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CARMEL CENTRAL SCHOOL DISTRICT

A CONTRACT

between

THE CARMEL OFFICE STAFF ASSOCIATION

and

THE CARMEL BOARD OF EDUCATION

JULY 1, 2014 - JUNE 30, 2017

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PREAMBLE

THIS AGREEMENT is made between the CARMEL CENTRAL SCHOOL DISTRICT, hereinafter referred to as the EMPLOYER, and the CARMEL OFFICE STAFF ASSOCIATION, hereinafter referred to as the EMPLOYEES. The duration of the Agreement shall be from the first day of July, 2014 and remain in effect through June 30, 2017.

WITNESSED:

In consideration of the mutual covenants, promises and agreements herein contained, it is agreed as follows:

ARTICLE I - RECOGNITION

The EMPLOYER hereby recognizes the CARMEL OFFICE STAFF ASSOCIATION as the exclusive bargaining agent for the clerical employees in job classification set forth herein and for any similar job classification created as a clerical position. The EMPLOYER agrees that no terms or conditions of this Agreement shall be negotiated with other than a duly elected negotiating committee member of the EMPLOYEE, a list of whom shall be furnished to the EMPLOYER.

ARTICLE II - FAIR PRACTICES

- A. The EMPLOYEES agree to maintain eligibility to represent the voting unit 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 members of the voting unit without regard to membership, participation in, or association with, the activities of any employee organization.
- B. New employees must fulfill all Civil Service requirements for permanent appointments to a job classification as designated on the salary schedule. Current clerical staff members who are promoted to a higher job classification must fulfill all Civil Service requirements for permanent appointment to the higher job classification.
- C. A change of job classification for any member of the current clerical staff shall be approved by the Board of Education, in accordance with the rules and regulations of the Putnam County and New York State Departments of Civil Service.

ARTICLE III - UNION SECURITY AND CHECK-OFF

- A. The Board of Education agrees to deduct from the salaries of its employees dues for the Association, as said employees individually or voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association. The Association will accept the responsibility to provide the District with authorization cards of members and deductions to be made. Authorization forms must be in writing and signed by each member.
- B. Dues deductions shall be made in the following manner: All Association dues shall be withheld in ten (10) equal installments, beginning with the first paycheck in October through the tenth consecutive pay period. Dues deductions for employees hired subsequent to October 1 and prior to the tenth payroll period will be pro-rated.

- C. The employer shall, following each payroll period from which dues deductions are made, transmit the amount so deducted to the Treasurer of the Carmel Office Staff Association. The final transmittal to the Carmel Office Staff Association shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted from each. If deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deductions.
- D. The employer, upon request of the unit President not to exceed two requests per year, will furnish the Carmel Office Staff Association a complete list of names, job classifications and work locations of all employees covered by the contract. Included in the list will be new hires, transfers and reinstated and terminated employees.
- E. Employees covered by this agreement who do not voluntarily maintain membership in the Association shall be required to pay an agency fee to the Association for those services the Association is required to provide. The agency fee shall be the same amount and payable at the same time and in the same manner as the dues of the Association members. The Association affirms that it has adopted procedures for refunds of agency fee deductions as required by law.

ARTICLE IV - NEGOTIATIONS

- A. The terms and conditions of employment provided herein shall remain in effect unless altered by mutual agreement in writing between the parties. It is in the public interest that the opportunity for mutual discussion of new matters shall be provided. The parties accordingly agree to cooperate in arranging meetings and in the selecting of representatives for considering and resolving any such matters.
- B. Opening Negotiations - The CARMEL OFFICE STAFF ASSOCIATION shall submit to the Superintendent of Schools a written request to begin negotiations. Such request shall be made no later than January 20th of the school year in which the contract terminates.

ARTICLE V - WORKING CONDITIONS

A. Work Hours/Work Week-

All employees covered under the terms and conditions of employment in this Agreement shall work not less than thirty-seven and one-half (37 1/2) hours a week, unless otherwise assigned. The normal work week shall consist of five (5) seven and one-half (7 1/2) hour days, Monday through Friday. The lunch period shall be of at least one-half (1/2) hour, but not more than one (1) hour duration as agreed to by the Unit Administrator and the employee. It is understood that if the lunch period is extended to one (1) hour, it is inclusive of the two (2) 15 minute breaks described in the succeeding paragraph.

Employees shall be granted two (2) 15-minute "breaks" within the normal work day; one break to be taken mid-morning and one break in mid-afternoon.

B. Overtime

If an employee is required to work more than 7 1/2 hours a day or thirty-seven and one-half hours for any given work week, the employee shall be paid at the rate of one and one-half (1 1/2) times the employee's normal hourly rate for any time worked over and above thirty-seven

and one-half hours, or seven and one-half hours per day. If an employee is required to work on a Sunday or Holiday, the employee shall be paid at the rate of two (2) times the employee's normal hourly rate, (Saturday the employee shall be paid at the rate of one and one-half (1 1/2) times the employee's normal hourly rate.)

C. Summer and Recess Periods

As per past practice - Working hours during the summer months and when school is not in session (September - June) shall be as follows:

- 1) Office staff unit members working when school is not in session and Superintendent Conference Days shall work seven (7) hours and shall be paid for seven and one-half (7 1/2) hours.
- 2) Twelve-month office staff unit members who work six and one-half (6 1/2) hours per day during the summer months shall be paid for a seven and one-half (7 1/2) hour workday. Likewise, ten-month employees who work six and one-half (6 1/2) hours in their assigned position during the summer months shall be paid for seven and one-half (7 1/2) hours. All unit members who serve as substitutes in positions not their own when school is not in session and summer months shall be paid for the actual number of hours worked. Summer hours will begin the first day after the last day scheduled in the calendar adopted by the Board of Education. Regular hours will begin on the day before the first day of student attendance in September.

