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Title: **Bellmore-Merrick Central High School District and Bellmore-Merrick Central High School District Clerical Unit, Civil Service Employees Association, Inc. (CSEA), Local 1000, AFSCME, AFL-CIO, Nassau Educational Local 865 (2003)**

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Union: **Bellmore-Merrick Central High School District Clerical Unit, CSEA, AFSCME, AFL-CIO**

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4599

AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**BELLMORE-MERRICK
CENTRAL HIGH SCHOOL DISTRICT**

and
**CSEA, Local 1000 AFSCME,
AFL-CIO**

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Bellmore-Merrick CHSD Clerical Unit
Nassau County Educational Local 865

July 1, 2003 - June 30, 2007

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AGREEMENT

THIS AGREEMENT entered into by and between Bellmore-Merrick Central High School District (hereinafter called the "Board") and the Civil Service Employees Association, Inc., Local 1000, AFSCME AFL-CIO-Nassau Educational Local 865 (hereinafter called the "Association"). The term of this Agreement shall be four years, July 1, 2003 to June 30, 2007.

ARTICLE I - RECOGNITION

Section 1. The Board hereby recognizes the Association as the sole and exclusive representative for all personnel in the Civil Service Employees Unit IV, comprising clerical employees who are regular full-time employees.

Section 2. The Board agrees not to negotiate with any non-teaching employees' group other than the Association for the duration of this contract, except as may be otherwise required by law.

Section 3. A Labor-Management Committee composed of equal representation of the School District and the Association shall be formed to discuss current problems and programs. The Committee shall meet at the request of either party, but such meetings shall not be considered in any sense a meeting for the purpose of negotiating any changes or additions to this Agreement.

ARTICLE II - CONDITIONS

Section 1. Before the Board adopts a change in policy which affects salaries, fringe benefits, working conditions or matters related thereto which are not covered by the terms of this contract, the Board will grant the Association an opportunity to present its views on the policy change before it is announced to the public. The Board agrees to give due consideration to such views in arriving at its decisions on such major policy changes.

Section 2. Every reasonable effort will be made to insure that no employee works alone in a building on any shift.

Section 3. It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Such situations should be reported to the administrators who will take appropriate action.

Section 4. Employees shall not be required to use their personal vehicles for District business.

Section 5. The Board shall have the right to require all employees covered by this Agreement to take periodic physical examinations. Such examinations shall be conducted at the Board's expense.

Section 6. Mimeograph machine operators shall be provided with appropriate coverings to help protect their clothing.

ARTICLE III - WORKING CONDITIONS

Section 1. Work Schedules: The work week shall be 35 hours, 5 consecutive days of 7 hours each, Monday through Friday, with a one-hour lunch period, for the regular school year schedule, from September 1 to June 30. For July and August and the three vacation periods, the work schedule shall be 8:00 AM to 3:00 PM, with one hour for lunch. Effective June 1, 2001, summer hours will include those days in June occurring after the conclusion of the work year for the faculty and those days in September occurring prior to the commencement of the work year for faculty.

Section 2. Shift Staggering: Clerical employees may be assigned staggered work schedules at the discretion of their Administrator on a voluntary or seniority basis, such schedules to be determined once a year. The staggering of work schedules may apply when summer hours are in effect also. Changing of working hours shall be on a voluntary basis, where possible. Otherwise, personnel shall work whatever shift is assigned to them.

Section 3. Coffee Breaks: All full-time employees shall receive a coffee break not in excess of fifteen minutes in the morning and in the afternoon. On days when shorter hours are in effect, such employees will receive one morning coffee break not in excess of fifteen minutes.

Section 4. Emergency Closings: When the District declares an emergency closing of schools as a result of weather conditions, all clerical employees shall not be required to report to work on such day.

Section 5.

(a) All employees new to the District and appointed by the Board may be granted credit for prior related work experience as the Board may decide, except that upon appointment as full-time employees in the District, retroactive credit shall be given in all cases for part-time service within the past five years in the District on a pro-rata basis.

(b) No person shall be employed by the District in permanent non-teaching capacity who is not qualified under applicable Civil Service laws and regulations.

Section 6. Vacations

(a) Vacation Allowance:

Two weeks annual leave after one full year of service (for less than full year of service, vacation days shall be prorated), plus one week at Christmas, Mid-Winter or Easter vacations.

Effective July 1, 2001, in addition to two weeks of vacation leave after one full year of service, additional vacation leave will be earned as follows:

- 11 vacation days after six (6) full years of service
- 12 vacation days after seven (7) full years of service
- 13 vacation days after eight (8) full years of service
- 14 vacation days after nine (9) full years of service
- 15 vacation days after ten (10) full years of service

Three weeks annual leave after 10 full years of service, plus one week at Christmas, Mid-Winter or Easter vacations.

