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Contract Database Metadata Elements

Title: Babylon Union Free School District and Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO, Local 1000 (Clerical/Nursing Association) (2001)

Employer Name: Babylon Union Free School District

Union: Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO

Local: 1000 (Clerical/Nursing Association)

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Babylon Union Free School District
And Csea (Clerical/Nursing Unit)

NEGOTIATIONS AGREEMENT

BETWEEN

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO
(Clerical/Nursing Association)**

AND

THE BOARD OF EDUCATION

OF

BABYLON UNION FREE SCHOOL DISTRICT

July 1, 2001 – June 30, 2005

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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WHEREAS, the efficient administration of the school system and the well being of its employees require that orderly and constructive relationships be maintained between employee organizations and the School Board, and

WHEREAS, the signatories hereto desire to encourage a harmonious and cooperative relationship between the School Board and its clerical and nursing employees, and

WHEREAS, it is the purpose of the signatories to this agreement to maintain and improve the present high standards of service to the people of the school district and to improve morale and personnel relations through a stabilized relationship between the school district and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter referred to as Association) as the representative of the clerical and nursing employees of the school district,

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The Board of Education (hereinafter referred to as Board) hereby recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter referred to as Association) as the exclusive representative and sole bargaining agent for the employees covered by this Contract for a period of time as such recognition shall remain in effect until the first budget submission date until 120 days prior to the end of the fiscal year, June 30, 2005.

Members of the Bargaining unit are covered under the Due Process provisions of Section 75 of Civil Service Law.

2. The employees covered by this agreement and those to whom its services shall be applicable are Secretaries, Clerks, School Nurses and Office Workers of Babylon Union Free School District.

3. This agreement shall be binding upon the parties hereto and in full force and effect from July 1, 2001 to June 30, 2005.

4. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

5. This agreement embodies the full and complete understanding of the parties hereto arrived at after full negotiation and discussion of the areas referred to herein. The Employer and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed the agreement.

6. Those powers, responsibilities, duties and that authority which the Board has not expressly abridged, delegated or modified by this agreement are retained by the Board.

7. It is agreed that it is not the intention of the parties hereto to create precedents which, in future negotiations, at the expiration of this agreement shall bar either party from reevaluating any of the matters contained herein on the basis of experience factors.

8. The District shall deduct regular membership dues from the wages of those employees who submit duly executed authorization permitting such payroll deductions.

9. New Positions - A notice will be posted regarding new positions or vacancies for a reasonable length of time and applications from present staff members will be accepted in the Business Office.

10. Grievance Procedure:

Preamble

1. The purpose of grievance procedures is to resolve differences at the lowest administrative level.
2. Grievance procedures may be initiated in any area not covered by law.
3. The aggrieved may be an individual or group of individuals.
4. It is always recommended that the first state of procedure be on a one-to-one basis.
5. The final resolution of a grievance on a local level rests with the local Board of Education.

Definition of Terms

1. Grievance

Any alleged violation, misinterpretation, failure, or omission to carry out, or unfair application of law, administrative decisions or school district policy.

A grievance may concern any working condition tending to endanger or handicap an employee in the proper discharge of his duties.

Among those matters eligible for consideration, but not limited by the grievance processes, shall be assignment, work load, working hours, salary classification, extra pay, professional evaluation, employee records, promotion, and leave (and any other areas referred to in paragraph 4, section 602 of Article 16, Chapter 555 of General Laws).

2. Aggrieved Party

Any employee of the school district who is required by the Board of Education to hold certification by the State Department of Education or any other salaried employee of this school district.

3. Representative

Any one person selected by the aggrieved party.

4. Day

School day.

5. Advisory Board

The Advisory Board for non-teaching personnel shall consist of the following:

One member of the Board of Education, the School Business Administrator, the Superintendent of Buildings and Grounds, and two (2) non-teaching personnel employed by this school district and designated by mutual agreement between the aggrieved and the School Business Administrator.

General Principles

These Grievance Procedures are established with the understanding that all eligible employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal.

Procedural Stages

1. First Procedural Stage

- a. The aggrieved party may introduce a grievance to the immediate supervisor or Superintendent of Buildings and Grounds.
- b. The grievance must be presented in writing and dated accordingly.
- c. After five (5) days following the presentation of the grievance, a decision must be rendered to the School Business Administrator in writing by the immediate supervisor or Superintendent of Buildings and Grounds with a copy to the aggrieved party.
- d. The aggrieved party must accept or reject the decision in writing within five (5) days.