D. Term of Employment

- 1) Clerical employees shall be employed either on a twelve (12) month or ten (10) month basis and shall be accountable to the employer under the following terms of employment:
 - a) Twelve-Month Employees: 260/261 days (see #2 below) @ 7 1/2 hours/day (with the exception of the aforementioned recess periods).
 - b) Ten-Month Employees: 216/217 days (see #2 below) @ 7 1/2 hours/day (with the exception of the aforementioned recess periods).
- 2) Assignment of actual days shall be determined in each of the years of the Agreement by counting the days (Monday-Friday) between July 1st and June 30th for twelve-month employees (either 260 or 261) and ten-month employees shall work 216, 217, 218 or 219 days per year depending on the school calendar. Those days shall fall between August 27 and June 30 each year.

E. Work Assignment

Clerical work which is normally performed in administrative offices of any building or facility in the Carmel Central School District shall be reserved for members of the bargaining unit. Such work includes, but is not limited to: serving as receptionist in any office; coverage of offices before or after normal work hours; any typing assignments from the administration (honor roll letters, certificates, etc.); filing; operation of office computers; correcting and/or updating student schedules and records and report card distribution.

The administration will assign clerical tasks to non-unit members only during periods of short term unit employee absences (not to exceed ten days), during normal work breaks or lunch breaks.

The administration in each building will post at the beginning of each year the tasks that are assigned deadlines for the year. This work will be offered to Office Staff members and if no one agrees to work overtime, the work will be offered to non-unit members.

In the event that work assignments are given to non-unit members, which, in the opinion of the Carmel Office Staff Association, should have been assigned to a member of the bargaining unit, the Association shall have the right to appeal the administrative assignment to the Assistant Superintendent for his/her determination.

Members of the unit assigned chaperoning duties will be compensated at the rate of \$109 per activity (1 to 4 hours) during the 2011/2012 school year and \$111 per activity during the 2012/2013 and 2013/2014 school years.

F. Sub-Finder Administrator

There shall be two sub-finder positions at each elementary school, one at CHS, one at GFMS and one at the District Offices. The stipend for each position will be \$1020. Responsibilities of the Sub-Finder will be to: Handle any and all Sub-Finder tasks that require the "Sub-Finder" Administrator's assistance; Act as the Sub-Finder liaison between the building and the District Office; Attend one Sub-Finder training per school year (as needed).

G. Continuing Education Secretary Stipend

The Continuing Education Secretary shall receive an annual stipend in the amount of \$3570.

H. Pay Period

Employees shall be paid by check on a bi-monthly basis. All ten-month employees shall be paid by check on a bi-monthly basis for days worked to date, beginning September 1. Ten-month employees shall be given the option of receiving their pay in 24 equal payments. The payroll check/stub shall state: gross earnings, deductions, and net pay. See salary schedule. Effective July 1, 2008, all bargaining unit members shall be paid by electronic deposit.

I. Work Environment

The District will provide a work environment that meets all standards established by the New York State Public Employment Safety and Health Division and the State Education Department. The District will provide adequate electricity, water, heat and security.

ARTICLE VI - AUTHORIZED ABSENCES

A. Personal Days

12-Month Employees - Four (4) days per school year. Unused, cumulative to sick leave.

10-Month Employees - Three (3) days per school year. Unused, cumulative to sick leave.

Prior application to and approval by the employee's Unit Administrator is required. Reasons need not be given if of a confidential nature. The Unit Administrator may deny a request when it is deemed to be in the best interest of the District. In cases of emergency, prior approval is not required.

Ten month employees hired on or after July 1, 2001 shall have the option of accumulating up to five (5) days in a Personal Day bank.

B. Sick Leave

1. 12-Month Employees: Seventeen (17) days per school year. Unused, cumulative to one hundred eighty (180) days. Days may be used for illness of an employee's immediate family, which is defined as spouse, child, parent, step-child, step-parent, sibling, grandchild, mother-in-law, father-in-law, or other member of household.
2. 10-Month Employees: Fifteen (15) days per school year. Unused, cumulative to one hundred eighty (180) days. Days may be used for illness of an employee's immediate family, which is defined as spouse, child, parent, step-child, step-parent, sibling, grandchild, mother-in-law, father-in-law, or other member of household.
3. Medical documentation may be required for absences after four consecutive days. In order for the District to request such documentation, a pattern of abuse must be evident. Examples of abuse may include an excessive amount of Monday / Friday absences or more than two instances of absences of four or more consecutive days in a year.

C. Death in Family

1. All employees shall be granted five (5) days absence with pay due to the death of spouse, child, parent, step-parent, step-child, sibling, grandchild or other member of household.
2. All employees shall be granted three (3) days absence with pay due to the death of mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparents.
3. All employees shall be granted one (1) day absence with pay due to the death of an aunt or an uncle.
4. All absences as provided in Article VI, Section C are per school year (July 1 - June 30) and are non-cumulative.
5. The maximum number of days used under this section in any given school year is eight (8) days. Additional days may be granted at the discretion of the Superintendent of Schools.

D. Other Absences**1. General Leaves of Absence**

One year of personal leave, without pay, may be granted upon request. Such leave may be renewed for one year upon recommendation of the Chief School Administrator and approval by the Board of Education.