The one week (5 days) of vacation during the three holiday periods is given after one year of service. Employees must be on payroll to be eligible for these days. Employees who leave the district do not receive payment for these days if they are not used.

(b) Vacation Scheduling:

All vacations will be taken in July or August unless the Administrator considers it advantageous to the District to schedule vacations at other times. Vacation time preference is granted on the basis of employee seniority.

Employees having three (3) weeks vacation can choose to take one week of this vacation any time during the school year with the approval of their Administrator.

If a legal holiday should occur during a vacation period, such vacation may be extended one day, or such vacation day may be taken at another time, with approval of the Administrator.

All vacation time must be taken during that fiscal year.

(c) Pro-Rating: If a starting date for full-time employment occurs on or prior to the 15th of the month, a full pro-rated day of vacation shall be credited for that month. If a starting date

is after the 15th there will be no vacation credited for that month. The same principle shall be applied in computing vacation for the last month of employment preceding termination.

(d) Compensation: Annual vacation compensation will be paid together with the employee's last pay check prior to the start of approved vacation, upon receipt of a written request from the employee, no later than four weeks prior to such vacation.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1. Definition:

(a) Any dispute concerning the interpretation or application of this agreement may be raised as a grievance by either party to this agreement.

(b) The District agrees to furnish to the Association any information which may be necessary in processing any grievance or complaint, whenever possible.

Section 2. Time Limits:

(a) Since it is important that grievances be processed as rapidly as possible, the number of days permitted to any party at any step should be considered a maximum, and every effort should be made by all parties to expedite the process.

(b) The primary purpose of the procedure set forth in this article is to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees or groups of employees. Both parties agree that proceedings under this article shall be kept as informal and confidential as may be appropriate.

Section 3. General Principles:

(a) It shall be the firm policy of the Board to assure to every employee an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to employment status.

(b) The failure of an aggrieved party to raise a grievance in the prescribed time period, or to proceed to the next step within the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. However, in the event new facts are obtained which were not previously known to the aggrieved, but which, if they had been known, might have influenced the disposition of the grievance, the presentation of such information to the parties in interest shall constitute grounds to reopen the grievance procedure at the level at which it had been terminated. Further, in the event a decision has been rendered in a grievance and the decision has not been

implemented or has been violated, the presentation of such evidence to the parties in interest shall constitute grounds to re-open the grievance at the level at which it had been terminated.

(c) At any level, the failure of an Administrator to communicate a decision to the employee within the specified time limits shall permit the employee to proceed to the next level.

(d) Forms for filing grievances, serving notice, taking appeals, making reports and recommendations, and other necessary documents, will be jointly prepared. The Board shall then print appropriate supplies of such documents and give them appropriate distribution so as to facilitate operation of the grievance procedure.

(e) Decisions rendered at each step of the grievance procedure shall be in writing, setting forth the decision and the supporting reasons therefore, and will be promptly transmitted to all interested parties.

(f) If, in the judgment of either party, a grievance affects a group or class of employees and appears to arise from the alleged action of authority higher than the principal of a school, or is associated with system wide policies, it may be submitted directly at Step 2, to be described below.

(g) If unable to accomplish it after the hours of employment, investigation of grievances as may be required shall be conducted during the hours of employment. In the course of such investigation, representatives of the Association will advise the principal of the building being visited of the purpose of the visit immediately upon arrival. Every effort will be made to avoid interruption of normal work activities and to avoid involvement of students in any phase of the grievance procedure.

(h) Nothing contained herein will be construed as limiting the right of any party having a grievance to discuss the matter informally with any appropriate member of the other party and having the grievance adjusted without imposition of the formal procedure, provided such adjustment is not inconsistent with the terms of this agreement.

Section 4. Steps in the Grievance Procedure:

(a) All grievances must be reduced to writing and submitted to the employee's administrator (or to the employee if the grievance is raised by the Board), within fourteen (14) days after the event giving rise to the grievance. A written answer to the grievance must be rendered with five (5) days.

(b) If not settled, the grievance may, within fifteen (15) days, be submitted to the Superintendent of Schools (or to the President of the Association). A meeting on the grievance

shall be held within five (5) days, and a written decision on the grievance rendered within five (5) days thereafter.

(c) If not settled, the grievance may, within fifteen (15) days, be submitted to the Board of Education, who shall consider the same at its next scheduled meeting and render a decision within five (5) days thereafter.

(d) If not settled, the grievance may, within fifteen (15) days thereafter, be submitted to final and binding arbitration before an arbitrator selected according to the procedures of the American Arbitration Association.

(e) The arbitrator so selected will hear the matter promptly and will issue a decision no later than fourteen (14) calendar days from the date of the close of hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to said arbitrator. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted.

(f) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.

(g) The decision of the arbitrator shall be final and binding upon all parties.