- e. If rejected, a written request for a review may be made by the aggrieved party to the School Business Administrator. The request for review must be submitted within two (2) days after the aggrieved party has notified his immediate supervisor or Superintendent of Buildings and Grounds of his rejection as provided.

2. Second Procedural Stage

- a. A hearing shall be held by the School Business Administrator within five (5) days of the receipt of the aggrieved party's request by the School Business Administrator, at which the following may be present: the aggrieved party, the aggrieved party's representative, and a representative designated by the association in which the aggrieved is a member.
- b. A written decision shall be submitted by the School Business Administrator within five (5) days following the conclusion of the hearing. Such decision shall be sent to the immediate supervisor or the Superintendent of Buildings and Grounds, the aggrieved party, and the President of the Association in which the aggrieved is a member.
- c. The aggrieved party must accept or reject the decision in writing within two (2) days of its receipt.
- d. If rejected, a written request for review may be made to the Advisory Board and delivered to the School Business Administrator within two (2) days with copies to the Association President which the aggrieved is a member.

3. Third Procedural Stage

- a. The Advisory Board must hold a hearing within twelve (12) days of receipt of the request for review which shall be convened by the School Business Administrator, who shall supply file copies of the case to all members of the Advisory Board within five (5) days.
- b. The Advisory Board recommendation(s) shall be submitted to the Board of Education President within ten (10) days of the beginning of the first hearing.
- c. Copies of the Advisory Board's recommendation(s) are to be submitted to the aggrieved party, School Business Administrator, immediate supervisor, and the Association President in which the aggrieved is a member. Such distribution to be processed by the office of the School Business Administrator.

4. Fourth Procedural Stage

- a. The Board of Education, and the Superintendent of Schools shall hold a special meeting of the Board in Executive Session within five (5) days after receipt of the Advisory Board's recommendation(s). The aggrieved party, his representative, immediate supervisor, or Superintendent of Buildings and Grounds, and any member of the Advisory Board may attend.
- b. The School Board must render a final decision within ten (10) days after the closing of the hearing(s), with copies to the aggrieved party, Association President in which the aggrieved is a member, and the School Business Administrator.

AMENDMENT PROCEDURE

1. Amendments to Grievance Procedures may be proposed by the School Business Administrator, any member of the Board of Education, or the appropriate committee of the non-teaching personnel association.
 2. Any amendments to be submitted by non-teaching personnel shall be submitted as above to be considered on the first Tuesday of October of each year. The committee to hear amendments, as proposed by non-teaching personnel, shall consist of one member of the Board of Education, the School Business Administrator, the Superintendent of Buildings and Grounds, one member of the Custodial force selected by same, one member of the Secretarial force selected by same, and one member of the Cafeteria force selected by same.
 3. Recommendations of this special committee shall be presented to the Board of Education which will take appropriate action.
-
11. The Civil Service Employees representative will be permitted to meet with the unit representatives on District premises after approval from the Superintendent.
 12. Salary schedule for 12/10 month Secretaries, Clerks and School Nurses (see Attachments - #I & II).
 - a. Salary for School Nurse shall be for a 10 month year, 9/1 to the end of the school year. Nurses will be available, on an "on call" basis, to be paid at the contractual rate, if required to come in through June 30.
 - b. School Nurse will receive an annual uniform allowance of \$100.
 - c. Ten month clerical employees shall receive 10/12 of all fringe benefits.

13. HOLIDAYS: Sixteen (16) paid holidays as per schedule, except for School Nurses who shall follow the same calendar for holidays as the Teaching staff. The same holiday schedule as for twelve month employees shall be followed by ten month clerical employees during the September 1 through June 30 period.

14. VACATIONS: Vacations will be taken during the summer months unless permission has been granted by the Superintendent. Vacation requests other than summer vacations must be submitted in writing to the Superintendent no later than 30 days prior to beginning date of requested vacation. Vacations will be calculated based on date of hire.

a. Anyone with 6 months consecutive service shall be entitled to 2 weeks vacation which would not be available until July 1.

b. Three weeks vacation after six years of service.

c. Four weeks vacation after ten years of service.

d. The above does not apply to the position of school nurse.

15. PERSONAL DAYS: Three personal days for all employees provided employee submits reason to immediate supervisor indicating need for such personal day.

16. DEATH IN THE IMMEDIATE FAMILY: Five (5) days for any death in the immediate family. Any days used beyond the first five would be deducted from accumulated sick leave. The immediate family will usually include grandparents, brother, sister, spouse, child, father, mother, or any person legally or reasonably bearing a similar relationship to the employee. Immediate family will also include the following in-laws: mother, father, sister, and brother.