- a. A unit member on a general leave of absence will:
 - 1) Be assigned to the employee's own or comparable position upon return.
 - 2) Not lose sick leave accumulation.
 - 3) Not lose vacation leave previously earned.

4) Unit members may continue their health insurance during such general leave of absence by paying the monthly premiums at the COBRA rate to the District. They may elect to pay the entire annual amount at the beginning of their leave or in quarterly installments due July 1, October 1, January 1, and April 1 of the year they take such leave.

- b. Unit members who have been granted a general leave of absence shall notify the Chief School Administrator in writing of their intent to return at least 30 days prior to their return to active service.
- c. The employee shall receive no salary advancement credit for time spent while on leave of absence, except in instances when the employee has worked at least five (5) months in any contract year (10-month employees) and at least six (6) months in any contract year (12-month employees).

2. Child Care Leaves

Recognizing that some employees may want to resume their duties following confinement resulting from pregnancy and that uniform consideration of the individual's status in our system is desirable, the Board will grant leave of absence due to pregnancy under the following conditions:

- a. Such leave of absence shall be granted without pay for a period of not more than twelve (12) months. Upon application, an employee may be granted an additional twelve (12) months of leave subject to the approval of the Superintendent of Schools.
- b. Upon return from leave, Article VI, Section D, 2-c, shall apply.
- c. The amount of unused cumulative sick leave, at the time the leave begins will be reinstated at the time of return to active service unless used for maternity related disability before the leave began.
- d. When an employee plans to return to work, she/he shall make her intentions known to the Unit Administrator thirty (30) days prior to returning to active service.

3. Sick Leave Bank

A sick leave bank was established July 1, 1989 in order to provide sick leave coverage for office staff members who, due to an extended illness, accident or disability, have exhausted their accumulated sick leave and current personal days.

The sick leave bank shall be operated in the following manner:

- a. Each eligible office staff employee wishing to participate in the sick leave bank shall submit to the Board of Education a written waiver of one (1) day of accumulated sick leave by September 30th of each school year. Contributions are not mandatory, but once made, may not be withdrawn.
- b. The unused sick days in the Bank shall be cumulative and shall be carried forward from year to year.
- c. All eligible office staff employees may participate in the Sick Leave Bank, but employees not electing to contribute days by September 30 of each year shall not receive time from the Bank. Open enrollment will be offered in September of

each year to any eligible office staff employee who has not contributed in prior years.

Any new office staff employee enrolling in the Sick Leave Bank for the first time must contribute two (2) days. An office staff employee hired prior to 7/1/89 and enrolling in the Bank for the first time must contribute one (1) day for each year from the first year of inception (7/1/89) of the Bank.

- d. Withdrawals from the Sick Leave Bank shall be limited to eligible office staff members suffering extended physical or mental illness or disability and who have used all sick leave days and current personal days accumulated in their own account. No office staff unit member will receive more than 40 days per school year (July 1 - June 30) from the Bank, to a maximum of 90 days total as an Office Staff Unit Member.
- e. If at anytime during the school year (July 1 - June 30) the number of days in the Sick Leave Bank falls below 25 days, the Bank shall be renewed as per the terms set forth in (a) above. During the term of this agreement, the employer will match each day of employee contribution to the bank up to a maximum of 25 days.
- f. In order to qualify, the eligible office staff member must present valid medical evidence attesting to the illness or physical or mental incapacitation, to the Superintendent of Schools or his/her designee.
- g. In order to qualify an eligible office staff member must undergo a waiting period. The waiting period will be equal to five (5) sick days, times the number of years in service (not to exceed 10 years) as an office staff member in Carmel. The waiting period may be waived, upon the approval of the Sick Leave Bank Committee.
- h. Any days withdrawn from personal sick leave accumulation due to extended family illness shall be added back into the waiting period.
- i. An office staff member who has been granted such leave from the Bank and subsequently returns to office work in Carmel shall be considered to be a beginning office staff employee from the date of return, for the purpose of determining the term of the waiting period in the event of future need to draw from the Bank.
- j. A Sick Leave Bank Committee consisting of two (2) members appointed by the President of the Carmel Office Staff Association, and two (2) members, appointed by the Superintendent of Schools, shall be formed to review the administration of the sick leave bank and to establish and interpret by-laws and procedures for the operation of the sick leave bank. Determinations of the Sick Leave Bank Committee shall not be subject to the grievance procedure.

ARTICLE VII - BENEFITS

A. Benefits from Date of Hire

Beginning the first day of employment with the District, an employee will begin earning sick leave, personal leave, vacation days, longevity, seniority and all other benefits as described in the appropriate provisions of this agreement.

B. Paid Vacations

The District shall compute vacation entitlement as of July 1 in each year, and shall prorate entitlement for any service of less than one full year prior to July 1.