(h) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

(i) The employee raising the grievance shall be present at all steps in the grievance procedure including arbitration. In a group grievance, a representative of the group of employees raising the grievance shall be present at all steps of the grievance procedure including arbitration.

ARTICLE V - COMPENSATION

Section 1.	Effective July 1, 2003:	3.0% plus increment
	Effective July 1, 2004:	3.2% plus increment
	Effective July 1, 2005:	3.3% plus increment
	Effective July 1, 2006:	3.3% plus increment

(a) Longevity steps shall be as follows:

2003-04 - \$900
2004-05 - \$950
2005-06 - \$950
2006-07 - \$950

(c) The final decision on longevity increases shall be made by the Superintendent of Schools after meeting with the affected party and Association representative.

(a) Time and one-half (1½) pay for all overtime work beyond the regular hours in any given day, or all work prior to regular starting time, and all work after quitting time, but employee must work his entire regular day's shift.

(c) Members of the Unit will have the option to take overtime as time and one-half compensatory time with the approval of the Principal.

Section 5. Anniversary Dates:

- (1) Members of the unit whose first day of employment was before July 1, 1964 shall have an anniversary date of the first of July following the first day of employment.
- (2) Members of the unit whose first day of employment was on or after July 1, 1964 shall have an anniversary date of their first day of employment.

(3) All employees new to the district as of July 1, 1979 shall have July 1st or January 1st as their anniversary date. The date which comes closest to their date of hire shall be used for that purpose. This shall also apply to promotions.

(b) All anniversary dates established prior to July 1, 1979 shall remain in force.

ARTICLE VI - PROMOTIONS

Section 1.

(a) All openings for promotional positions and for positions paying higher salary differentials shall be adequately publicized in every school on bulletin boards, and all qualified non-teaching personnel shall be given adequate opportunity to make application for such positions.

(b) In the event of a promotion to a higher paid classification, the employee shall be placed on the nearest step with an increase as close to 10% as possible above their current salary. This does not apply to the Senior Typist Clerk position.

Section 2. Any employee assigned by the District Administration to perform a higher paying job for more than a week will be paid such higher rate for the entire period of such assignment.

ARTICLE VII - PROTECTION OF NON-TEACHING EMPLOYEES

Section 1.

(a) All employees in the unit shall be afforded job protection as required by law.

(b) Seniority shall be on the basis of group classification at all times, based on the date of commencement of last employment.

(c) If layoffs become necessary, provisional and probationary employees within a group classification shall be laid off before any permanent employee shall lose any time. If, after all provisional and probationary employees in a particular group have been laid off and other reductions in the work force are necessary, the employees shall layoff in accordance with the principles of seniority within the group classification, i.e., the last person hired shall be the first person laid off and the last person laid off shall be the first person rehired.

(d) Before hiring any new employees, the available work must be offered to employees on layoff by sending a written notice to the employee by registered or certified mail,

return receipt requested, directing the employee to return to work at a date and time not less than seven (7) days from the date of mailing of such notice.

(e) The Board agrees to consult with the Association when new job titles are created relative to terms and conditions of employment.

(f) A committee will be formed consisting of members of the unit and the administration to discuss the impact of school closings on members of the unit.

Section 2. Assistance in Assault or Civil Cases:

(a) Non-teaching employees shall be required to report all cases of assault suffered by non-teaching employees and/or civil actions filed against them in connection with their employment to the Superintendent of Schools. The Superintendent shall acknowledge receipt of such report within three (3) days.

(b) The school counsel shall inform the employee immediately of the rights under the law and shall provide such information in a written document.

Section 3. Legal Counsel: The Board agrees that where the employee is not at fault to provide legal counsel to defend any employee in any action arising out of an assault on any employee or any disciplinary action taken against a student by an employee.

Section 4. Compensation for Lost Time: If an assault on an employee during working hours on school premises results in loss of time, the employee shall be paid in full and such paid absence shall not be deducted from any sick leave to which such employee is entitled under this contract. Any Workers' Compensation benefits due to employees during this period shall be paid to the School District to the extent of the amount paid out by the District.

Section 5. Association Representation: Members of the unit shall be entitled, if they so desire, to have a representative of the Association present when they are being reprimanded, warned or disciplined for any alleged infraction of the rules and only if this action results in a reprimand being placed in the employee's folder.

ARTICLE VIII - ON THE JOB INJURIES

The Board agrees to provide Workers' Compensation for employees as required by law. An employee who uses sick leave to obtain pay for days not worked because of any injury covered by Workers' Compensation shall refund to the Board any Workers' Compensation benefits received, and be recredited with such sick leave on a proportional basis.

ARTICLE IX - INSURANCE BENEFITS

Section 1. Effective July 1, 2004, the District shall pay 90% of the cost of the Empire Core + Enhancements Plan for the employee and his/her immediate family dependents while the employee is working. The employee will pay the additional 10% while the employee is working. Effective July 1, 2004, the District will pay 93% and the employee 7% of the cost of individual and family coverage when an employee retires. Employees who retired after June 30, 1991 and prior to July 1, 2004 will remain at 5% contribution.