17. LUNCH PERIOD: Forty-five minutes per day during the normal school year will be provided. Thirty minutes whenever the staff is on summer hours.

a. Summer Hours: Workday will be six (6) hours with 30 minutes for lunch, with hours spread over 7:30 to 3:30 time frame. Volunteers will be solicited for coverage. If no volunteers are obtained, the supervisor assignment will be by seniority, wherever applicable. Summer hours will also be in effect during the Christmas, Winter and Spring vacations, and when school is not in session. Clerical employees shall work full time hours from the last day of school through June 30th. This provision is not applicable to the school nurses.

18. WORK DAY: Members of this unit will work a 7-hour 45-minute day which includes 45 minutes for lunch and two 10-minute coffee breaks; one to be taken during the first 4 hours, and the second to be taken during the latter. This will apply during the year with the exception of periods when on summer hours.

Nurses: The parties agree to adjust the length of the workday of the nurses to seven hours.

19. OVERTIME: Anyone working beyond the normal work week will receive time and one-half pay or compensatory time at the equivalent rate of time and one-half. All overtime must have prior approval by immediate supervisor and an accurate record must be maintained and signed by the same, and then submitted to the Business Office for final approval. Overtime or compensatory time must be satisfied in the fiscal year same occurred.

For School Nurses additional days worked, payment to be calculated at 1/200th of annual salary, or a fraction thereof if less than a full day.

20. INSURANCE:

a. Health Insurance: All employees shall contribute toward their applicable health insurance coverage, as follows:

Individual Contribution	\$140.00
Family Contribution	\$280.00

b. Withdrawal Bonus:

Members of the unit who withdraw from the district's health insurance plan during the life of this agreement shall receive \$2,500 if they are covered by the family plan, and \$1,500 if they were receiving the individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve (12) month period. Nothing contained herein shall preclude a member from reentering the plan within the twelve (12) month period, provided, however, that in the case of a member who reenters within the twelve (12) month period, no payment shall be made. A member of the unit who elects this option shall submit proof of insurance coverage to the District and the Association, as a condition of the granting of this election.

Members who have withdrawn from the health insurance plan and receive the bonus may apply for reentry after 30 days.

c. Dental Insurance: The District will pay 100% of the Dental Insurance Program. Program to be selected by the Board of Education. Where another dental insurance plan exists in the family, this district will not be called upon to provide dental insurance. The option will be left with the employee.

d. Life Insurance: The District will pay the premium on a \$20,000.00 term life insurance policy for each member of this unit. The District shall continue to pay the life insurance benefit into retirement until age 70.

e. Long Term Disability Insurance: The District will pay 100% of the premium for a plan which will provide 60% of salary to a maximum of \$2,000 monthly, 180 day waiting period, no exclusion of prior medical conditions, payment to age 65. The plan will be chosen by the Board of Education.

21. SICK LEAVE: Any staff member with less than 5 years continuous service in the District is entitled to 12 days sick leave per year with a maximum cumulative of 150 days. Any employee with 5 years or more of continuous service is entitled to 15 days cumulative to a maximum of 150. Any employee absent for a period of three consecutive working days due to illness may be required to file a doctor's certificate to justify his/her absence.

22. SENIORITY CLAUSE: Vacation schedules will be established on a seniority basis in each office. Seniority will be determined by total service in the District. Final approval will be granted by the Business Office. This section does not apply to School Nurses.

23. JOB TITLES: The salary for any new titles created in the Educational Secretaries Unit will be negotiated by both parties.

24. LONGEVITY: \$850.00 increase after 10, 20 and 25 years' service in the District.

25. RETIREMENT INCENTIVE: Beginning July 1, 1989, upon the notice of retirement of any full-time secretarial or school nurse employee hired prior to July 1, 1989, who shall have completed a minimum of five years of full-time service in the Babylon Union Free School District, and who has tendered her letter of resignation, such employee shall receive reimbursement at the rate of the following rate per day for all accumulated unused sick days:

2001-02	\$46.35
2002-03	\$47.74
2003-04	\$49.17
2004-05	\$50.65

For this section only, accumulation of sick days will be unlimited, at a rate of 12 per year for all years of service. The District records are the official records to be used in calculating this sick leave conversion payout. It will be necessary for the District to make adjustments during the last month of employment.