1. Twelve (12) Month Employees shall be granted vacation time in accordance with the following schedule:
 - a. After one full year of consecutive employment ten (10) days. (.83 days per month)
 - b. After completion of five (5) consecutive years - fifteen (15) days. (1.25 days per month)
 - c. After completion of nine (9) consecutive years - twenty (20) days. (1.67 days per month)
 - d. After completion of 13 years of service 12 month employees will receive 1 additional vacation day per year up to a maximum of 25 vacation days for each full year worked.
2. Ten (10) Month Employees
 - a. Employed 07/01/89 through 6/30/01
 - 1) After one full year of consecutive employment, September-June, five (5) days (.50 days per month)
 - 2) After completion of seven (7) consecutive years- ten (10) days. (1.0 days per month)
 - b. Ten month employees hired after 7/1/01 are not eligible for vacation.
3. Vacations are earned in the school year immediately preceding the year in which the vacation time is used.
4. Vacation time may be used, as earned, during the school year as arranged between the employee and the Unit Administrator.
5. Vacation time accumulated shall not exceed five (5) days for 12 month employees and three (3) days for 10 month employees.
6. An employee may request additional vacation time without compensation during a recess period. Prior approval by the Unit Administrator is required. Limit of two (2) days additional vacation without compensation for each year of employment to a maximum of ten (10) days.
7. If an employee terminates employment, for any reason, the employee shall be paid the employee's regular daily wage for each unused vacation day.
8. If a 10 month employee advances to 12 month status, she/he becomes eligible to the 12 month vacation schedule for the actual consecutive years of service that they have already served. If a 12 month employee transfers to 10 month status, she/he will follow the 10 month vacation schedule for the actual consecutive years of service that they have already served.

C. Paid Holidays

1. Twelve (12) month employees shall be granted fifteen (15) paid holidays, subject to the school calendar, during the school year.
2. Ten (10) month employees shall be granted thirteen (13) paid holidays, subject to the school calendar, during the school year.

However, if a ten-month employee is called in to work two (2) days immediately prior to the Labor Day holiday, or if a ten-month employee is requested to work the two (2) days in July immediately prior to the July 4th holiday, she/he shall also be paid for those holidays as well.

3. One of the total number of holidays available to an employee each year will be a "floating holiday". Floating holidays may be taken at the discretion of the employee but, must be restricted to days when school is not in session. Floating holidays do not accrue.

D. Health Insurance

The health insurance plan provided by the District to the employees in the bargaining unit and the benefits provided thereunder, shall be those agreed upon by the board and the majority of the bargaining units.

1. For eligible unit members employed as of June 30, 1980, the District shall pay 100% of the cost of health insurance. For eligible unit members employed July 1, 1980 and subsequent, the employee shall pay 12% of the premium. Effective July 1, 2016, the employees shall pay 13% of the premium. The Plan will have closed enrollment, with opt-in/opt-out change dates of October 1st and April 1st of each year.

2. Deductibles and Co-Pay for Active Employees

- a. Effective July 1, 2008:

- The annual major medical deductibles for active employees will be: \$400 for individual; \$1000 per family
- The PPO co-pay shall be \$18/visit, maximum of three payable per day
- The outpatient hospital co-pay for active employees shall be \$18
- Emergency room visits shall have a co-pay of \$50

3. **Prescription Drug Plan:** The prescription drug plan shall be a three tier system with the following co-pays:

Retail (30 day supply)	Mail Order (90 day supply)
Generic - \$5	Generic - \$10
Preferred - \$17.50	Preferred - \$35
Non Preferred - \$35	Non-Preferred - \$70

Use of generic drugs shall not be mandatory. Mail order for maintenance drugs shall be mandatory after the first fill at retail. There cannot be a non-preferred drug if there is not a preferred or generic equivalent. Furthermore, if a non-preferred drug is found to be medically necessary, the preferred co-pay will be charged.

4. **Additional Coverage:** Effective July 1, 2011, in addition to the items listed in the plan document, the following additional items will be covered: Colonoscopy at age 45 with family history and routine colonoscopy at age 50 at least every five (5) years with findings and once every ten (10) years without findings; Annual physicals will be covered for dependents ages 6-18; Generic birth control covered with \$17.50 copay for 30 day supply at retail and \$35 copay for 90 day supply by mail order; IUDs and the procedure to insert an IUD shall be covered; charges for services in an in-network facility, as that term is defined by the health insurance plan, by providers who are not members of the network will be covered subject to the co-pay only, not the deductible and co-insurance, in an amount up to the "usual, reasonable and customary allowance" as determined solely by the health insurance plan. The unit member participating in the plan will be responsible for charges which exceed the "usual, reasonable and customary allowance" as determined by the health insurance plan. Active members of the bargaining unit will be eligible to receive the services of in-network licensed clinical social worker, master of social work and psychologist at the co-payment of \$27 per visit. There shall be no limit on the number of visits.
5. An active eligible employee who at the time of retirement has been employed by the District for at least ten years, will maintain or have the option to obtain health insurance coverage under the terms prevailing at the time of retirement.
6. It is agreed to and understood by the Carmel Central School District and the Carmel Office Staff Association that employees reduced as the result of reduction in the work force are unique and, where possible, should be eligible to continue health insurance coverage up to 90 days, unless the individual receives health insurance from another source.

The following qualifications must be met for entitlement of health insurance coverage:

- a. Any eligible employee whose work load is reduced below 22.5 hours per week, and who was enrolled in good standing in the health insurance plan before the reduction in time, could maintain eligibility.
- b. To qualify for health insurance under a reduced work week a new assignment must be for the duration of 15 hours or more per week.
- c. If the above two criteria have been met, the district will fund 50% of the monthly individual health insurance premium cost to a maximum of \$110 per month.
- d. If the employee desires to purchase family coverage, the employee can do so at his/her own expense. Upon the employee's notification/request to the district, the district will apply the individual premium coverage discussed in paragraph "c." above toward the purchase of the family coverage.
- e. If the employee meets the criteria in paragraph "a." above but is reduced to fewer than 15 hours per week, said employee shall be eligible for individual or family coverage if she/he assumes 100% of the cost of the premium provided this is not prohibited by the insurance plan or law.