Section 2. A health insurance plan providing a total benefits package comparable to the plan in existence or the plan at the time of the alternative proposal may be instituted by the District upon written notice to the Association which notice shall include a copy of the plan including cost and premiums. The Association shall have sixty (60) days to review and analyze such plan. The District shall cooperate in providing all relevant information requested by the Association. Should the Association object to the institution of the new plan, the matter shall be submitted to an impartial panel which shall be appointed within sixty (60) days of the original date of presentation of the plan to the Association. The panel shall be comprised of three (3) persons with expertise in health insurance. Each party shall designate one (1) member of the panel. These two (2) members shall select the third. If they are unable to agree, the third member shall be selected through the procedures of the American Arbitration Association. The impartial panel shall have the authority to hold hearings and review submission of the parties, and shall render a decision sixty (60) days following their appointment. The decision of the panel shall be final and binding on the District and the Association. The new plan shall not become effective unless and until either the Association agrees that benefits are comparable or the impartial panel so holds.

Section 3. Members of the unit shall have the option to withdraw from participation in the Health Insurance Plan or change from family to individual. Members who exercise these options must notify the District in writing by May 1st of their intentions. A member who exercises the option to withdraw shall receive two payments equal to 50% of the District's cost of health insurance for those who withdraw from family coverage and individual coverage in the first paycheck in January and the last paycheck in June. Those members of the unit who exercise the option to change from family to individual coverage shall receive two payments, equal to 50% of the difference between the District's cost of family and individual health insurance, in the first paycheck in January and the last paycheck in June.

New members of the unit must notify the District by October 1st of their intentions. Members who exercise these options will receive a prorated amount.

Members who have withdrawn from the district's Health Insurance Plan shall, upon request, be reinstated to coverage under the District's health Insurance Plan subject to the rules and regulations of the Health Insurance Plan in effect. If the member requests reinstatement during the school year, the member shall receive a prorated portion of the amount designated in Section 4 above. This change can be made once a year.

Section 4. The District will provide dental insurance for the employee. The employee shall have the option to have dental insurance for his/her family dependents at employee's own cost and expense.

Section 5. The District will provide disability insurance for employees, which insurance plan shall provide payment of benefits equal to 50% of the employee's basic monthly salary to a maximum of \$1500 per month. The district shall not be required to pay premiums of more than \$6.90 per employee per month.

ARTICLE X - ARMED FORCES SERVICE CREDIT

Section 1. Employees hired after July 1, 1979, who have served in the Federal Armed Forces of the United States, will be entitled to credit on the salary schedule up to a maximum of two years.

Section 2. Non-teaching employees on regular appointment called to federal military duty will be credited upon their return with the same amount of sick leave of salary increment allowance for the period of their military service.

ARTICLE XI - RETIREMENT BENEFITS

Section 1. The retirement plan is Plan 75G (25 year ½ pay basis).

Section 2. All employees who have become members of the Retirement System effective July 1, 1976 are members of the Co-Esc Plan (Tier III).

Section 3. All employees who have become members of the Retirement System effective September 1, 1983 are members of the Co-Esc Plan (Tier IV).

ARTICLE XII - LEAVE ALLOWANCE

Section 1. Sick Leave

(a) Except as hereinafter noted, all clerical employees shall be entitled to approved absences in cases of illness of 17 working days per year, hereinafter known as current sick leave, cumulative to 225 sick leave days, for purposes of sick leave only. For retirement purposes (Termination Pay), a maximum of 180 days may be accumulated.

(b) Employees hired after July 1, 1987 will accrue sick days during their first year of employment at the rate of 1.5 days per month to a total of 17 days.

(c) Employees absent for more than five (5) consecutive working days because of personal illness may be required to submit a doctor's certificate explaining the nature of the illness upon return to duty.

(d) Annual statement of sick leave accumulated to the conclusion of the previous school year shall be given to each employee by the first payday in October.

(e) Personal Illness - Extended Nature: If an employee's illness is to be of an extended duration, a doctor's certificate stating the possible duration of said illness must be submitted as soon as possible. Employees whose cumulative sick leave allowance is exhausted by reason of personal illness shall be granted leave of absence without pay at the expiration of cumulative leave allowance up to two years in duration.

Section 2. Other Paid Leaves (Family Sick, Bereavement, Religious Observance)

(a) All clerical employees shall be entitled to utilize out of their current sick leave allowance paid leave for the following purposes, provided that the total days for any or all purposes during a school year shall not exceed four days per year:

- (1) Serious illness of the employee's spouse, parent, brother, sister, child, grandchild, or other person normally living in the household, or death of the employee's spouse, parent, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law or other person normally living in the household. Effective July 1, 2004, aunt and uncle shall be added to the list of family members for bereavement with a maximum of 2 days absence per occurrence. This contract provision will sunset effective June 30, 2007.

