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

**Title: Floral Park-Bellerose Union Free School District and Floral Park-Bellerose Union Free School District Clerical Unit, Civil Service Employees Association, Inc. (CSEA), Local 1000, AFSCME, AFL-CIO, Nassau County Educational Local 865 (1999)**

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

**Union: Floral Park-Bellerose Union Free School District Clerical Unit, Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

**Local: 1000 & Nassau County Educational Local 865**

**Effective Date: 07/01/99**

**Expiration Date: 06/30/02**

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Floral Park-Bellrose Ufsd And Csea  
(Clerical Unit)

Contract

SD / WC

# AGREEMENT

by and between the  
**BOARD OF EDUCATION**  
of the  
**FLORAL PARK-BELLEROSE  
UNION FREE SCHOOL DISTRICT**

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

**RECEIVED**

NOV 05 2002

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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

July 1, 1999 - June 30, 2002



# CSEA FLORAL PARK-BELLEROSE

July 1, 1999 - June 2002

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**BOARD OF EDUCATION**

**FLORAL PARK-BELLEROSE UNION FREE SCHOOL DISTRICT**

**CLERICAL CONTRACT**

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

**WHEREIN:**

It is mutually agreed as follows:

**Article I. RECOGNITION AND NO STRIKE PLEDGE**

A. Recognition: Whereas, satisfactory evidence has been adduced to the BOARD and that the UNION has been authorized by a majority of the clerical personnel to be the negotiating organization for the period of July 1, 1999 to June 30, 2002 and for such period thereafter as permissible by law.

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

**Article II. UNION REPRESENTATIVE COMMITTEE**

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

**Article III. WAGES AND TERM**

The salary of the UNION staff shall be in accordance with annexed SCHEDULE "A", "B", "C". The term of this agreement is for a three (3) year period from July 1, 1999 to June 30, 2002..

**Article IV. HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. Hours: The working day of the clerical personnel shall be in accordance with the annexed Schedule.

B. Sick Leave: The BOARD agrees to existing policies as outlined in the Schedule except that employees who become sick with mumps, measles, chicken pox and German measles contracted from exposure to children in the District shall

be granted sick leave for the duration of their illness without deduction from their sick leave.

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

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

#### Article V. POLICY

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

#### Article VI. MISCELLANEOUS PROVISIONS

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

B. School Calendar: The school calendar for the school year 1999-2000, 2000-01, 2002-02 shall provide for the closing of both schools on the days listed on the calendar approved by the BOARD OF EDUCATION.

C. Distribution of Contract: The BOARD agrees to reproduce sufficient copies of the final consummated agreement to be distributed to all members of the clerical staff.

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

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

F. Wherever reference is made in this contract to "Health Insurance" available to eligible employees - on the basis of the State 100% statewide plan or comparable plan for both individual and family contracts.

G. The District will provide Section 75 Civil Service protection for disciplinary purposes for all Unit members who have been appointed to competitive positions as so

designated by the Nassau County Civil Service Commission to that extent established by law.

### Annual Increments

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

Employees starting subsequent to July 1 will be considered for annual increments under the following schedule: (An annual evaluation of all clerical employees were taken place each year on or before June 30).

### Employment starting between      Portion of Annual Increment

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

### Longevity Stipend

A one term Longevity stipend of \$400 will be granted after 10 years of service. Payment will be made on the anniversary date of the tenth year of service (at the next semi-monthly pay period).

### Promotions

Upon promotion to a higher classification, a member of the clerical staff shall be placed on the same step on the higher schedule, subject to satisfactory Civil Service certification as required. All position openings are to be posted.

### Sick and/or Personal Leave

Each member of the clerical staff will have fourteen (14) days per year for sick and/or personal days. The unused portion of this allocation is accumulated and will be applied to the accumulated sick time. Appointments made subsequent to July 1, shall be credited with a pro rata proportion thereof (1.16) days per month. Payment of accrued sick leave will be made on the basis of four (4) to one (1) days to the named beneficiary of those in employ of District at time of death.

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

## PERSONAL DAYS

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

1. Legal Matters

House closings, income tax hearing, adoption proceedings, and court appearances.

2. Ceremonies

Graduation of staff member, spouse or child from high school or college, day of wedding ceremony, confirmation.

3. Education

Required educational examinations; required visits by parents to colleges.

4. Religious Observances

Religious holiday observances of the staff member's particular faith not provided for in the regular school calendar.

5. Funerals

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

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

The School District will enroll in the program provided for under Section 41(j) of the Retirement and Social Security Law of the State of New York to permit eligible members to have unused sick leave to be applied to retirement income and the provisions of the aforesaid Section shall be fully applicable to said program.

