

B. An employee who retires from the District in accordance with the rules and regulations of the New York State Employees' Retirement System shall have the option of either:

1. Upon retirement from the State Employee's Retirement System, one (1) day's pay for two (2) days of unused accumulated sick leave entitlement to a maximum of one-half (1/2) year's salary, for all such days in excess of 100 days of unused accumulated sick leave entitlement. It is expressly

understood that this benefit shall not apply in connection with the first 100 days of unused accumulated sick leave entitlement which shall be applied pursuant to Paragraph A above; or,

2. Apply toward retirement credit pursuant to Paragraph A above 65 days in addition to the 100 such days referred to in subparagraph 1 above.

B. Unused Sick Days

An employee who retires from the District in accordance with the rules and regulations of the New York State Employees' Retirement System shall have the option to either:

1. Upon retirement from the State Employees' Retirement System, one (1) day's pay for two (2) days of unused accumulated sick leave entitlement to a maximum of one-half (1/2) year's salary, for all such days in excess of 100 days of unused accumulated sick leave entitlement. It is expressly understood that this benefit shall not apply in connection with the first 100 days of unused accumulated sick leave

entitlement which shall be applied pursuant to Paragraph A above: or

2. Applying toward retirement credit pursuant to paragraph A above 65 days in addition to the 100 such days referred to in subparagraph I above.

5. Health Insurance

A. For those employees eligible, the Board of Education agrees to pay the full current or future cost of the employee's health insurance.

B. The Board of Education agrees to pay 75% of the total premium cost of the employee's family health insurance under the Empire health insurance plan. Payment by the Board of Education for HIP health insurance plan shall continue as per current practice.

C. Any unit member shall have the option of dropping his/her health insurance coverage or changing said coverage from the family to individual coverage. The exercising of the option referred to above shall be subject to the rules and regulations of the district's health insurance provider. A unit member who exercises his/her option to drop coverage shall receive 50% of the premium paid by the District for said coverage under the following conditions:

1. The unit member must notify the district no later than October 1<sup>st</sup> of each school year of his/her decision to drop insurance coverage.

2. A unit member who has exercised his/her option of dropping coverage as referred to herein may not reenter the health insurance plan or coverage unless the district is notified on or before October 1<sup>st</sup> of each school year.

3. The benefit referred to in this paragraph shall be limited to those unit members who drop coverage completely. No payment shall be made to those unit members who elect to drop family coverage but continue to participate in individual coverage. Notwithstanding this limitation, however, unit members who dropped family coverage and continued to participate in individual coverage and were provided this benefit on or before June 30, 2006, shall continue to receive said benefit for so long as they remain eligible for family coverage.

Reentry after October 1<sup>st</sup> shall be subject to the rules and regulations of the district's providers conditioned upon pro-rata reimbursement of any



payments made to the employee pursuant to this provision.

All reentry shall be subject to the rules and regulations of the district's health insurance providers.

Payment to the unit member as referred to herein shall be made in two equal installments; the first being on the first pay period in January and the second being on the last pay period in June.

D. Only clerical employees serving half-time or greater shall be eligible for health insurance pursuant to this paragraph except that clerical employees employed as of 1/20/94 shall be eligible for health insurance pursuant to this paragraph, notwithstanding the fact that they are or may be employed on a less than half-time basis. This provision shall not be construed so as to limit the District's right to abolish or consolidate positions, or to reduce the hours of part-time employees.

E. Employees not entitled to paid health insurance pursuant to this paragraph shall be eligible to purchase such insurance at the District group rate provided it is permissible to do so pursuant to the terms of the Plan.

F. Effective January 1, 1995, and thereafter, the Plainview-Old Bethpage Central School District agrees to implement a Flex Benefits Plan, hereinafter referred to as "Plan," in accordance with Section 125 of the Internal Revenue Service Code and Regulations. All members of the bargaining unit who make application are eligible to participate in the Plan. Participants in the Plan may pay for health and health-related expenses, by way of "pre-tax" payroll deductions. These expenses may include health insurance premiums, medical bills, dental bills, certain dependent care costs and other expenses defined and approved by Internal Revenue Service guidelines and regulations. Any savings realized by the District, including but not limited to reduced FICA payments, shall remain District property.

6. District Workers' Compensation Insurance

(1) Notwithstanding the provisions of existing policy, an employee who sustains an on-the-job injury and who is disabled to the extent that he/she is unable to work shall receive full pay during his/her absence due to such injury without charge to accumulated sick leave entitlement subject to the conditions enumerated below.