- (2) Observance of religious holidays.

(b) Clerical employees may utilize five (5) days per year from their current sick leave allowance for bereavement.

(c) Personal Business: All employees shall be entitled to utilize out of their current sick leave allowance two days paid leave for personal business. Personal business days shall be used for those purposes for which they are traditionally allowable. On the day before or the day after a holiday, vacation day, or day of religious observance, prior approval of the Administrator is necessary, and reasonable notice of same must be given.

(d) Jury Duty: The above employees shall also be granted time off with pay to serve on a jury, and shall pay back to the district any jury pay received for such service.

Section 3. Non-Paid Leaves of Absence:

(a) Child Care: Upon request, a non-probationary employee will be granted leave of absence without pay not to exceed two years for the purpose of caring for a child four years of age and under, and shall be reinstated in the same or comparable position upon returning to work. Probationary employees may be granted such leave at the discretion of the Board.

(b) Personal Health and Family Hardship: Members of the non-teaching staff are eligible to take leaves without pay not in excess of one year in length for restoration of health or the alleviation of hardship involving themselves or their immediate family.

ARTICLE XIII - HOLIDAYS

The District shall provide Unit IV members with a school year calendar each September.

Section 1. The following holidays will be granted for clerical employees:

Independence Day	Christmas Day
Labor Day	New Years Eve Day
Rosh Hashanah Days	New Years Day
Yom Kippur	Martin Luther King Day
Columbus Day	Lincoln's Birthday
Election Day	Washington's Birthday
Veterans Day	Holy Thursday
Thanksgiving Days	Good Friday
Christmas Eve Day	Memorial Day

NOTE: When school is held on any of these days, office employees will work on that day at straight time rates.

Section 2.

(a) If a paid holiday falls on a Saturday, no compensatory day shall be granted.

(b) If a holiday falls on a Sunday, and is not governed by State law, no compensatory day shall be granted.

(c) If a holiday falls when school is in session (students are in attendance) no compensatory day shall be granted.

(d) If clerical personnel are required to work on Election Day, a compensatory day shall be granted, with the approval of the Administrator.

ARTICLE XIV - PERSONNEL FILES

Section 1. Upon request by the non-teaching employee, said employee shall be permitted to examine his/her official employment and personnel file.

Section 2. The School district shall reproduce for the non-teaching employee upon his/her request any material in the file.

Section 3. There shall be only one non-teaching employee personnel file in which the above type of material is filed.

Section 4. No material derogatory to a non-teaching employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to read the material, and a copy of the material shall be given to the employee. The employee shall acknowledge that the material has been read by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed was read and does not necessarily indicate agreement with its content.

Section 5. The employee shall have the right to answer any material filed and the answer shall be attached to the file copy.

ARTICLE XV - TRANSFERS AND REASSIGNMENTS

Section 1. The Board recognizes that frequent reassignment and/or transfer of non-teaching employees from one school to another is disruptive to the efficiency of the maintenance of the district and interferes with optimum employee performance. Although the association also recognizes that some flexibility in regard to employee transfers must remain with the Administration, a substantial degree of stability must be provided for all employees. Therefore it is agreed as follows:

(a) Lists of non-teaching vacancies and/or new non-teaching positions created in the district shall be made available to all non-teaching employees. In filling such positions, preference shall be given to present employees over newly appointed employees and should be based on length of service and performance in the Bellmore-Merrick Central High School district; those applicants with the greater length of service and satisfactory performance may be given preference.

(b) When transfer or reassignment of employees is necessary, to the extent possible, all volunteers shall first be transferred and/or reassigned. In the absence of volunteers, transfers will be made on the basis of years of service to the District within the title; those lowest in service shall be reassigned first.

(c) On reassignment within a building, volunteers shall be sought. However, the Administrator shall make the final determination as to the placement of clerical personnel in the building.

ARTICLE XVI - ASSOCIATION BUSINESS

Section 1. Permission shall be granted for the use of District facilities for meetings provided space is available and it does not interfere with the work of employees covered by this agreement or with the operation of the school system.

Section 2. At least one bulletin board shall be reserved at an accessible place in each building for the exclusive use of the Association for the purpose of posting material dealing with proper and legitimate Association business, provided that such material is not derogatory of any school personnel or detrimental to the best interests of the District.

Section 3. The Association shall be afforded the use of school mailboxes once a month for the purpose of distributing its material upon permission and approval of the Superintendent.

Section 4. The Association Building Representative may call a meeting of the Association members, which will not interfere with the work schedule. Arrangements will be made for the time and place of the meeting through the Principal's office.

Section 5. The Board of Education reserves the right to see that generally accepted standards of good taste and honesty are maintained wherever the use of District facilities is involved.