E. Welfare

Effective July 1, 1986 a Welfare Fund will be administered by the Association. The District shall contribute annually, per unit member, according to the following schedule:

July 15	25%
October 15	25%
January 15	25%
April 15	25%

The District will contribute \$1263 per unit member in 2014-2015; \$1288 per unit member in 2015-2016 and \$1313 per unit member in 2016-2017.

No monies shall be released until the District is in receipt of documents demonstrating that the fund has been established and filed in accordance with the law. The purpose of the fund shall be to provide various health and insurance coverage to all unit members and no portion of the monies in the fund or insurance coverage purchased by the fund shall be used to defray or cover expenses incurred by unit members and the defense of actions brought against them by the District.

All unit members receiving family coverage for insurance services provided through the Welfare Fund shall reimburse the District via payroll deduction. A list of all members receiving family coverage shall be provided to the District by July 31 of each school year.

F. Jury Duty

An employee selected for jury duty shall be granted the normal pay for each day absent. Court remuneration will be turned over to the School District Treasurer. Jury Duty absences are non-deductible.

G. Longevity

All employees shall be granted the payment of longevity increments, in addition to the normal pay of each employee, in a lump sum annually, as follows:

Longevity			
At the completion by the employee of	2014-15	2015-16	2016-17
10 years of service	\$1850	\$1900	\$1950
15 years of service	\$2150	\$2200	\$2250
20 years of service	\$2400	\$2450	\$2500
25 years of service	\$2800	\$2850	\$2900

Employees shall be eligible for longevity increments who have completed the specified number of consecutive years by working for the Carmel Central School District in any capacity where the terms of employment were more than twenty-five (25) hours per week and at least ten (10) months per year. Longevities listed in the longevity chart are non-cumulative.

H. Damage to Personal Property

The employer shall reimburse an employee for: Any clothing or personal property damaged as a result of the employee performing her/his duty during the course of employment which was not incurred as a result of her/his negligence.

I. Death Benefit

Unused sick leave, up to a maximum of 165 days shall be paid to the beneficiary of an active employee under the following conditions: The same conditions shall apply to the payment of unused vacation time accrued by an active employee:

1. The legal beneficiary of the decedent shall submit a notarized statement to the Superintendent of Schools stating that he or she is the legal beneficiary and is entitled to claim the death benefit. Only after approval of the School Attorney shall actual payment of the Death Benefit be made.
2. At the time of death, the employee must have been an active employee of the School District.
3. Terms of Payment:
 - a. The death benefit shall be computed by multiplying the actual number of sick days (not to exceed 165) and vacation days accumulated, times the daily rate of pay being paid the employee at the time of death.
 - b. The final authorized death benefit, as computed, shall be paid to the legal beneficiary in a lump sum payment.

J. Voluntary Payroll Deduction

The employer shall provide check-off for participation in the NYSUT Benefit Trust Program. Such signed authorization may be discontinued at the end of its term upon written notice by the Employee to the Employer. The Employer shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the plan and the bargaining agent with a list of all employees from whose salaries such deductions have been made.

The NYSUT Benefit Trust assumes responsibility for the proper withholding of funds from NYSUT Members and shall save harmless the school district for liability arising out of the withholding or lack of withholding of such funds for the purpose of paying for those benefits secured to Members by the Trust, unless such withholding or lack of withholding upon which liability is predicated is the result of a criminal act or acts on the part of the school district.

K. Tuition Reimbursement

Employees covered by this agreement shall receive tuition reimbursement, for any job-related or college course that is approved by the Superintendent of Schools or his/her designee, to a maximum reimbursement of \$700 per year. Reimbursement will be made to the employee upon successful completion of the course. The employee will supply the district with verification of successful course completion and must maintain a grade of "C" or better where applicable.

L. Section 125 Plan

The District will make available to members of the unit an IRS Flexible spending plan. The plan shall include the conversion of premium payments to pre-tax dollars, and the flexible spending plan for medical and dependent care expenses.

M. Service Awards

Upon completion of seven (7) years in the unit the employee will receive on their anniversary date a service award of 1.0% added to their base salary.

ARTICLE VIII - OTHER PROVISIONS**A. School Closings, Snow Days**

Members of the unit will be entitled to snow days and shall be paid only the actual number of days that the District cancels school because of bad weather.

1. If an employee is required by the immediate supervisor to work on a snow day in her/his normal capacity, she/he shall be compensated at two times her/his regular hourly rate of pay or, shall be granted equivalent time off from her/his normal assignment at her/his regular hourly rate of pay.
2. Where a unit member takes a vacation leave day, sick leave day, or a personal leave day, and such paid leave day falls on a school closing day, such as a snow day, a school closing due to inclement weather or some other emergency, said unit member shall not be entitled to have their vacation day(s), sick leave day(s), or personal leave day(s) reimbursed to them on such school closing day.

B. Delayed Openings

All employees shall report to work:

- a. Two (2) hour delay: Two (2) hours later than normal
- b. One (1) hour delay: One (1) hour later than normal

This section shall not apply to second shift dispatchers. First shift dispatchers will make every effort to report to work as soon as roads are passable.

C. Early Dismissal

When a school building dismisses early because of inclement weather or an emergency, the necessary level of staffing will remain to assist the building administration/supervisor for up to 40 minutes. The district office staff shall be dismissed at the same time that the latest school building staff is dismissed. The second shift dispatcher will be dismissed immediately upon the arrival of the final bus at the transportation facility.