(2) Definitions

(a) An on-the-job injury is an injury deemed by the Workers' Compensation Board to be covered by the Workers' Compensation Law.

(b) Disability means a physical condition caused by an on-the-job injury rendering the employee unfit for work.

(c) Claim for Workers' Compensation means completing and executing the Form provided by the Business Office for filing a claim for benefits under the Workers' Compensation Law.

(3) Any employee shall be entitled to the benefits described in (1) above if the employee files a Workers' Compensation Claim Form with the District's Business Office within two (2) working days after the date of the accident or within (2) working days after the employee is physically able to file such report.

(4) The district shall have the right to have the employee examined periodically by a doctor of its choice for the purpose of determining the continued eligibility of the employee to receive the benefits of this section. Based on such examination, the District shall determine whether or not the employee can return to his/her regular

position for full or part-time duty. If the employee is dissatisfied with the findings of such doctor and/or the determination by the district as to whether he/she can return to duty, the employee shall have the option of requesting an examination by another doctor of an appropriate specialty. The request for the designation of a new doctor shall be made to the District and be forwarded within two (2) days of receipt to the Nassau County Medical Society, which shall refer the parties to a list of three doctors of appropriate specialty. The District shall choose one doctor from the list supplied by the medical society. The findings of such doctor as to whether or not the employee can return to his/her position shall be final and binding on the district and on the employee. The District shall pay the costs and fees of the medical examination.

Failure or refusal of the employee to submit to any relevant medical or physical examination required by the District shall render the employee ineligible for the benefits of this section.

(5) The employee shall receive full pay as referred to above for a maximum period of one hundred and eighty (180) consecutive working days, the first day of which must commence within fifteen (15) working days immediately following the day of the accident.

(6) If, following a period of continued and uninterrupted disability of less than one hundred and eighty (180) working days, an employee returns to work and is thereafter absent again within fifteen (15) days of his/her return to work, and the absence is due to the original injury claimed, he/she shall receive full pay without charge being made against his/her sick leave to a maximum number of consecutive working days which, when added to the number of days the employee was absent from the date he/she first sustained his/her injury shall equal one hundred and eighty (180.)

All subsequent absences attributable to the original injury shall be compensated either under the Workers' Compensation Law or shall be charged to sick leave, at the option of the employee.

(7) The payment of hospital, doctors and other medical expenses occasioned by an injury deemed covered by the Workers' Compensation Board shall be paid pursuant to the provisions of the Workers' Compensation Law.

(8) During any period of time that the employee receives full pay from the District pursuant to the provisions of this section, or through the utilization of sick leave entitlement, the district shall be entitled to said employee's Workers' Compensation salary benefits.

(9) With reference to paragraph (4) above, in the event the employee is found to be able to work a portion of his/her work day, for each such day worked, it shall be considered that one half (1/2) day has been utilized against the maximum one hundred and eighty (180) working days entitlement referred to in paragraphs (5) and (6) above. In the event the employee is found to be able to work a portion of his/her workday, it is understood that for each such day of partial service, the employee shall be paid his/her regular day's salary to the limit of the one hundred and eighty (180) days as stated above.

7. Absence and Leave Benefits

A. Notwithstanding existing regulations for leave allowance or existing practice to the contrary, maximum leave entitlement is three (3) days per year plus two (2) personal days as per paragraph C. hereof, for reasons other than personal illness or illness in the family. Notwithstanding existing regulations for leave allowance or existing practice to the contrary, maximum leave entitlement is seven (7) days per year cumulative to twenty-one (21) days for illness in the immediate family.

B. Members of the clerical unit shall be eligible for leaves of absence without pay pursuant to the following conditions:

1. No previously granted unpaid leave of absence may be extended beyond its original period within a given school year.

2. No members of the clerical unit shall be permitted to return from unpaid leave of absence except as of July 1 or January 1 for 12 month employees and at the beginning of a semester for 10 month employees.

3. Leaves of absence awarded pursuant to this paragraph shall be for a maximum of two (2) years.

C. Personal leave will be available if the presence of the employee is required for emergencies or other urgent business which cannot be transacted outside of school hours, and which is not covered elsewhere in the leave policy (see present district Absence and Leave policy.) A maximum of two (2) days per year of such leave will be allowed, deducted from accumulated allowance, notification to be submitted to the Superintendent of Schools in writing, at least 48 hours in advance whenever possible, with a copy of

such notification to the building principal. Approval will be questioned only in those cases where staffing difficulties could result or where such leave is requested on a Monday or a Friday, or the day after or day before a vacation period or holiday recess period. A specific reason for such leave shall not be required except where such leave is requested on a Monday or a Friday, or the day after or day before a vacation period or holiday recess period.

