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EAST MEADOW UNION FREE SCHOOL DISTRICT

CLERICAL PERSONNEL AGREEMENT

AGREEMENT effective as of July 1, 2006, by and between the Board of Education, EAST MEADOW UNION FREE SCHOOL DISTRICT, East Meadow, Town of Hempstead, County of Nassau, State of New York, hereinafter referred to as the "Board", and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, East Meadow Unit, Clerical Section, hereinafter referred to as the "Association".

1.0 Recognition

1.1 The Board hereby acknowledges that the Association represents a majority of the Clerical Personnel employed by the Board. Accordingly, and in compliance with Article 14 of the Civil Service Law, the Board hereby recognizes the Association as the exclusive representative and negotiating agent for all clerical personnel with respect to wages, hours, and other terms and conditions of employment, and for the administration of grievances arising out of the terms and conditions of such employment during the period of this Agreement, ending June 30, 2011. The positions of Principal Account Clerk in the Budgetary Accounting Office and Principal Account Clerk in the Payroll Department are excluded from the CSEA East Meadow Clerical Unit. It is agreed that the title of Clerical Administrative Assistant shall be included in the unit and that districtwide, only one such position shall be established and exist in the office of Assistant Superintendent of Finance and Administration. It is agreed that the Benefits Specialist position shall be removed from the unit effective July 1, 2006.

2.0 Procedures

2.1a The parties shall furnish each other with such information as may be necessary to fulfill their respective obligations under the law.

2.1b Any negotiations conducted during school hours shall not result in lost wages to participating personnel.

2.1c The Agreement as approved by the Board and the Association, shall be reduced to writing, signed by the authorized representatives of the respective parties, and reproduced in sufficient numbers for distribution to the Clerical Personnel and such members of the supervisory staff as the Board may desire. The parties shall exchange signed copies of the Agreement.

2.2 No Strike

2.2a The Association shall not engage in a strike or cause, nor instigate or encourage a strike.

2.2b The Association shall exert its best efforts to prevent or terminate such strike.

2.2c Nothing contained in the Agreement shall be construed to limit the rights, remedies or duties of the Board or the rights, remedies, or duties of the Association employees under State Law.

3.0 Definitions

3.1 "Employer" shall mean Board of Education, East Meadow Union Free School District, East Meadow, Town of Hempstead, County of Nassau, State of New York.

3.2 "Chief School Administrator" shall mean the Superintendent of Schools, who is the executive officer of the Board of Education.

3.3 "Employee" shall mean full-time and part-time Clerical Personnel of East Meadow Union Free School District, who are employed under Civil Service Regulations. Part-time clerical employees are those employees who are not full-time employees and who work not more than twenty (20) hours per week for the full school year.

3.4 "Supervisor" shall mean any person who is assigned to exercise any level of supervisory responsibility over Clerical Personnel.

3.5 "Grievance" shall mean any violations or misinterpretation of the existing rules which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees; provided, however, that such terms shall not include any matter involving an employee's rate of compensation, retirement benefits or disciplinary proceedings.

#### 4.0 Working Conditions

4.1a Full-time ten (10) and twelve (12) Month Clerical Personnel shall work a thirty-five and one-half (35 ½) hour workweek between September 1st and June 30th, except that for the three (3) work days during Easter Recess, said personnel shall work six (6) hours each day. Full time ten (10) and twelve (12) Month Clerical personnel will not be required to report for work during the mid-winter (February) recess and shall not have any time deducted from their vacation accruals.

4.1b Clerical Personnel shall work a six (6) hour day, five (5) days per week, during the months of July and August.

The daily working period shall continue to be determined by administrative policy.

At the elementary school level, ten-month employees may work, subject to the approval of the building principal, additional days during the months of July and August. The maximum number of total clerical days of work per building during these months is 11. The building principal and the clerical staff, through mutual agreement, shall determine if these workdays are needed and, if so, how the workdays are to be divided among the clerical staff.

4.1c Employees who are required to work overtime will be compensated by straight compensatory time off for the first hour of overtime work or any part thereof if one (1) hour or less of overtime is worked in the day. If more than one (1) hour of overtime is worked, all overtime, retroactive to the first hour, shall be compensated by a time and one-half (1 ½) hourly rate of pay using 1/240 of the annual salary as the basis of the daily rate for 12 month employees and 1/200 for ten month employees.

4.1d A fifteen (15) minute coffee break will be provided for each employee. The time of such break shall be determined by the immediate supervisor.

#### 5.0 Promotions of Clerical Employees

5.1 All openings for promotional positions and for positions paying higher salary differentials shall be adequately noticed and shall be filled in accordance with applicable Civil Service Laws.