Any full-time secretarial or school nurse employee hired on or after July 1, 1989, shall complete a minimum of ten years of service in the Babylon Union Free School District to be eligible for the retirement incentive.

26. RETIREMENT: The following options shall be provided by the Board of Education in accordance with the New York State Employees' Retirement System:

- a. 75I Retirement Plan
- b. 60B - \$20,000 Death Benefit

27. JURY DUTY PAY BACK: Secretaries and School Nurses shall be entitled to full pay while serving as jurors and shall reimburse the District the Jury Duty per diem fee, exclusive of travel expenses, within thirty days of receipt of such reimbursement.

28. EVALUATION: All employees covered under this contract will be evaluated annually on as per the Performance Evaluation form (Attachment #III).

29. DEATH BENEFIT: For employees who die while in service, their accumulated benefits shall be paid to their estate.

In witness whereof, the parties have caused their hands and seals to be affixed this _____ day of November, 2001.

BOARD OF EDUCATION
BABYLON UNION FREE
SCHOOL DISTRICT

By: William P. Bernhard
William P. Bernhard
Superintendent of Schools

CIVIL SERVICE EMPLOYEES
ASSOCIATION, LOCAL 1000,
AFSCME, AFL-CIO (Clerical/Nurses)

By: Robert Brooks
Robert Brooks, CSEA
Labor Relations Specialist

By: Cheryl Ward
Cheryl Ward, Co-President
Babylon Clerical/Nurse Association

By: Saundra Marino
Saundra Marino, Co-President
Babylon Clerical/Nurse Association

CLERICAL SALARY SCHEDULE - 2001 - 2002

	INCREASE 4%		\$1,000 STEP INCREASE AFTER 10 YEARS							
	SENIOR						10 MONTH		12 MONTH	10 MONTH
	ACCOUNT	ACCOUNT	SENIOR	STENO	CLERK	SCHOOL	CLERK	10 MONTH	SR. CLERK	SR. CLERK
	CLERK	CLERK	STENO	STENO	TYPIST	NURSE	TYPIST	STENO	TYPIST	TYPIST
	B	C	D	E	F	G	H	J	K	L
1	29322	28885	25653	24773	23804	28392	19837	20645	25153	20961
2	30720	30245	27037	25880	24724	29724	20603	21566	26537	22114
3	32558	32120	28400	27267	26129	31539	21774	22722	27900	23250
4	34397	33963	29803	28643	27488	33336	22907	23869	29303	24419
5	36276	35798	31199	30042	28885	35134	24071	25035	30699	25582
6	38484	38001	32558	31405	30245	37280	25205	26171	32058	26715
7	38484	38001	33963	33196	32430	37280	27025	27663	33463	27886
8	38484	38001	36143	33196	32430	37280	27025	27663	35643	29703
9	38484	38001	36143	33196	32430	37280	27025	27663	35643	29703
10	38484	38001	36143	33196	32430	37280	27025	27663	35643	29703
11	39484	39001	37143	34196	33430	38280	28025	28663	36643	30703

CLERICAL SALARY SCHEDULE - 2002 - 2003

	INCREASE 4%		\$1,000 STEP INCREASE AFTER 10 YEARS							
	SENIOR						10 MONTH		12 MONTH	10 MONTH
	ACCOUNT	ACCOUNT	SENIOR	STENO	CLERK	SCHOOL	CLERK	10 MONTH	SR. CLERK	SR. CLERK
	CLERK	CLERK	STENO	STENO	TYPIST	NURSE	TYPIST	STENO	TYPIST	TYPIST
	B	C	D	E	F	G	H	J	K	L
1	30495	30040	26679	25764	24756	29528	20630	21471	26179	21816
2	31948	31455	28118	26916	25713	30913	21428	22429	27618	23015
3	33861	33405	29536	28357	27174	32801	22645	23631	29036	24197
4	35773	35322	30995	29788	28588	34670	23823	24824	30495	25413
5	37727	37230	32447	31244	30040	36540	25034	26036	31947	26622
6	40024	39521	33861	32661	31455	38771	26214	27217	33361	27800
7	40024	39521	35322	34524	33728	38771	28106	28769	34822	29018
8	40024	39521	37589	34524	33728	38771	28106	28769	37089	30907
9	40024	39521	37589	34524	33728	38771	28106	28769	37089	30907
10	40024	39521	37589	34524	33728	38771	28106	28769	37089	30907
11	41024	40521	38589	35524	34728	39771	29106	29769	38089	31907