D. Accumulated sick leave shall be raised from 200 days to 400 days.

E. Sick Leave Accumulation

The following provision shall be effective July 1, 1984 for all clerical employees except those hired effective July 1, 1984 and thereafter for whom said provision shall become effective in the following July for 12 month employees and the following September for 10 and 10 ½ month employees:

1. Ten (10) and 10 ½ month employees will accumulate sick leave according to the following schedule:

September 30	3 days
October 31	1 day total of 4
November 30	2 days total of 6
December 31	1 day total of 7



January 31	2 days total of 9
February 28	1 day total of 10
March 31	1 day total of 11
April 30	2 days total of 13
May 31	1 day total of 14

2. Twelve (12) month employees will accumulate leave according to the following schedule:

July 31	3 days
August 31	1 day total of 4
September 30	1 day total of 5
October 31	1 day total of 6
November 30	1 day total of 7
December 31	1 day total of 8
January 31	1 day total of 9
February 28	1 day total of 10
March 31	1 day total of 11
April 30	1 day total of 12
May 31	1 day total of 13
June 30	1 day total of 14

F. Bereavement Leave

The parties acknowledge that as to bereavement leave, said regulations shall require that it shall be taken on days contiguous with the death for which authorized absence is sought.

## 8. Sick Leave Bank

Any permanent clerical employee who has been absent from work due to a medically certifiable long-term illness or injury resulting in disability shall be eligible to draw up to a maximum of fifty (50) days from a sick leave bank.

Such sick leave bank shall be established by deducting one (1) sick day per permanent clerical employee, per year from each, to a maximum of two times the number of clerical employees as determined on October 1 of each year. No permanent clerical employee who has already contributed to the bank shall have additional days deducted from his/her sick leave entitlement until permanent clerical employees who have not yet made an initial mandatory contribution of one (1) day have done so. In the event the Bank is reduced by the use thereof to less than forty percent (40%) of the allowable days in the bank at the commencement of the school year immediately following such event and, if necessary, at the commencement of each succeeding school year a further deduction of one sick day from the accumulated sick leave of each clerical employee shall be made until the number of days in the bank exceeds fifty percent (50%) of the maximum allowable days, to the extent resulting from a uniform annual deduction of one day per permanent clerical employee. Voluntary contributions of staff

beyond the single day contract contribution will be accepted only by mutual agreement of the union and the district.

Voluntary contributions by staff in the last year of their employment shall be limited to a maximum of five (5) unused accumulated sick days. Clerical employees who are excessed and subsequently rehired shall be permitted to reclaim any unused accumulated sick days contributed to the bank.

A permanent clerical employee shall be eligible to draw upon the Bank in the event a long term continuous disability which exhausts all sick leave plus twenty-eight (28) days of extended leave, if available. Any clerical employee who has borrowed days pursuant to this paragraph shall be required to repay said days from his/her next credited entitlement(s) provided that no clerical employee shall be left without at least three (3) days of accumulated leave at the start of the next year of employment. In the event that all such borrowed days are not repaid pursuant to the above, prior to the termination of employment, the District shall be entitled to withhold salary at the end of employment until such time as re-payment has been made.

In no event shall there be any drawing against absences during the months of July and August except by 10 ½ and 12 month employees provided

the period of illness occurs on days on which the clerical employee is scheduled to work.

In no event shall clerical employees be eligible to draw upon the sick leave bank under the following circumstances:

- a) Disability resulting from Workers' Compensation cases.
- b) Pregnancy that does not involve disability.
- c) Self-inflicted injuries.
- d) If collecting disability compensation from Welfare Fund.

The Sick Leave Bank shall be established and administered by the Sick Leave Fund Committee as established and appointed by the CUPCT and the resolutions of any disputes as to the allocation of days to eligible clerical employees shall be determined by and be the responsibility of the said Sick Leave Fund Committee. The Board shall have no responsibility or obligations with respect to the administration of the Sick Leave Bank, nor to the manner of allocation of days to the eligible clerical employees.