5.2 When an opening exists in a higher classification, the District shall first hire from an existing promotion exam list. If no such list exists, the District shall go to the open competitive list provided Civil Service Regulations are followed.

#### 6.0 Protection of Clerical Employees

6.1 All employees who are appointed from a Civil Service List will be afforded the protection of applicable Civil Service Law, including, but not limited to, areas involving advancement, discipline, lay-offs and legal representation.

#### 7.0 Personal Injury

7.1 Employees injured on the job shall be required to apply for Workers' Compensation benefits. Employees required to be absent because of an injury shall receive full salary during such absence, up to a maximum of one hundred twenty (120) calendar days. Such

absence shall not be charged against the employee's sick leave. Only the weekly cash benefits paid by Workers' Compensation shall be turned over to the Board during the period when the employee is receiving full salary. For any intermittent absence over an extended period of time related to the same on-the-job injury, the maximum number of sick days to be returned to an individual's bank, shall be eighty (80) work days. To qualify for sick leave reimbursement, a doctor's note is required for each intermittent absence.

7.2 Limitation At no time may an employee receive a combination of salary, Workers' Compensation, School District disability insurance or Social Security benefits which total in the aggregate more than 100% of his/her regular salary.

#### 8.0 Health Insurance

8.1 It is agreed that effective February 1, 1992, the Board will pay eighty-five (85%) percent of the total cost of medical insurance premium for all full-time employees. In addition, the Board will pay eighty-five (85%) percent of the total cost of medical insurance premium for all twenty (20) hour employees hired prior to July 1, 1988. It is agreed that the Board will pay sixty-five (65%) percent of the total cost of the medical insurance premium for twenty (20) hour employees hired on or after July 1, 1988. Employees hired after July 1, 1991, will be eligible for health insurance only if they work at least thirty-five (35) hours per week. Effective July 1, 2006, all active employees eligible for health insurance will contribute \$240 per annum toward the cost of health insurance in addition to the 15% per annum premium cost. After working seven (7) years for East Meadow Schools and retiring from the school district, the retiree will pay 15% and the district will continue to pay 85% of the cost of health insurance for the life of the retiree. The retiree is provided with spousal protection insurance. The Board reserves the right to self-insure or choose an alternate health plan subject to bargaining with the EMTA. The

Board agrees to provide the unit president with a copy of relevant data regarding health benefits before selecting an alternative health plan and will provide an opportunity for input. A schedule of deductions is available in the Business Office.

Employees who qualify for enrollment in the District's health insurance program, as of September of each year, and who elect not to participate in same for the entire school year because of alternate coverage, shall receive a non-recurring payment of 40% of the premium for participation in the family coverage or for participation in individual coverage, whichever is applicable. Payments under this program shall be made by separate check at the conclusion of each full school year coverage has been waived. Employees must notify the District by May 1st of the prior school year if they wish to participate in this program. Employees shall be able to reapply for insurance coverage at any time subject to the requirements and conditions specified in the New York State Health Insurance Program. Unit members whose non-participation is for less than a full school year shall receive a pro-rated amount of such payment. Twenty (20) hour employees hired after July 1, 1988 will not be eligible for the opting out reimbursement.

8.2 Members of the unit who are eligible for health insurance coverage who are employed by the District for at least seven (7) years and who retire at age fifty-five (55), or older, or younger if a disability retirement, and retire under the New York State Employees Retirement System subsequent to February 1, 1992 will be guaranteed that the Board will contribute for the member's lifetime no less than eighty-five (85%) percent of the total cost of the applicable health insurance premiums into Retirement. Effective July 1, 2006, and upon the death of the active employee or retiree from the school district, the surviving spouse may continue to participate in the health insurance program at an annual cost of 15% of the premium. Participation in the health insurance program shall continue for the lifetime of the surviving spouse or until he or she

remarries. The unit member and the District shall execute an individual contract as per the attached Appendix "A".

8.3 Effective February 1, 1992 the District shall cover each eligible, active full-time (35 ½ hours per week) unit member, with catastrophic excess medical expense coverage (Plan No. 1 as offered by the First Rehabilitation Insurance Company of America.) Employees receiving coverage shall contribute twenty-five (25%) percent toward the cost of such plan. The District shall pay the balance of the annual cost. The District reserves the right to self insure this benefit. If the District elects to self insure, the twenty-five (25%) percent co-payment shall be converted to a dollar amount which shall be fixed as the employee's amount of contribution while self insurance remains in effect.