Section 6. A total of three working days paid leave per year for the entire unit covered by this agreement will be provided for officials and members of the Association to attend official

Association meetings, seminars, workshops and similar functions. Additional time may be given at the discretion of the Superintendent.

Section 7. When a District Personnel Selection committee is formed to interview for a specific position, members of the Association may be asked to serve. The Superintendent will determine the number of committee members needed, and the members will be appointed by the Unit after discussion with the Superintendent.

ARTICLE XVII - DUES DEDUCTION

Section 1. The Board agrees to deduct from the salaries of its employees dues for the C.S.E.A. as said employees individually and voluntarily authorize the Board to deduct, and to transmit such monies to the C.S.E.A. Employee authorizations shall be in writing.

Every member of the bargaining unit who is not a member of the Association shall, within thirty (30) days after the initial date of employment pay to the Association an agency fee. Such fee shall be equal to 100% of the membership dues of the association. The association shall forward to the fiscal or disbursing officer of the District a list of non-members and the sum of money to be deducted from each member's paycheck for the agency shop fee. Said amount shall be deducted from each member's paycheck in a manner equivalent to the manner in which dues deductions are made for members of the association, insofar as possible. The fiscal or disbursing officer shall forward said total amount of agency shop fee deducted to the Association.

Indemnity: The Association agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys' fees that may accrue as a result of the aforesaid contract by reason of any actions or suits brought against the district by any employee in this unit of representation aggrieved by the implementation of the aforesaid agency shop provision of the aforesaid contract.

Participation in Legal Action: The Association will participate in all legal actions or proceedings brought which relate to the aforesaid agency shop clause to the fullest extent possible. Representation of the Association by attorneys retained by the Civil Service Employees Association and/or direct participation by said Association will be deemed as fulfilling the conditions of this paragraph.

Section 2. Deductions shall be made uniformly and consistently on each payday of the month. Funds thus collected shall be transmitted within one (1) month to the Treasurer of the C.S.E.A. Inc.

Section 3. The Association assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the C.S.E.A. Inc.

Section 4. No later than September 30 of each year, the Board shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for the Association.

ARTICLE XVIII - WORK GUARANTEES

Section 1. Any employee called back to work after completing their regular shift and leaving their work station shall receive a minimum of two hours' work or pay in lieu thereof.

Section 2. An employee assigned to work on any day shall be afforded a minimum of three hours work or pay in lieu thereof.

ARTICLE XIX - WORK STOPPAGE

The Association and its members agree that they will not, under any circumstances, call, instigate or participate in any strike, walkout, mass resignation, slowdown, or any other tactic constituting a complete or partial work stoppage or denial of services. Any employee violating this provision shall be subject to summary dismissal or other disciplinary action without recourse to the grievance procedure established in this agreement.

ARTICLE XX - RIGHT OF BOARD OF EDUCATION

Except as otherwise specifically set forth in this agreement, the Board of Education and its designated supervisory officials shall be solely responsible for the operation and control of the school system and its personnel, including (but not limited to) the right to hire and assign personnel, the establishment of policy, the supervision of personnel and the establishment of budgetary, taxing and other financial policies.

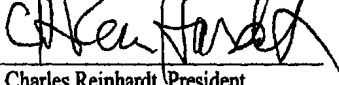
ARTICLE XXI - DURATION OF AGREEMENT

This agreement shall become effective July 1, 2003 and shall be continued in effect until June 30, 2007, without change or modification.

This agreement represents the entire understanding of the parties and there are no promises or representations made or intended other than those set forth herein that can add to, change or modify any provision of this agreement. The parties hereto have had a full and complete opportunity to negotiate and present proposals and counter-proposals. It is, accordingly, agreed that during the term of this agreement, neither party shall be bound to negotiate any addition to, change or modification of this agreement. It is further agreed that in the event any provision of this agreement is declared invalid or if a change in the agreement is required by law, the parties will negotiate the same in good faith and incorporate it into the agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

BELLMORE-MERRICK CENTRAL HIGH SCHOOL DISTRICT

By: 
Charles Reinhardt, President
Board of Education

6/23/04
Date

CIVIL SERVICE EMPLOYEES ASSOCIATION INC.
(Local 1000 AFSCME AFL-CIO)

By: 
Linda DeMott
Unit President

6/16/04
Date

CIVIL SERVICE EMPLOYEES ASSOCIATION INC.
LOCAL 1000

By: 
Stephanie Teff
Civil Service Employees Association

6/17/04
Date

SCHEDULES

Schedule "A"

Salary Schedule July 1, 2003 to June 30, 2004

Schedule "B"

Salary Schedule July 1, 2004 to June 30, 2005

Schedule "C"

Salary Schedule July 1, 2005 to June 30, 2006

Schedule "D"

Salary Schedule July 1, 2006 to June 30, 2007

Schedule "E"