9. Partial Day Absence

A deduction from accumulated sick leave entitlement, or in salary, whichever is applicable,

will be made equivalent to time lost for partial day absence as follows:

Clerical employees who are absent one-half (  $\frac{1}{2}$  ) day (3  $\frac{1}{2}$  hours or less) shall receive a deduction in salary or accumulated sick leave entitlement of one-half (1/2) day. Clerical employees who are absent more than one-half day (more than 3  $\frac{1}{2}$  hours) shall receive a deduction of one (1) day in salary or accumulated sick leave entitlement.

10. Vacation Entitlement (for employees hired prior to July 1, 1978)

A. One day annual leave up to ten (10) days per year allowed for every month of service prior to July 1<sup>st</sup> of any year by employees who have not served a full year on July 1<sup>st</sup>.

Entitlement:

10 days annual leave if one full year of service is completed prior to July 1.

15 days annual leave after 3 full years of service.

20 days annual leave after 10 full years of service.

21 days annual leave after 11 full years of service.

22 days annual leave after 12 full years of service.

23 days annual leave after 13 full years of service

Effective July 1, 1979:

24 days annual leave after 14 full years of service.

25 days annual leave after 15 full years of service.

Vacation Entitlement (for employees hired effective on or after July 1, 1978)

<u>Length of Service</u>	<u>12 mo. Employee</u>	<u>10-10 ½ Employee</u>
Completion of 1 full year of service prior to July 1	10 days	8 days
Completion of 5 full years of service prior to July 1	15 days	12 days
Completion of 10 full years of service prior to July 1	18 days	15 days
Completion of 12 full years of service prior to July 1	19 days	16 days
Completion of 15 full years of service prior to July 1	20 days	18 days

**NOTE:** One day annual leave up to five (5) days per year allowed for every two (2) months of service completed prior to July 1st of any year by employees who have not served a full year on July 1<sup>st</sup>.

B. Accrued annual vacation shall be paid in a lump sum upon resignation or retirement provided at least two (2) weeks notice has been given to the Payroll Department of the intended resignation or retirement.

C. Upon request, Clerical employees may use up to one-half of their annual vacation entitlement during the school year, provided they have earned one-half of their entitlement at the time the request is made. The request is subject to the immediate supervisor's recommendation and the Superintendent's approval.

D. Upon request, in addition to the annual vacation entitlement, a clerical employee may be granted a two (2) week leave without pay subject to immediate supervisor's recommendation and Superintendent's approval.

E. This Section 10. "Vacation Entitlement" does not apply to Laboratory Assistants and Registered Nurses.

## 11. Holiday Schedule

A. All clerical employees will receive fifteen (15) holidays in which no will work be required of clerical employees, such holidays will be specified each year. In addition to the fifteen

(15) specific holidays, a total of four (4) additional days may be requested either during the Christmas recess, the mid-winter recess the Easter recess, or a combination of all such periods. These days will be identified by the employee on a form to be provided by the Personnel Office.

B. Up to two (2) additional holidays may be provided in the event schools are not closed because of weather or other contingencies. Should additional work days be required because of weather or other contingencies, the above holiday schedule will be adjusted in accordance with the calendar details to be agreed to by the Plainview-Old Bethpage Congress of Teachers and the Board of Education.

C. This section 11 "Holiday Schedule," does not apply to Laboratory Assistants and (see Article III, items 7 and 8, "Laboratory Assistants.")

## 12. Salary Deduction Deposits

A. The clerical employees shall have the right to authorize, in writing, the deposit of a given sum of money from each paycheck to the official bank depository of the district. Clerical employees may request such deduction by September 30 and February 1. Such deduction shall be made at the time of payroll development and deposited no later than two (2) working days after



the day on which clerical employees have been paid. Clerical employees wishing to purchase savings bonds may authorize a bank listed above to make periodic deductions from their savings account for the purchase of such bonds.

B. The Union reserves the right to name one additional bank within Nassau County for salary deduction deposits as outlined in A. above.

13. Welfare Fund

A. The District will contribute to the Plainview-Old Bethpage Federation of Teachers Welfare Fund established in accordance with the Agreement and Declaration of Trust dated July 1, 1970, as may be amended: \$1,355.00 for each member of the bargaining unit for the 2006/07 school year, \$1,405.00 for the 2007/08, and \$1,425.00 for the 2008/09 school year and thereafter.