8.4 The District has the right to offer alternative health plans in addition to the Empire Plan.

8.5 It is agreed that the District shall pay the cost of Medicare Part B reimbursement only if required to do so by law. This change will not be implemented until the District makes this change with all other bargaining unit employees eligible for health insurance.

## 9.0 Dental Insurance

9.1 Effective February 1, 1992, the District shall provide all employees hired prior to July 1, 1991 who regularly work thirty (30) hours or more per week with individual employee coverage which provides for fifty (50%) percent of reasonable and customary expenditures. All employees who are hired after July 1, 1991, must be regularly employed for thirty-five and a half hours (35 ½) or more per week in order to be eligible to receive this benefit. The dental plan will have no deductible but shall be subject to an annual maximum of Two Thousand (\$2,000) Dollars. Said plan will be at no cost to the individual. The District agrees to supply each eligible member with a complete benefits schedule. The District guarantees the provisions of this plan and retains the right to select or change any insurance carrier, including other methods of providing such benefits.

Effective February 1, 1992 the District shall implement a Dental Provider program substantially equivalent to the Equicor Dental Provider Plan.

Effective July 1, 1995, all employees who are regularly scheduled to work thirty-five and a half hours (35 ½) or more per week shall be entitled to a spousal dental benefit. Such coverage shall be available only after said spouse has applied and utilized his/her primary coverage, if any. Such coverage shall be limited to a maximum of \$1,000 per spouse within the \$2,000 annual maximum.

## 10.0 Tax Sheltered Annuities

10.1 The Board agrees to deduct from the salary due to an employee, such sum as may be authorized in writing by the employee for the purchase of a single premium tax-sheltered annuity policy at no cost or expense to the District.

11.0 Payment of Accumulated Sick Leave ( All payments subject to the EGTRRA Agreement as attached)

11.1 All full-time employees shall be entitled at the time of retirement under the New York State Civil Service Retirement System, to receive payment for accumulated sick leave as follows:

At the time of retirement as above provided or in the event of an employee's death while in the employ of the Board, the cumulative unused sick leave days shall be totaled using last days first to a maximum cumulative limit of one hundred seventy (170) days. Sick leave days earned can be replenished with days accruing at a later date.

At the time of retirement, as above provided, the total number of unused sick days as above calculated shall be converted to dollars using a "value at the time of accrual" method and the amount of such monies, so determined, shall be paid to the retiring employee upon retirement or in the event of his/her death to his/her estate.

For the purposes of this provision, an employee's cumulative unused sick leave shall consist of the employee's most recently acquired unused sick leave days not to exceed one hundred seventy (170) days. Sick leave days in excess of the number allowable in any one (1) year shall be deducted from the cumulative unused sick leave by eliminating an equal number of the earliest acquired sick leave days.

When an employee shall retire or die while in the employ of the School District, the total number of days of cumulative unused sick leave shall be converted into dollars as follows:

Each sick day shall be valued at 1/200 for 10-month employees and 1/240 for 12-month employees, of the employee's annual salary at the time of accrual of the sick leave days. The total thereof shall be paid to the employee, or if the employee shall have died, to his or her estate.

## 12.0 Disability Insurance

12.1 The Board shall provide group long-term disability employee insurance in accordance with the provisions of Connecticut General Insurance Company, Policy No. 0426353, which is incorporated herein by reference solely for the purpose of delineating benefits and not for the purpose of designation of carrier. Such carrier may be changed by the Board provided there is no change in benefits.

Employees receiving disability insurance shall have the option of (a) maintaining sick leave, unused, or (b) receiving that portion of their unused sick leave which will provide them with one hundred (100%) percent of their regular salary, exclusively from sick leave and no other source. The period of utilization of such sick leave precludes disability insurance payments.

## 13.0 Life Insurance

13.1 Effective July 1, 2006, all full-time unit members shall be provided with a fully paid group term life insurance in the amount of \$50,000 while they are in the employ of the District.

## 14.0 Retirement Benefits

14.1 The Board agrees to pay during the term of this contract the full cost of a retirement plan as provided in Section 75-1 of the New York State Retirement System. The 75-1 Plan shall be a non-contributory twenty (20) year career plan with a guaranteed minimum death benefit of three (3) times the annual salary up to the allowable maximum. It is understood that the New York State Employees Retirement System has the authority to modify the benefits payable under Section 75-I..

14.2 During the term of this contract, if a retirement incentive is offered to other units, some version, at district discretion, will be offered to the Clerical unit.