Termination Leave

SALARY SCHEDULE "A"

2003-2004

Effective July 1, 2003

LEVELS

Step	I	II	III	IV	V
1	\$24,391	\$24,898	\$25,906	\$27,467	\$29,427
2	\$25,419	\$25,929	\$26,937	\$28,631	\$29,899
3	\$26,439	\$26,944	\$27,953	\$29,774	\$32,435
4	\$27,468	\$27,981	\$29,078	\$30,935	\$33,929
5	\$28,489	\$29,005	\$30,221	\$32,097	\$35,429
6	\$29,523	\$30,020	\$31,381	\$33,240	\$36,929
7	\$30,541	\$31,044	\$32,529	\$34,402	\$38,426
8	\$31,562	\$32,074	\$33,690	\$35,547	\$39,930
9	\$32,589	\$33,100	\$34,840	\$36,709	\$41,429
10	\$34,278	\$34,807	\$36,766	\$38,662	\$43,884
11	\$35,178	\$35,707	\$37,666	\$39,562	\$44,784
12	\$35,178	\$35,707	\$37,666	\$39,562	\$44,784
13	\$35,178	\$35,707	\$37,666	\$39,562	\$44,784
14	\$35,178	\$35,707	\$37,666	\$39,562	\$44,784
15	\$36,078	\$36,607	\$38,566	\$40,462	\$45,684
16	\$36,078	\$36,607	\$38,566	\$40,462	\$45,684
17	\$36,078	\$36,607	\$38,566	\$40,462	\$45,684
18	\$36,978	\$37,507	\$39,466	\$41,362	\$46,584

Longevity: \$900 after ten years of district service
 \$900 after fourteen years of district service
 \$900 after seventeen years of district service

*Levels: I Typist Clerk, Telephone Clerk
 II Senior Typist-Clerk
 III Stenographer, Senior Library Clerk
 IV Personnel Clerk, Account Clerk, Senior Stenographer
 V Stenographic Secretary, Senior Account Clerk

SALARY SCHEDULE "B"
2004-2005
Effective July 1, 2004

LEVELS

Step	I	II	III	IV	V
1	\$25,172	\$25,695	\$26,735	\$28,346	\$30,369
2	\$26,233	\$26,759	\$27,799	\$29,547	\$30,856
3	\$27,285	\$27,806	\$28,848	\$30,727	\$33,473
4	\$28,347	\$28,876	\$30,008	\$31,925	\$35,015
5	\$29,400	\$29,933	\$31,188	\$33,124	\$36,563
6	\$30,468	\$30,981	\$32,385	\$34,304	\$38,110
7	\$31,518	\$32,038	\$33,570	\$35,503	\$39,656
8	\$32,572	\$33,101	\$34,768	\$36,685	\$41,208
9	\$33,632	\$34,159	\$35,955	\$37,884	\$42,754
10	\$35,375	\$35,921	\$37,942	\$39,899	\$45,288
11	\$36,325	\$36,871	\$38,892	\$40,849	\$46,238
12	\$36,325	\$36,871	\$38,892	\$40,849	\$46,238
13	\$36,325	\$36,871	\$38,892	\$40,849	\$46,238
14	\$36,325	\$36,871	\$38,892	\$40,849	\$46,238
15	\$37,275	\$37,821	\$39,842	\$41,799	\$47,188
16	\$37,275	\$37,821	\$39,842	\$41,799	\$47,188
17	\$37,275	\$37,821	\$39,842	\$41,799	\$47,188
18	\$38,225	\$38,771	\$40,792	\$42,749	\$48,138

Longevity: \$950 after ten years of district service
 \$950 after fourteen years of district service
 \$950 after seventeen years of district service

*Levels: I Typist Clerk, Telephone Clerk
 II Senior Typist-Clerk
 III Stenographer, Senior Library Clerk
 IV Personnel Clerk, Account Clerk, Senior Stenographer
 V Stenographic Secretary, Senior Account Clerk

SALARY SCHEDULE "C"

2005-2006

Effective July 1, 2005

LEVELS

Step	I	II	III	IV	V
1	\$26,003	\$26,543	\$27,617	\$29,281	\$31,371
2	\$27,098	\$27,642	\$28,716	\$30,522	\$31,874
3	\$28,186	\$28,724	\$29,800	\$31,741	\$34,577
4	\$29,282	\$29,829	\$30,999	\$32,978	\$36,170
5	\$30,371	\$30,921	\$32,218	\$34,217	\$37,769
6	\$31,473	\$32,003	\$33,454	\$35,436	\$39,368
7	\$32,558	\$33,095	\$34,678	\$36,674	\$40,964
8	\$33,647	\$34,193	\$35,916	\$37,895	\$42,568
9	\$34,742	\$35,287	\$37,141	\$39,134	\$44,165
10	\$36,543	\$37,106	\$39,194	\$41,216	\$46,783
11	\$37,493	\$38,056	\$40,144	\$42,166	\$47,733
12	\$37,493	\$38,056	\$40,144	\$42,166	\$47,733
13	\$37,493	\$38,056	\$40,144	\$42,166	\$47,733
14	\$37,493	\$38,056	\$40,144	\$42,166	\$47,733
15	\$38,443	\$39,006	\$41,094	\$43,116	\$48,683
16	\$38,443	\$39,006	\$41,094	\$43,116	\$48,683
17	\$38,443	\$39,006	\$41,094	\$43,116	\$48,683
18	\$39,393	\$39,956	\$42,044	\$44,066	\$49,633