B. Said contribution shall be payable in ten (10) monthly installments with the ten (10) month period commencing with September and ending in June.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### 1. Definition of a Grievance

A grievance shall mean a complaint by an employee or group of employees in the bargaining unit or by the CUPCT: 1) that there has been as to him/her or to them a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement hereinafter referred to as "Contract Grievances" or 2) that he/she or they have been treated unfairly or inequitably by reason of any act or condition which is contrary to written policies of the Board of Education, or 3) that he/she or they have been inequitably treated contrary to established practice affecting working conditions. However, the term "grievance" shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner having the force and effect of law, or by any by-law of the Board of Education or (2) the Board of Education is without authority to act.

## 2. Initiation of a Grievance

Every effort should be made to prevent and resolve differences on an informal basis before formal procedures are invoked. Formal grievances must originate in a written complaint stating the facts constituting the grievance and the nature of the grievance by an individual, or group of individuals or the CUPCT claiming that there is to him/her or them a specific grievance as defined above.

## 3. Procedures in Handling a Grievance

An individual or group of individuals claiming a grievance may pursue this grievance through as many of the following steps as they wish except that if an appeal is carried to Level 3, there must be Level 4 action and except that contract grievances cannot be carried to Level 4.

(1) **Level 1** - a hearing before and determination by the responsible supervisor and/or his/her representative.

(a) The supervisor or his/her representative will arrange a hearing within three (3) school days of receipt of written grievance.

(b) The supervisor or his/her representative will render a written decision within three (3) school days after the hearing is concluded.

(c) The aggrieved may, within five school days, appeal in writing the decision rendered by the supervisor or his/her representative.

(2) **Level 2** - a hearing of and determination by the Superintendent of Schools and/or his/her designated agent.

(a) The Superintendent or his/her designated agent, shall arrange for a hearing within five (5) school days after receipt of an appeal from Level 1.

(b) The Superintendent or his/her designated agent will render a written decision within five (5) school days after the hearing is concluded.

(c) The aggrieved may, within fifteen (15) school days after receipt of the Superintendent's decision, submit to Final and Binding Arbitration all unresolved "Contract Grievances."

(d) The aggrieved may, within five (5) school days after receipt of the Superintendent's decision, submit to advisory arbitration all unresolved grievances other than "Contract Grievances."

**(3) Level 3**

(a) “Contract Grievances” submitted to Final and Binding Arbitration shall be submitted to the AAA in accordance with the Rules and Procedures of the AAA for Labor Arbitration and the award of the arbitration shall be Final and Binding. The award shall be submitted within thirty (30) days after the hearing has concluded to the grievant, CUPCT and the Board of Education.

(b) All grievances other than “Contract Grievances” submitted to advisory arbitration shall be submitted to the AAA in accordance with the Rules and Procedures of the AAA for Labor Arbitration and the award shall be advisory. The award shall be submitted within thirty (30) days after the hearing has concluded, to the grievant, CUPCT and the Board of Education.

**(4) Level 4 – action by the Board of Education  
– Advisory Arbitration Grievance**

The Board of Education will, within ten (10) school days after receipt of the advisory recommendation, render its decision in writing.

In these hearings, the aggrieved party or parties may appear alone, may be accompanied by any representative they select to assist, or may call upon a representative of the CUPCT to attend

with them and assist. The CUPCT shall be advised at each level of the nature of the grievance, time and place of the hearing, and may, if it wishes, be represented at each hearing and submit a statement on its interest in the proceedings.

4. Sharing Costs of Arbitration

In those instances where a grievance is brought to arbitration, the Board of Education and the aggrieved party shall share the expenses equally.

5. Intent to Adhere to Guidelines Developed in Hearings

Both the Board of Education and the CUPCT agree to respect and advise all interested parties to follow the guidelines established in the hearings, and not to continue to create or bring further cases on matters clearly established.

6. Implementation

No claim shall be heard under this procedure unless a written notice of claim setting forth the facts constituting the grievance is served upon the appropriate administrator no later than ninety (90) days after the occurrence of the event constituting the grievance.

## ARTICLE VII

### MISCELLANEOUS

1. Civil Service Testing Dates

When available the district shall distribute all Civil Service testing dates appropriate to the school district. It shall send copies to each building and the CUPCT.

2. Working Areas

Any area used by clerical employees shall be properly lighted, ventilated, heated and cleaned to maintain health and the building equipment connected with the lighting, ventilation and heating shall be properly maintained. The immediate supervisor or the building principal, whichever is appropriate, shall continue to take the necessary measures to protect the health, safety and welfare of the clerical employees in connection with building maintenance, lighting, heating and ventilation.