CLERICAL SALARY SCHEDULE - 2003 -2004

	INCREASE 3.5%		\$1,000 STEP INCREASE AFTER 10 YEARS							
	SENIOR ACCOUNT CLERK B	ACCOUNT CLERK C	SENIOR STENO D	STENO E	CLERK TYPIST F	SCHOOL NURSE G	10 MONTH CLERK TYPIST H	10 MONTH STENO J	12 MONTH SR. CLERK TYPIST K	10 MONTH SR. CLERK TYPIST L
1	31562	31092	27613	26665	25622	30561	21353	22222	27113	22594
2	33066	32556	29102	27858	26613	31995	22178	23214	28602	23835
3	35046	34574	30570	29350	28125	33949	23438	24458	30070	25058
4	37025	36558	32080	30831	29588	35883	24657	25693	31580	26317
5	39048	38533	33583	32338	31092	37819	25910	26948	33083	27569
6	41424	40904	35046	33804	32556	40128	27131	28170	34546	28788
7	41424	40904	36558	35732	34908	40128	29090	29776	36058	30048
8	41424	40904	38904	35732	34908	40128	29090	29776	38404	32004
9	41424	40904	38904	35732	34908	40128	29090	29776	38404	32004
10	41424	40904	38904	35732	34908	40128	29090	29776	38404	32004
11	42424	41904	39904	36732	35908	41128	30090	30776	39404	33004

CLERICAL SALARY SCHEDULE - 2004 - 2005

	INCREASE 3.5%		\$1,000 STEP INCREASE AFTER 10 YEARS							
	SENIOR ACCOUNT CLERK B	ACCOUNT CLERK C	SENIOR STENO D	STENO E	CLERK TYPIST F	SCHOOL NURSE G	10 MONTH CLERK TYPIST H	10 MONTH STENO J	12 MONTH SR. CLERK TYPIST K	10 MONTH SR. CLERK TYPIST L
1	32667	32180	28579	27599	26519	31631	22100	23000	28079	23399
2	34224	33695	30121	28833	27544	33115	22954	24027	29621	24684
3	36272	35785	31640	30377	29110	35137	24258	25314	31140	25950
4	38321	37838	33203	31910	30624	37139	25520	26592	32703	27253
5	40414	39881	34758	33470	32180	39142	26817	27891	34258	28548
6	42874	42335	36272	34987	33695	41533	28081	29156	35772	29810
7	42874	42335	37838	36983	36130	41533	30108	30819	37338	31115
8	42874	42335	40266	36983	36130	41533	30108	30819	39766	33138
9	42874	42335	40266	36983	36130	41533	30108	30819	39766	33138
10	42874	42335	40266	36983	36130	41533	30108	30819	39766	33138
11	43874	43335	41266	37983	37130	42533	31108	31819	40766	34138

EMPLOYEE _____

ATTACHMENT III

<p>5. ATTENDANCE</p> <p>The pattern of attendance during the rating period, reflecting both punctuality and absenteeism.</p>	<p>Little Lost Time</p>	<p>Occasional Lost Time</p>	<p>Requires Improvement</p>	<p>Excessive Lost Time</p>	
<p>6. CONDUCT & SAFETY</p> <p>The manner in which district rules and policies are followed including wise use of time and respecting co-workers' time. The degree of precaution and safety applied for student, staff, personal, and district concerns.</p>	<p>Very Conscientious</p>	<p>Normal</p>	<p>Requires Improvement</p>	<p>Poor</p>	
<p>7. SUPERVISORY ABILITY (where applicable)</p> <p>The skill in organizing, managing, and leading the resources for the task.</p>	<p>Above Average</p>	<p>Satisfactory</p>	<p>Requires Improvement</p>	<p>Unsatisfactory</p>	
<p>8. OVERALL RATING</p> <p>The composite sum of the ratings detailed above.</p>	<p>Exceeds Standards</p>	<p>Satisfactory</p>	<p>Requires Improvement</p>	<p>Unsatisfactory</p>	

13

SUPERVISOR'S SIGNATURE

DATE

EMPLOYEE REVIEW OF THE EVALUATION

I have read this evaluation and have discussed the contents with my supervisor. My signature means that I have been advised of my performance and does not necessarily imply that I agree or disagree with this evaluation or the contents.

Employee's Comments: _____

EMPLOYEE'S SIGNATURE

DATE

AFTER SIGNATURES BY BOTH PARTIES, SEND WHITE COPY TO BUS. OFFICE; YELLOW COPY TO SUPERVISOR; PINK COPY TO EMPLOYEE
LSL 02/94