Longevity: \$950 after ten years of district service
 \$950 after fourteen years of district service
 \$950 after seventeen years of district service

*Levels: I Typist Clerk, Telephone Clerk
 II Senior Typist-Clerk
 III Stenographer, Senior Library Clerk
 IV Personnel Clerk, Account Clerk, Senior Stenographer
 V Stenographic Secretary, Senior Account Clerk

SALARY SCHEDULE "D"

2006-2007

Effective July 1, 2006

LEVELS

Step	I	II	III	IV	V
1	\$26,861	\$27,419	\$28,528	\$30,248	\$32,406
2	\$27,993	\$28,554	\$29,664	\$31,529	\$32,926
3	\$29,116	\$29,671	\$30,783	\$32,788	\$35,718
4	\$30,249	\$30,814	\$32,022	\$34,067	\$37,364
5	\$31,373	\$31,941	\$33,281	\$35,346	\$39,016
6	\$32,512	\$33,060	\$34,558	\$36,605	\$40,667
7	\$33,632	\$34,187	\$35,823	\$37,885	\$42,316
8	\$34,758	\$35,321	\$37,101	\$39,146	\$43,972
9	\$35,888	\$36,451	\$38,367	\$40,425	\$45,623
10	\$37,749	\$38,330	\$40,488	\$42,576	\$48,327
11	\$38,699	\$39,280	\$41,438	\$43,526	\$49,277
12	\$38,699	\$39,280	\$41,438	\$43,526	\$49,277
13	\$38,699	\$39,280	\$41,438	\$43,526	\$49,277
14	\$38,699	\$39,280	\$41,438	\$43,526	\$49,277
15	\$39,649	\$40,230	\$42,388	\$44,476	\$50,227
16	\$39,649	\$40,230	\$42,388	\$44,476	\$50,227
17	\$39,649	\$40,230	\$42,388	\$44,476	\$50,227
18	\$40,599	\$41,180	\$43,338	\$45,426	\$51,177

Longevity: \$950 after ten years of district service
 \$950 after fourteen years of district service
 \$950 after seventeen years of district service

*Levels: I Typist Clerk, Telephone Clerk
 II Senior Typist-Clerk
 III Stenographer, Senior Library Clerk
 IV Personnel Clerk, Account Clerk, Senior Stenographer
 V Stenographic Secretary, Senior Account Clerk

SCHEDULE "E"

TERMINATION LEAVE

After giving proper notice (sixty days) in writing, to the Board of Education of an employee's intention to retire, and also proper notice, in writing, to the applicable state retirement organization, such an employee shall be granted an increase in current salary equivalent to one day of current pay for each two days of accumulated unused personal sick leave in the District. This 50% sick leave payment shall be paid to those who are eligible for actual retirement in the pension system or are eligible for vesting in the pension system (with less than 20 years of service). For contract purposes "vesting" is defined as ten years of service in the Retirement System.

Termination pay of 70% of accumulated (unused) sick leave shall be paid for bona fide retirement (minimum 55 years of age and minimum of 20 years of service in the district.)

Termination pay of 50% of accumulated (unused) sick leave shall be paid for bona fide retirement (minimum 55 years of age and minimum of 20 years of service in the district) for employees hired on or after July 1, 2004.

If death should occur after the employee has provided proper notice, in writing, to the Board of Education, but before actual retirement, such increase in salary to which the employee would have been entitled to receive will be paid to the employee's beneficiary, if designated, otherwise to the estate of the employee.

After giving proper notice (thirty days) in writing, to the Board of Education of an employee's intention to leave the employ of the District for reasons other than retirement, involuntary separation or request for resignation by the Board of Education, such employee shall be granted an increase in current salary equivalent to current pay for accumulated unused personal sick leave in the district, in accordance with the following schedule:

- (a) Up to and including 15 years of service - 20% of accumulated personal sick leave
- (b) From more than 15 years to and including 20 years of service - 30% of accumulated personal sick leave
- (c) From more than 20 years of service - 50% of accumulated personal sick leave

If death should occur while in the employ of the District, such increase in salary to which the employee would have been entitled to receive shall be paid to the employee's beneficiary, if designated, otherwise to the estate of the employee.