### Vacation

Vacation time with pay is scheduled as follows:

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

All vacation shall be generally taken during the summer when building has been officially closed. Any vacation taken at other than these designated periods shall require the prior approval of the Superintendent of Schools, which approval will be given when administratively possible. The employee shall have Christmas vacation with pay -- five (5) days. Holy Thursday is a holiday with pay, but is to be counted as part of vacation day of twenty-four (24) days.

Inclement Weather

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

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

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

<u>Employment starting between</u>	<u>Vacation time credited</u>
July 1 - December 31	100%
January 1 - March 31	50%
April 1 - June 30	-0-

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

<u>Employment terminating</u>	<u>2 weeks normal vacation</u>	<u>3 weeks normal vacation</u>	<u>4 weeks normal vacation</u>
July 1 - December 31	-0-	-0-	-0-
January 1 - March 31	50%	50%	50%
April 1 - June 30	66-2/3%	66-2/3%	66-2/3%

Hours

Eight hours per day on school days (8:00 a.m. to 4:00 p.m.) including one hour for lunch. At the option of the administration, seven hours per day during the summer and other "non-school" days as identified in the office calendar 9:00 a.m. to 4:00 p.m., including one hour for lunch.

Overtime

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

Annual Salary -- 1820 \* 1.5



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

#### Compassionate Leave

In accordance with the Board of Education policy, five (5) days per year, noncumulative, with pay for each death in the immediate family (i.e., parent, husband, wife, sister, brother, child) and three (3) days per year, noncumulative with pay for each death in the family, such as mother-in-law, father-in-law, grandparents, or any other permanent member of employee's household.

#### Social Security

Available to all eligible employees.

#### Health Insurance

Available to eligible employees -- on the basis of the State plan or comparable plan -- for both individual and family contracts. Members shall contribute \$100 each year toward the cost of the health insurance premiums.

#### Disability Insurance

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

#### Retirement

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

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

#### Health insurance option

Any clerical unit employee who has a spouse who also has a family health insurance plan with any private or public employer may at the employee's option choose to drop coverage under the district plan. If the employee decides to select this option the employee will be permitted to apply 50% of the premium cost to purchase fringe benefits such as dental insurance, disability insurance, additional major medical insurance, life insurance, group legal plan and/or any other fringe benefits mutually agreed equal to but not more than 50% of the premium of the district plan. This option will be exercised on a yearly basis.

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

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

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

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

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

Memorandum of Agreement Between Representatives of the  
Floral Park-Bellerose UFSD and Representatives  
of the Clerical Bargaining Unit

1. Term of Contract: July 1, 1999 - June 30, 2002  
(a three year contract).
2. Salary: Salary increases are to include increment as  
per the attached salary scale.