### 3. Job Security

A study will be undertaken relating to job security of the employees in this unit as it may be connected with the use of Aides both volunteer and paid. The major objective of this study will be to make a distinction between the role of office employees and Aides, relating to the job security of the employees in this unit. This report will be presented to the Board of Education for their consideration no later than March 1, 1974.

### 4. Personnel Files

A. Upon request, an employee of this bargaining unit shall be permitted to review the contents of his/her personnel file emanating from this school district as maintained by the Superintendent, providing an appointment is made with the Personnel Office in advance of this visit. Upon reviewing the file, the employee shall initial the contents thereof. Refusal to initial shall not require the removal of any such material included in the file. Such initialing is for the purpose of establishing that the employee has reviewed his/her file. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.



B. No material pertaining to a clerical employee's service may be placed in his/her file unless and until the following shall be noted thereon, completed and signed:

( ) submitted to employee on \_\_\_\_\_ by \_\_\_\_\_  
date signature

( ) signed by employee on \_\_\_\_\_  
date

( ) submitted and not signed \_\_\_\_\_  
date  
submitted by \_\_\_\_\_  
signature

( ) placed in file by \_\_\_\_\_  
signature

The above provisions shall not apply to confidential employment references and college transcripts. The above becomes effective as of July 1, 1970.

##### 5. Upgrading Position

Any clerical employee who feels that his/her desk should be upgraded shall have his/her Civil Service application for upgrading acted upon by his/her supervisor within three working days. District Personnel Office shall forward this completed

application within five (5) working days after receipt to the Civil Service Commission.

6. No Reprisal Clause

The parties agree that they wish to restore sound working relationships. No reprisals shall be sought by the School District due to the withholding by a clerical employee of his/her services for the period of August 28, 1981 through the execution of a Memorandum of Agreement. Similarly, no reprisals shall be taken by the union due to the failure to withhold services during the period referred to above. This clause shall not be construed to relate to matters covered by statute.

7. Employee Assistance Program

A. Statement of Purpose

The PCT and the Plainview-Old Bethpage School District agree that alcoholism, drug abuse, stress, emotional problems, mental difficulties, and/or other factors can affect an employee's job performance negatively, whether the problem is experienced by the employee or a member of his/her immediate family. The parties further agree that those employees experiencing diminished job performance as a result of one or more of the above problems can and should be helped to the extent possible to overcome the problems affecting the

quality of their work so that they can be returned to their former level of productivity and health.

B. Establishment of Employee Assistance Program

For the school year 1986/87, the PCT and the District agree to enter into a relationship with the Employee Assistance Program of the Labor Education Community Services Agency, hereinafter EAP, for the purpose of providing referrals for District employees and members of their immediately families to a battery of quality services designed to meet the needs of employees or members of their immediate family who are experiencing one or more of the above problems (see Statement of Purpose.) The parties recognize, however, that the decision to seek treatment for one or more of the above programs is strictly up to the employee and that under no circumstances will either the District or the PCT coerce or pressure an employee into seeking treatment either for himself/herself or immediate family members. No record of an employee's participation in the EAP shall be provided to the District or the PCT. For the school years 1987/88 and 1988/89, the District and the PCT shall meet to determine through which agency EAP shall be implemented.

### C. Labor/Management EAP Committee

The PCT and the District agree to form a committee to work with representatives of the EAP to design and implement an ongoing program to deal with the prevention of alcoholism, drug abuse, job related stress, and other mutually identified problems. The EAP Committee will also be responsible along with the EAP Coordinator employed by LECS for the development of the presentations and materials aimed at familiarizing the staff to the existence of the EAP.

- a. The PCT and the District will each select three representatives to serve on the EAP Committee.
- b. The EAP Committee will minimally meet after school on a monthly basis.
- c. The EAP Committee shall devise and implement an ongoing informational program to familiarize employees with the EAP program and encourage them to utilize the program.
- d. The EAP Committee shall make recommendations to the District and the PCT on such changes to the EAP

program as they may deem appropriate. All changes in the program, however, shall be made solely by mutual agreement between the District and the PCT.

- e. The District shall be responsible for the reasonable fees of LECS or successor agency. The District's responsibility shall be limited to fees charged in connection with the referral service only, shall in no way extend to fees charged by said agency for other services including but not limited to treatment services. The District's contribution shall not exceed the yearly sum of \$17,175. In the event of the expiration of this contract prior to agreement between the parties as to a successor agreement, the District's contribution shall remain at this rate until such time as the parties agree to change the rate of contribution by the District.