15.0 Vacations

15.1a Regularly employed full-time twelve month personnel shall be entitled to a vacation not to exceed thirteen (13) days per annum. For those employees who have been continuously employed for a period of five (5) years or more, one (1) additional vacation day will be allowed for each subsequent year of employment up to a maximum of five (5) additional days per year. Those persons employed less than one (1) year shall be allowed one (1) vacation day per full month of employment. The employees shall receive two (2) additional vacation days during Easter Recess and three (3) additional days during Christmas Recess. Vacation schedules must be approved by the immediate supervisor and may be taken at any time during the year, with such approval. Vacation time is non-cumulative and must be taken within the appropriate fiscal year.

15.1b Vacation checks for employees will be generated prior to vacation period provided that notification, in writing, is received by the immediate supervisor one (1) month prior to commencement of the vacation period.

16.0 Personal Illness

16.1 Regularly employed personnel, after having been employed for one (1) year, shall be entitled to sick leave credits of thirteen (13) working days per year, cumulative to one hundred seventy (170) sick leave days, without loss of salary. Those persons employed less than one (1) year shall be allowed one (1) sick leave day per full month of employment, cumulative to a maximum of eleven (11) days for the first year of employment for full-time employees. During the final year of employment, sick leave days shall accrue on the basis of one (1) day per month of actual service.

16.2 Employees absent for more than three (3) consecutive working days because of personal illness shall be required to submit a doctor's certificate as evidence of such illness. A combination of personal and sick leave days may not be utilized for a continuous absence.

16.3 If a clerical employee exhausts all accumulated sick leave, such employee, with the approval of the Superintendent, which approval shall not be unreasonably withheld, shall be authorized to borrow against future sick leave to a maximum of twenty-four (24) days. Employees shall be charged with having borrowed only those sick days that are used in a given school year. An employee leaving the District shall be obligated to repay such sick leave. Reimbursement shall be made to the District at the rate of 1/200 for 10-month employees, and 1/240 for 12-month employees, of annual salary in effect at the time the borrowed sick days were actually used and this may be deducted from the last paycheck. Employees who borrow sick leave subsequent to September 1, 1985, shall repay such sick leave at the rate of four (4) days per year.

#### 17.0 Confession of Judgment - Borrowed Sick Time

All unit employees who borrow days will be required to sign a confession of judgment which states that any individual leaving the District's employ who has borrowed sick or vacation days must reimburse the District for those days.

#### 18.0 Court and/or Governmental Agency Appearance

The number of days necessary will be allowed without loss of personal business days, sick leave or salary if one of the following conditions exists:

- (a) The School District is involved and the employee is a party or witness to the action.

(b) The employee is required by court order or subpoena to appear in any federal, state, county, town or village judicial or quasi-judicial proceeding and the employee is not otherwise a party to such proceeding or personally involved therein.

(c) Selective Service examinations shall be excused without loss of pay for such purposes.

#### 19.0 Jury Duty

19.1 Notice of Jury Duty must be submitted to the school principal or designated administrative officer at the earliest time possible.

19.2 The District will provide employees with the difference between their regular pay and any jury duty fees that are received.

#### 20.0 Absences for Personal Business

20.1 For absences due to personal business, two (2) days' leave without loss of pay shall be allowed annually provided written notice, without stating the reason, is given to the Assistant Superintendent for Human Resources one (1) week in advance; it is understood that said leave will be charged against the employee's unused sick leave. Extension of weekend, holiday or school recess shall not constitute a personal reason under the terms of this provision. Bereavement leave up to five (5) days will be allowed for members of the immediate family to be charged against accumulated sick leave, and shall include husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

## 21.0 Attendance Incentive

21.1 Effective July 1, 2006, full-time 12 month employees (10 month employees will receive 10/12 of these sums) who take no sick or personal days (including days off for workers compensation) in the fiscal year (July 1 - June 30) shall receive \$940; employees who take one (1) such day off shall receive \$800; employees who take two (2) such days off in a fiscal year shall be entitled to \$660. Permanent part-time employees who take no days off will receive \$560; employees who take one (1) day off shall receive \$420; employees who take two (2) days off shall receive \$280. It is expressly agreed that bereavement days will not be counted as days off for the purposes of this incentive.

## 22.0 Child Care Leave

Upon request, a unit clerical employee will be granted a leave of absence, without pay, not to exceed one (1) year following the birth or adoption of a child less than two (2) years of age. Said employee shall specify the date the leave is to commence and the date the leave is to terminate. The employee shall be reinstated in the same or comparable position upon termination of said leave. The employee shall apply for childcare leave five (5) months prior to the commencement date of requested leave.