1999-2000

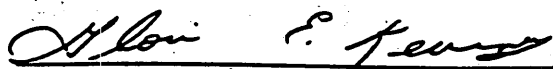
2000-2001

2001-2002

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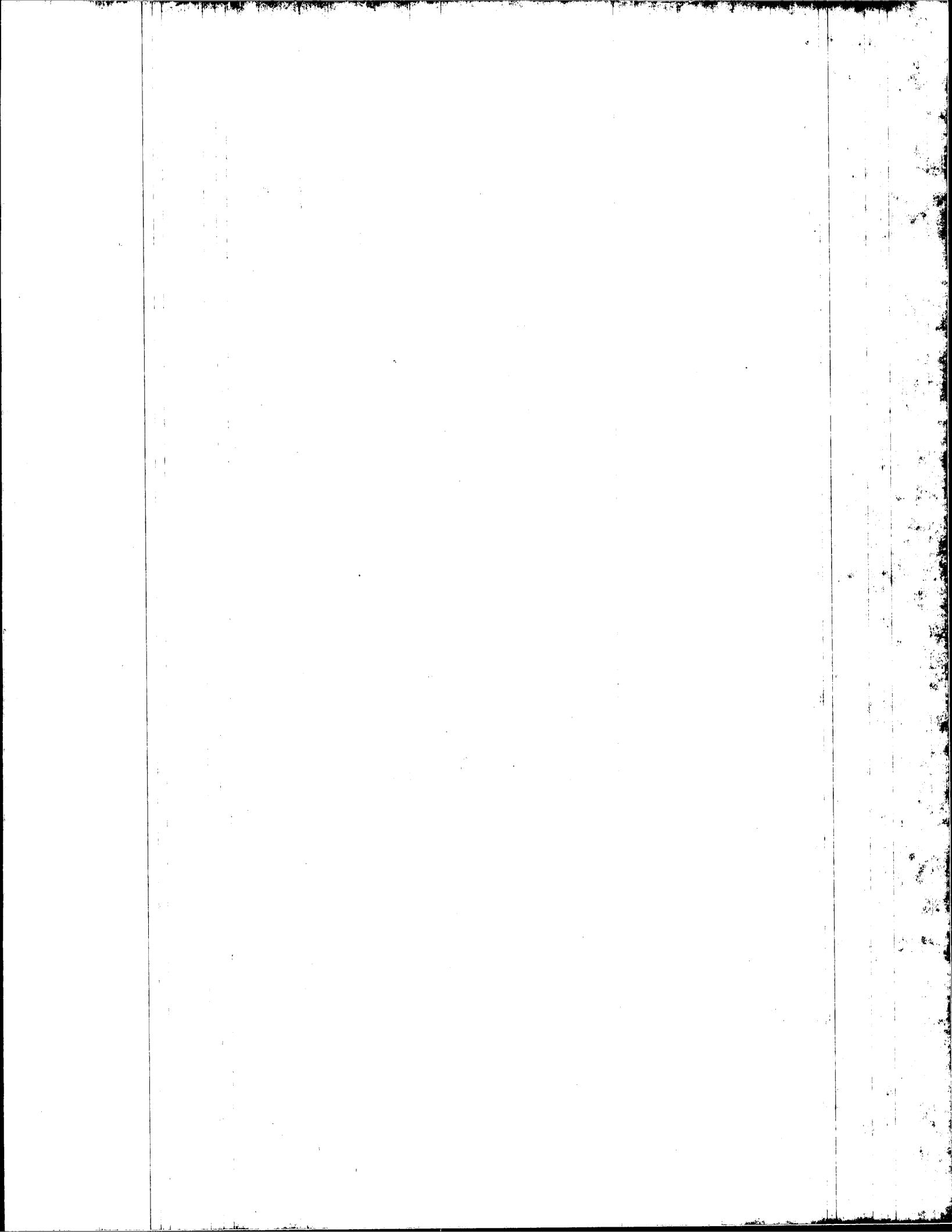
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\_\_\_\_\_  
Representative Clerical Bargaining Unit  
Floral Park-Bellerose UFSD

10/15/99  
Date

  
\_\_\_\_\_  
Representative Board of Education  
Floral Park-Bellerose UFSD

10/15/99  
Date



## APPENDIX A

### GRIEVANCE PROCEDURE

In order to maintain a harmonious and cooperative relationship between the Board and the CSEA, the following procedure shall be utilized by the CSEA for the settlement of certain differences or misunderstandings.

The CSEA may present grievances free from coercion, interference, restraint, discrimination or reprisal.

"Grievance" shall mean any claimed violation of a cited provision of the contract.

"Supervisor" shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over employees.

Every employee shall have the right to present his or her grievance as well as the right to be represented at all stages thereof. It shall be a fundamental responsibility of supervisors at all levels to give prompt consideration to, and to take appropriate action upon, grievances presented to them by employees under their supervision.

The clerical personnel of this District shall form a three (3) member committee to be known as "Clerical Grievance Committee". The method of selection and the term of office shall be at the discretion of the clerical staff. The purpose of this committee is to assist and advise any clerical person who may have a grievance, and to advise the clerical person if the grievance merits further procedures. If a member of this committee has a grievance herself, a replacement, pro tem, would have to be decided upon by the clerical personnel.

The procedural status shall be as follows:

#### First Procedural Stage

The presentation of the grievance of the "Clerical Grievance Committee". If the grievance is not resolved the aggrieved employee and the grievance committee will present the grievance problem to the immediate supervisor; i.e., building principal.

### Second Procedure

If the grievance is not resolved at the first stage, the aggrieved employee and the immediate supervisor shall each submit to the Superintendent of Schools a written statement setting forth the specific nature of the grievance and the facts relating thereto. The Superintendent of Schools shall hold an informal hearing at which the employee or the employees grievance committee, or both, may appear and present the oral and written statements. The determination of the second stage of such grievance proceedings shall be made by the Superintendent of Schools. If such grievance is not satisfactorily resolved at the second stage, the grievance may proceed to the third stage.

### Third Procedural Stage

The third procedural stage shall be an appeal to a "Public Employee Grievance Committee" consisting of three (3) impartial citizens of the District appointed by the President of the Board to serve as a committee at his pleasure. Hearings shall be conducted by a member of the Board appointed by the President of the Board. The appeal to the "Public Employee Grievance Committee" shall be a written request by the aggrieved employee, or representatives for a hearing at which time the Superintendent of Schools, Building Principal and/or the immediate supervisor shall also be present. The "Public Employee Grievance Committee" shall render a report of its findings and recommendations thereon to the Board and the Board shall thereupon make the final decision and make its report. The report of the Board shall contain a statement of the Board's findings of fact, conclusions and advisory recommendations. The Board shall send a copy of its report to each employee involved, to his representative, if any, to the Superintendent of Schools, to the Building Principal and to the "Public Employee Grievance Committee".