D. Travel

Personnel, required by the employer to use a personal vehicle on school business, shall be reimbursed at current rate per mile approved by the Board of Education.

Any unit member who goes on an overnight activity will receive an additional \$150 for each night spent at the overnight activity.

E. Personnel Files

1. Upon written request, each employee shall have the right to review, at any time mutually convenient, the contents of her/his personnel file; excepting, however, any confidential references given at the time of her/his employment. At the employee's request, a representative of the Association may accompany the employee in such review. The review shall be made in the presence of the supervisor, or his designee,

responsible for the safekeeping of such file. Facilities shall be available for the employee to make photocopies of such contents and records as concerns her/his work, or herself/himself except in circumstances beyond the control of the administration.

2. Also, a copy of any complaint placed in the personnel file of any employee shall be sent to the employee within one (1) week thereof. She/He shall have the right to answer in writing and have the incident reviewed by the Chief School Administrator. The findings of this review shall be placed in the employee's personnel file, together with the complaint.

F. No Strike Pledge

The Office Staff Association pledges that it will file with the District Clerk a written declaration that the Association will not participate or engage in a strike, work stoppage, or any other action that will interfere with the normal operation of the established work schedule.

G. Physicals

If required to take a physical examination of any type or description, the employee shall have the right to designate a doctor of her/his choice from a list of licensed physicians, annually approved and designated and published as school doctors by the employer to conduct said examination. The list of approved physicians shall contain no less than four (4) doctors actively practicing medicine in the County of Putnam.

H. Association Privileges

1. The Association will have the right to use school buildings without cost at reasonable times for meetings. Request for use of the building will be made in advance to the Unit Administrator.
2. Reasonable time-off from daily assignment when required to attend negotiation meetings shall be permitted to the Negotiating Committee as authorized by the District.
3. The District will agree to twelve (12) days of Association leave for the President and Vice-President or their designees with pay, per year, to attend to Association business, seminars and workshops.

I. Just Cause

No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage without just cause.

J. Staff Development

Unit members shall have the option to participate in staff development days at the discretion of their building principal or immediate supervisor.

K. Security Swipe Cards and Cameras

The District will not use any information gathered through the use of a keyless entry or swipe card system for the purposes of disciplining unit members or to monitor attendance. The District may only use security cameras and the video captured on such District security cameras as evidence during a disciplinary proceeding where the employee misconduct involves allegations of violence, assault, alleged student contact, theft or other alleged illegal activity. Video cameras may not be used by the District to monitor unit member attendance.

To the extent that any video will be used by the District in a disciplinary proceeding against a unit member, the District will provide the union with a copy of the video that it intends to offer into evidence in any disciplinary proceeding involving the unit member subject to disciplinary charges, prior to the commencement of said disciplinary hearing.

ARTICLE IX - SENIORITY, TRANSFERS, PROMOTIONS AND VACANCIES

A. Vacancies

1. Whenever any vacancy in any position within the bargaining unit occurs, the employer shall post said vacancy on all employee bulletin boards and give written notice to the President of the Association. No vacancy shall be permanently filled until five (5) days after such notification unless otherwise concurred with by the Office Staff Association.
2. Every employee who desires to fill any such vacancy shall file her/his application in writing, with the Administration within five (5) calendar days following the posting of said vacancy. Employees who apply for posted positions shall have a written answer to their application within ten (10) working days after the appointment by the Board of Education.
3. Current employees that apply for a vacant position in the district will receive first consideration for the position and will be interviewed by the appropriate supervisor. Providing all contractual procedures are followed, the final decision will be made by the district and will not be subject to grievance procedure.
4. The written notice of each vacancy shall include a job description as filed with the Civil Service Commission of Putnam County.

B. Transfers and Promotions

1. When an employee is transferred from one classification to another within the clerical unit, said employee shall be given full credit for time she/he has been employed in the clerical unit, so that she/he will not lose any seniority or other benefits, including fringe benefits.
2. If an employee of another unit within the School District is appointed to a clerical position within the clerical unit, such employee shall not lose health insurance, accumulated sick days, accumulated vacation, longevity, and retirement benefits earned in her/his previous unit.
3. In the determination of reassignments and transfers, current employees that apply for a vacant position in the district will receive first consideration for the position and will be interviewed by the appropriate supervisor. Providing all contractual procedures are followed, the final decision will be made by the district and will not be subject to grievance procedure. Transfers of employees shall not constitute a down-grade in Civil Service Classifications provided such transfer is within the same job classification. Pay adjustment shall not occur until 30 days subsequent to transfer.

C. Temporary Positions

Any person in the unit doing a job for more than twenty (20) consecutive working days for which a title and salary, separate from her own exists, shall be paid at the rate of the temporary position.

D. Lay-Off and Recall

In the case of a job abolishment, reduction of forces, lay-off and recall, the Civil Service Law shall be applicable. Where Civil Service Law does not apply, the following procedures shall prevail:

1. The employee involved shall have the right to replace the least senior employee within the same classification.
2. If any employee cannot replace anyone within her/his title category because of lack of seniority, she/he may replace the least senior employee in another title provided she meets the necessary qualifications.
3. The employee shall be recalled in the reverse order of lay-off. (Last hired, first fired).
4. The Superintendent of Schools and/or the Assistant Superintendent for Business shall give four weeks (4 weeks) written notice prior to any lay-off.

E. Section 75 - Civil Service Law

Permanent competitive class employees have protection under Section 75 after completion of her/his probationary period.