## **ARTICLE VIII**

### **DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2006 and shall remain in effect through June 30, 2009.

## **ARTICLE IX**

### **CONFORMITY TO LAW – SAVING CLAUSE**

If any provisions of this contract be contrary to law, then such provision shall be deemed invalid, but the balance of the contract shall remain valid and in full force and effect, and the parties shall meet immediately to agree to substitute provisions for the purpose of insuring that the members of the bargaining unit suffer no loss of salary or benefits without providing equal substitute monetary compensation or benefits.

Similarly, if any provision of this contract be declared contrary to law, the parties shall meet immediately to agree on substitute provisions, the cost of which to the district shall be no greater than

the cost would have been had the original provision not been declared contrary to law.

In the event that any provision of the Agreement is or shall be declared contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE X**

### **LEGISLATIVE ACTION**

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.

## **ARTICLE XI**

### **NO STRIKE PLEDGE**

The CUPCT and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The CUPCT therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the

employees covered by this Agreement or any instigation thereof.

## ARTICLE XII

### Agency Shop.

The District shall notify all employees who are currently on the payroll within the title covered by this Agreement that those employees who are not members of the Union shall have deducted from their salary an agency shop fee.

Every employee appointed after the effective date of this provision who does not join the Union at the time of appointment shall have any agency shop fee deducted. If the employee joins the Union, such agency shop fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency shop fee deduction should be discontinued.

An employee, who terminates Union membership, shall have deducted from his/her salary an agency shop fee. Such agency shop fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.



The agency shop fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the School District, and, except as referred to in this Article, shall be deducted in accordance with the same rules and procedures currently employed by the District in connection with the authorized dues deduction. The Union shall certify to the School District the appropriate amount or rate for the agency shop fee deduction.

The District shall transmit, no later than the first working date of the second month following the month in which the agency shop fee has been collected, the total of such agency shop fee deductions collected at the same rates as are provided for the check-off of membership dues.

Changes in the amount of any agency shop fee deduction shall be effective at the same time as is the practice with changes in membership dues deductions. Request for changes in the rate of dues deductions shall be deemed to be a request for a change in the agency shop fee.

Upon receipt by the School District of the notice of change in the amount of the agency shop fee deduction, employees having the agency shop fee

deducted shall be notified, in writing, by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the Union.

The Union shall refund to the employees any agency shop fees wrongfully deducted and transmitted to the Union. No assessments of any kind or nature will be collected through the agency shop fee deduction.

The District shall not be liable in the operation of the agency shop fee deductions for any mistake or error of judgment or any other act of omission or commission and the Union agrees for itself, its successors and assigns to at all times indemnify the District and/or the Board of Education against any and all claims, suits, actions, costs, charges and expenses including court costs and attorneys' fees, and against all liability and losses and damages of any nature whatsoever that the District and/or the Board of Education shall or may at any time sustain or be put to by reason of the inclusion of the above Agency Shop Fee Article in the collective bargaining agreement between the Union and the District.


The Union affirms that the NYSUT, NEA and AFT and the PCT have established and are each maintaining a procedure which provides for the


refund, to any employee demanding the same, of any part of any agency shop fee which represents the employee's pro rata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. It is expressly agreed that in the event such procedure is disestablished by any of the above-referred-to organizations, then this Article insofar as it relates to agency shop fee deduction, shall be null and void.

In the event any provision of this Article is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Article.

AGREEMENT MADE AND ENTERED INTO  
THIS 14<sup>th</sup> DAY OF September, 2006.

Between PLAINVIEW-OLD BETHPAGE  
SCHOOL DISTRICT, PLAINVIEW, NEW YORK  
and the CLERICAL UNIT, PLAINVIEW-OLD  
BETHPAGE CONGRESS OF TEACHERS,  
NYSUT, NEA AND AFT

By   
\_\_\_\_\_  
Dr. Martin G. Brooks  
Superintendent of Schools

BY   
\_\_\_\_\_  
Lillian Feigenbaum, President  
Clerical Unit, PCT

Dated: 4/8/07

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## 2006-07 10 MONTH CLERICAL SALARY SCHEDULE