Supervisory personnel are to have full authority and responsibility to settle grievances or misunderstandings which exist that are inconsistent with policies and regulations of the Board now in full force and effect.

In order to insure prompt consideration and determination of employee grievances, on (1) week (seven (7) days) shall be the maximum time allowable for each procedural stage established in this resolution.

Safety - The District agrees to install a panic button in any school building in which individual staff members may work alone. No contract language necessary.

Salary Schedules- The District agrees to print a 10 month employee salary schedule as well as a 12 month employee salary schedule.

Membership - The District agrees to continue providing the unit with a list of current clerical staff members upon request of the unit.

Committee Membership - The District agrees to allow the unit to invite guests to labor relations committee meetings, but does not agree to making the labor relations specialist a member of the committee.

Retirement- The expired retirement incentive language will be deleted from the contract. The Board agrees to review any cost-saving retirement proposals outside of the contract for purposes of their consideration.


**Clerical Salary Schedule**

	Group II	Group III	Group IV	Group II	Group III	Group IV	Group II	Group III	Group IV
	1999-2000	1999-2000	1999-2000	2000-2001	2000-2001	2000-2001	2001-2002	2001-2002	2001-2002
1	\$23,623	\$25,687	\$27,916	\$24,261	\$26,381	\$28,670	\$24,916	\$27,093	\$29,444
2	\$24,152	\$26,263	\$28,541	\$24,804	\$26,972	\$29,312	\$25,474	\$27,700	\$30,103
3	\$24,815	\$26,902	\$29,203	\$25,360	\$27,576	\$29,968	\$26,044	\$28,320	\$30,777
4	\$25,519	\$27,581	\$29,905	\$26,055	\$28,247	\$30,663	\$26,628	\$28,955	\$31,467
5	\$26,268	\$28,307	\$30,653	\$26,795	\$28,960	\$31,400	\$27,358	\$29,660	\$32,196
6	\$27,020	\$29,030	\$31,401	\$27,581	\$29,722	\$32,185	\$28,135	\$30,408	\$32,970
7	\$27,770	\$29,756	\$32,147	\$28,371	\$30,482	\$32,971	\$28,960	\$31,208	\$33,795
8	\$28,519	\$30,478	\$32,898	\$29,159	\$31,244	\$33,754	\$29,789	\$32,006	\$34,620
9	\$29,348	\$31,304	\$33,724	\$29,945	\$32,002	\$34,542	\$30,617	\$32,806	\$35,442
10	\$30,164	\$32,126	\$34,545	\$30,815	\$32,869	\$35,410	\$31,442	\$33,602	\$36,270
11	\$30,480	\$32,934	\$35,367	\$31,673	\$33,732	\$36,272	\$32,356	\$34,512	\$37,181
12	\$31,353	\$33,775	\$36,191	\$32,004	\$34,581	\$37,136	\$33,256	\$35,419	\$38,086
13	\$32,410	\$34,602	\$37,018	\$32,921	\$35,464	\$38,001	\$33,605	\$36,310	\$38,992
14	\$33,215	\$35,258	\$37,665	\$34,031	\$36,332	\$38,869	\$34,567	\$37,237	\$39,901
15	\$33,966	\$35,913	\$38,307	\$34,875	\$37,021	\$39,548	\$35,732	\$38,148	\$40,812
16	\$34,623	\$36,560	\$38,943	\$35,665	\$37,709	\$40,223	\$36,619	\$38,872	\$41,525
17	\$35,434	\$37,370	\$39,753	\$36,354	\$38,388	\$40,891	\$37,448	\$39,594	\$42,234
18	\$36,081	\$38,003	\$40,378	\$37,206	\$39,238	\$41,741	\$38,172	\$40,307	\$42,935
19	\$38,895	\$39,436							
20				\$40,840	\$41,408		\$42,882	\$43,478	



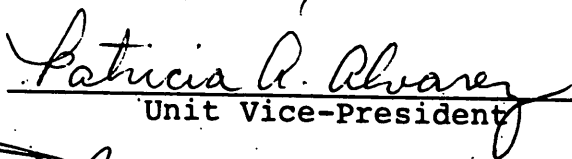
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

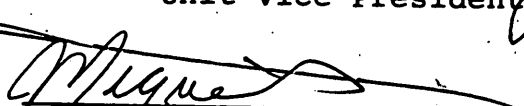
BOARD OF EDUCATION OF THE FLORAL  
PARK-BELLEROSE UNION FREE SCHOOL  
DISTRICT

  
\_\_\_\_\_  
Superintendent

FLORAL PARK-BELLEROSE EDUCATIONAL  
SECRETARIES ASSOCIATION

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

By   
\_\_\_\_\_  
Unit Vice-President

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