The provisions of Section 75 of the Civil Service Law shall apply for the removal, discipline or suspension of any non-competitive civil service school year employee covered by this Agreement, after one (1) year of service as a member of the Bargaining Unit.

F. Copies of Agreement

All employees shall receive a copy of the Agreement. It will be the responsibility of the employee to meet this provision of the Agreement. The employer agrees to provide the employee Unit with sixty (60) copies of the original Agreement for the purpose of distribution within thirty (30) consecutive days subsequent to the date of execution of the Agreement.

ARTICLE X - RETIREMENT**A. Retirement Plan**

1. The Retirement Plan Section 75I - shall be granted to all employees eligible to join the New York State Employees' Retirement System. If any other retirement plan equal to or better than the above plan is offered by the District, and if those benefits are applicable to Association members, then those eligible members shall be entitled to join such a plan.
2. A notarized statement shall be presented to the Superintendent of Schools six (6) months prior to the actual retirement date, retirement date to be stated in the notarized statement. The 6 months prior notice may be waived upon request of the employee. The request to waive must be in writing and submitted to the Superintendent of Schools who shall render a decision within ten working days following receipt of the request to waive. The decision of the Superintendent shall be final.
3. The employee must be eligible to retire under the regulations and terms of the New York State Employees' Retirement System.

B. Retirement Procedures

1. Unused sick leave days up to a maximum of 150 days shall be paid to an employee upon retirement. The retiring employee is to give to the District irrevocable notice of the intent to retire not later than six (6) months prior to the severance date. Said payment shall be deposited in a 403(b) account as outlined below. Personnel who apply in writing shall be paid at their 2004-2005 rate of pay. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the District during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than 30 days following the employee's severance date. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. An application, or notice, to retire, submitted and approved by the Board of Education may not be withdrawn without the written consent of the Superintendent of Schools.

C. 403(b) Plan

1. Unit members shall be eligible to participate in a 403(b) Plan. Both the Employer and the Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant's Includable Compensation.
2. **CONTRIBUTION LIMITATIONS** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceeds the applicable contribution limits, the excess amount shall be handled by the employer as follows: the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amounts as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-elective Contribution.
3. Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept the Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into a holding account to be distributed in accordance with the provisions of this MOA when the employee designates a 403 (b) account.
4. This provision shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and the Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.

5. Both the Employer and the Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-elective Contributions and the amount for the participant's Includable Compensation
6. **EMPLOYER NON-ELECTIVE CONTRIBUTION EQUAL TO TERMINATION PAY** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the District during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than 30 days following the employee's severance date.

ARTICLE XI - GRIEVANCE PROCEDURE

A. Definition

A "grievance" is the claim by the Association, or person, that there has been a violation of terms of this Agreement.

B. Purpose

The purpose of the procedure is to secure an equitable solution to the disputes which may arise over matters defined in Paragraph "A" as rapidly as possible.

C. Procedure

It is agreed to that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Before submission of a written grievance, the aggrieved party should attempt to resolve it informally. To expedite the process, the number of days indicated shall be considered as a maximum.

1. Level One

An aggrieved person or his/her representative will first present his/her grievance in writing to his/her Unit Administrator or Immediate Supervisor with whom it will be discussed directly. The meeting of the aforesaid parties shall be scheduled within five (5) school days of the proper filing of the grievance. The Unit Administrator or Immediate Supervisor shall inform the aggrieved person of his decision in writing within five (5) school days after the meeting.

2. Level Two

If the grievant is not satisfied with the decision at Level One and the grievance is considered by the Association to be meritorious, the Association shall notify the Superintendent or designee in writing, within five (5) school days after it has received the grievance from the aggrieved person that it wishes to carry the grievance to the Superintendent or designee. The meeting of the aforesaid parties shall be scheduled within five (5) school days and the Superintendent or designee will render a decision in writing within five days of the Level Two meeting.

3. Level Three

- a. If the Association and the aggrieved party are not satisfied with the decision at Level 2, and the grievance pertains to an interpretation of the language of this contract, and if no written decision has been rendered within five (5) school days after the meeting, the Association may, within ten (10) school days of the meeting, request that the grievance be submitted within thirty (30) school days to arbitration.
- b. The parties agree to be bound by the rules and procedures of the American Arbitration Association.
- c. The arbitrator shall issue his decision with due dispatch after the date of the closing of the hearings, or if all hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall set forth the arbitrator's opinion and conclusions on the issues submitted. The decision of the arbitrator shall be rendered to the District and to the Association and shall be binding on all parties.
- d. The arbitrator shall make no decision which is contrary to, or inconsistent with, or which modifies or varies in any way, the terms of Agreement or of applicable law, rules or regulations having the force and effect of law.
- e. The cost for the services of the arbitrator, including expenses, if any, shall be borne equally by the Board and the Association.

D. Rights Under Grievance Procedure

1. Any grievance shall be presented within thirty (30) school days after the grievant and the Association are aware of the occurrence or events claimed to have given rise to the grievance. The grieving party's failure to proceed to the next step of the grievance procedure within the applicable time limits shall be deemed a waiver of the grievance by the grieving party.
2. The District shall make available to the Association such information deemed necessary for the Association to carry out its function of processing Association grievances (excluding confidential personnel records).
3. In the event that a representative or individual designated in writing by the Association, investigates or is required to attend a grievance proceeding, she shall be released from her regular assignment without loss of pay for the period of time necessary to permit her attendance at such proceeding.
4. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be available without the permission of the aggrieved party.