Salary Step	Group I	Group II	Group III	Group IV	Clerk	RN	Lab Asst
1	24,172	26,256	29,052	31,853	20,372	42,236	29,703
2	25,217	27,308	30,096	32,898	21,422	43,575	30,772
3	27,656	29,758	32,553	35,353	23,858	44,946	33,289
4	28,879	30,979	33,781	36,580	25,087	N/A	34,534
5	30,096	32,209	34,994	37,794	26,298	N/A	35,784
6	31,324	33,413	36,223	39,022	27,531	N/A	37,048
7	32,548	34,647	37,441	40,246	28,749	N/A	38,293
8	34,119	36,223	39,195	42,172	30,329	N/A	40,084
9	35,523	37,614	40,594	43,558	31,720	N/A	41,512
10	36,918	39,022	41,990	44,963	33,117	N/A	42,940
11	38,320	40,412	43,389	46,364	N/A	N/A	44,375
12	39,722	41,802	44,791	47,765	N/A	N/A	45,802

**2007-08 10 MONTH CLERICAL  
SALARY SCHEDULE**

<b>Salary Step</b>	<b>Group I</b>	<b>Group II</b>	<b>Group III</b>	<b>Group IV</b>	<b>Clerk</b>	<b>RN</b>	<b>Lab Asst</b>
1	25,066	27,227	30,127	33,032	21,126	43,799	30,802
2	26,150	28,318	31,210	34,115	22,215	45,187	31,911
3	28,679	30,859	33,757	36,661	24,741	46,609	34,521
4	29,948	32,125	35,031	37,933	26,015	N/A	35,812
5	31,210	33,401	36,289	39,192	27,271	N/A	37,108
6	32,483	34,649	37,563	40,466	28,550	N/A	38,419
7	33,752	35,929	38,826	41,735	29,813	N/A	39,710
8	35,381	37,563	40,645	43,732	31,451	N/A	41,567
9	36,837	39,006	42,096	45,170	32,894	N/A	43,048
10	38,284	40,466	43,544	46,627	34,342	N/A	44,529
11	39,738	41,907	44,994	48,079	N/A	N/A	46,017
12	41,192	43,349	46,448	49,532	N/A	N/A	47,497



**2006-07 12 MONTH CLERICAL  
SALARY SCHEDULE**

	Group I	Group II	Group III	Group IV 35 Hrs	GroupIV 40 Hrs	10.5 Mth Sr. Steno	Clerk	11Month Typist/Clerk
1)	28862	31365	34713	38082	43414	30468	24298	26476
2)	30114	32625	35978	39329	44834	31567	25559	27623
3)	33041	35563	38915	42280	48226	34140	28486	30306
4)	34518	37031	40387	43750	49878	35433	29958	31662
5)	35978	38507	41849	45208	51561	36711	31411	32999
6)	37449	39945	43326	46680	53242	37999	32886	34347
7)	38906	41435	44779	48154	54925	39279	34353	35683
8)	40797	43326	46889	50453	57560	41120	36240	37417
9)	42471	44992	48575	52139	59483	42591	37916	38952
10)	44157	46680	50251	53815	61412	44062	39603	40496
11)	45832	48343	51922	55495	63322	45526		42032
12)	47522	50022	53598	57169	65244	46992		43581

**LONGEVITY**

7 Yrs.	500
12 Yrs.	900
17 Yrs.	1350
22Yrs.	1850

**2007-08 12 MONTH CLERICAL  
SALARY SCHEDULE**

	Group I	Group II	Group III	Group IV 35 Hrs	GroupIV 40 Hrs	10.5 Mth Sr. Steno	Clerk	11Mth Typ/Clerk
1)	29930	32526	35997	39491	45020	31595	25197	27456
2)	31228	33832	37309	40784	46493	32735	26505	28645
3)	34264	36879	40355	43844	50010	35403	29540	31427
4)	35795	38401	41881	45369	51724	36744	31066	32833
5)	37309	39932	43397	46881	53469	38069	32573	34220
6)	38835	41423	44929	48407	55212	39405	34103	35618
7)	40346	42968	46436	49936	56957	40732	35624	37003
8)	42306	44929	48624	52320	59690	42641	37581	38801
9)	44042	46657	50372	54068	61684	44167	39319	40393
10)	45791	48407	52110	55806	63684	45692	41068	41994
11)	47528	50132	53843	57548	65665	47210	0	43587
12)	49280	51873	55581	59284	67658	48731	0	45193

**LONGEVITY**

7 Yrs.	500
12 Yrs.	900
17 Yrs.	1350
22Yrs.	1850