ARTICLE XII - LIAISON COMMITTEE

- A. A Liaison Committee between the Carmel Office Staff Association and the Superintendent of Schools, or his designee, shall be established for the purpose of advice and consultation; meeting quarterly or as often as shall be deemed necessary. The meeting times and places shall be mutually agreed upon.
- B. The Liaison Committee shall consist of the President and not less than two other members of the Carmel Office Staff Association and at least two but not more than

three members including the Superintendent, or her/his designee, and one or two additional members representing the employer.

ARTICLE XIII - MATTERS NOT COVERED

Terms and conditions of employment not covered in this Agreement may be negotiated by mutual consent of both parties to the Agreement.

ARTICLE XIV - CONFORMITY TO LAW-SAVING CLAUSE

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation negotiation.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

IN WITNESS THEREOF, the parties hereto have signed the Agreement on the 16 day of JUNE, 2016

Office Staff Association

Nancy Zaccardi

Nancy Zaccardi
President

Toni Kelly

Toni Kelly
Chief Negotiator

Carmel Board of Education

Mr. Andy Irvin

Mr. Andy Irvin
Superintendent of Schools

Eric Stark

Eric Stark
Assistant Superintendent for Business

APPENDIX A: SALARY SCHEDULE

Effective July 1, 2014, all seven step Salary Schedules will be converted to ten step salary schedules, and the seven year Service Award in each salary schedule will be converted to a ten year Service Award. Unit members shall be moved to the new salary schedule to the next step that constitutes an increase from their current salary before the 1% is added to the schedule.

Position	Code	Step	2014-2015	2015-2016	2016-2017
			1.00%	1.25%	1.5%
Office Assistant I Dispatcher	1	1	18.23	18.46	18.74
		2	19.28	19.52	19.81
		3	20.33	20.58	20.89
		4	21.38	21.65	21.98
		5	22.43	22.71	23.05
		6	23.48	23.77	24.13
		7	24.53	24.84	25.21
		8	25.58	25.90	26.29
		9	26.63	26.96	27.36
		10	27.68	28.03	28.45
		Service Award*	27.95	28.30	28.73

Position	Code	Step	2014-2015	2015-2016	2016-2017
			1.00%	1.25%	1.5%
Office Assistant II Stenographer	2	1	19.32	19.56	19.85
		2	20.50	20.76	21.07
		3	21.68	21.96	22.29
		4	22.87	23.15	23.50
		5	24.05	24.35	24.72
		6	25.23	25.55	25.93
		7	26.41	26.74	27.14
		8	27.59	27.94	28.36
		9	28.77	29.13	29.57
		10	29.96	30.33	30.79
		Service Award*	30.26	30.63	31.09

Position	Code	Step	2014-2015	2015-2016	2016-2017
			1.00%	1.25%	1.5%
Senior Stenographer	3	1	22.36	22.64	22.98
		2	23.50	23.80	24.16
		3	24.64	24.95	25.32
		4	25.79	26.11	26.50
		5	26.93	27.26	27.67
		6	28.07	28.42	28.85
		7	29.21	29.57	30.01
		8	30.35	30.73	31.19
		9	31.49	31.89	32.37
		10	32.62	33.03	33.53
		Service Award*	32.95	33.36	33.86

Position	Code	Step	2014-2015	2015-2016	2016-2017
			1.00%	1.25%	1.5%
Senior Office Assistant I	4	1	20.83	21.09	21.41
Account Clerk		2	22.14	22.42	22.76
Personnel Clerk		3	23.45	23.74	24.10
Payroll Clerk		4	24.76	25.07	25.45
Purchasing Clerk		5	26.07	26.40	26.80
		6	27.38	27.72	28.14
		7	28.69	29.05	29.49
		8	30.00	30.38	30.84
		9	31.31	31.70	32.18
		10	32.62	33.03	33.53
		Service Award*	32.95	33.36	33.86

Position	Code	Step	2014-2015 1.00%	2015-2016 1.25%	2016-2017 1.5%
Accountant	5	1	26.90	27.23	27.64
		2	28.27	28.62	29.05
		3	29.64	30.01	30.46
		4	31.02	31.40	31.87
		5	32.39	32.80	33.29
		6	33.76	34.19	34.70
		7	35.14	35.58	36.11
		8	36.51	36.97	37.53
		9	37.89	38.36	38.94
		10	39.26	39.75	40.35
		Service Award*	39.65	40.15	40.75

Position	Code	Step	2014-2015 1.00%	2015-2016 1.25%	2016-2017 1.5%
Senior Office Asst. II	6	1	21.93	22.20	22.53
		2	23.37	23.66	24.02
		3	24.82	25.13	25.51
		4	26.27	26.60	27.00
		5	27.71	28.06	28.48
		6	29.16	29.52	29.96
		7	30.61	31.00	31.47
		8	32.06	32.46	32.95
		9	33.50	33.92	34.43
		10	34.96	35.39	35.92
		Service Award*	35.31	35.75	36.29

Note:*

1. Service Award – Effective July 1, 2014, all bargaining unit members currently receiving the Service Award, irrespective of their actual number of years of service, will continue to receive the Service Award. Any current unit members who are not receiving the Service Award as of April 16, 2015 will be eligible to receive the Service Award after completing ten years of service in the bargaining unit.
2. Advancement on the salary schedule shall take place on the first day of each fiscal year (July 1).
3. During the first year of employment, a unit member will advance on the salary schedule if she/he has been employed in the unit for a minimum of six (6) months if she/he is a twelve (12) month employee or five (5) months if she/he is a ten (10) month employee.

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