### 22.1 Other

Employees may request a leave of absence without pay not to exceed one (1) year due to illness or serious personal problem, according to Civil Service Laws with approval of the Board of Education. Said employee shall specify the date the leave is to commence and the date the leave is to terminate. The employee shall be reinstated in the same or comparable position upon termination of said leave. Employees shall apply in writing for such leave as soon as the

circumstances become known. Approval of such leaves shall be at the discretion of the Board of Education.

### 23.0 Holidays

23.1 All full-time clerical personnel shall be entitled to the following holidays provided they occur on Sunday through Friday. If such holiday falls on a Saturday, all full-time clerical personnel shall be entitled to a compensatory day off.

1. New Year's Eve (Day before New Year's Day)
2. New Year's Day
3. Dr. Martin Luther King, Jr. Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Holy Thursday
7. Good Friday
8. Memorial Day
9. Independence Day
10. Labor Day
11. Columbus Day
12. Election Day
13. Veterans' Day
14. Thanksgiving Day
15. Friday after Thanksgiving
16. Christmas Eve (Day before Christmas)
17. Christmas Day

If any of the aforementioned days should occur when school is in session, the employee will be required to remain on duty but will be entitled to a compensatory day, at a time of mutual agreement, when school is not in session. Said day must be taken within one (1) year of the holiday date.

23.2 If a declared holiday, as herein set forth in Section 23.1, falls during the vacation period of an employee, such employee will receive an additional day of vacation.

23.3 If the State of New York and/or the Federal Government declares a special holiday in which schools must be closed on a normal school day, all full-time clerical personnel shall have this day off. Should the State and Federal Governments set different dates for the same observance, the Board of Education will determine the holiday date for these employees. If the Board of Education closes school because of snow conditions, with teachers and students not in attendance, full-time clerical personnel shall have such day off without it being charged against vacation, sick leave or personal days. All full-time clerical personnel shall work on the conference day of district teachers. An annual conference day workshop shall be planned on a topic or topics important to East Meadow Schools and its clerical personnel. If the Board, in response to unanticipated circumstances, closes school and teachers are not required to be in attendance, all clerical personnel shall have the same day off which shall not be charged to vacation, sick leave or personal days. It is understood that any/all modifications of the teachers' work year, in order to satisfy Board of Education or State Education Department requirements or Board of Education work calendar preferences for teachers shall not result in time off with pay for clerical personnel.

#### 24.0 Salary

24.1a The salaries to be paid to clerical personnel for the years July 1, 2006 - June 30, 2011 are the amounts specifically set forth in [Schedules "A" (1-5)] attached hereto.

24.1b New employees may be hired on Step 2 or 3 of the salary schedule at the discretion of the Superintendent of Schools provided they have the required experience.

24.1c Clerical employees working on an hourly basis and not on a full-time basis, shall receive the salaries specifically set forth in Schedule "B".

25.0 Longevity Increment for Full-Time Personnel

25.1 Effective July 1, 2006 full-time unit members shall receive non-cumulative longevity payments, excluded from base salary, based on years of service as follows:

<u>After 10 years</u>	<u>After 15 years</u>	<u>After 20 years</u>	<u>After 25 years</u>
(Base salary) + \$850	(Base salary) + \$1,400	(Base salary) + \$2,075	(Base salary) + \$2,800

Longevity increments start at the anniversary date of employment. These payments are non-cumulative. If the anniversary date is before the 15<sup>th</sup> of the month, employees shall be given credit from the 1<sup>st</sup> of the month. If the employee's starting date is after the 15<sup>th</sup> of the month, longevity will commence on the 1<sup>st</sup> of the following month.

It is agreed that all outstanding litigation as of the signing of this agreement, relative to longevity, shall immediately cease and be withdrawn by CSEA.

26.0 Payroll Compensation

26.1 Payroll compensation for clerical employees shall be distributed on the 15th day of the calendar month or the immediately preceding working day if the 15th falls on a non-working day, and on the last working day of the calendar month.

27.0 Tuition Reimbursement

Each full-time unit member shall be eligible to receive up to \$800 per school year as a tuition reimbursement for courses that receive the pre-approval of the Superintendent and/or his/her designee. Subject to prior approval, expenses related to pre-approved skill improvement workshops or college courses, which take place after regular work hours, will be reimbursed.

28.0 Personnel Files

28.1 Upon request of the employee, the employee shall be permitted to examine the official employment and personnel file once annually.

28.2 The School District shall reproduce for the employee, upon request, one (1) copy of pertinent material in the file.

29.0 Association Business

29.1 Permission shall be granted to the Association for the reasonable use of District facilities for meetings upon written and timely application.

29.2 Bulletin board space shall be reserved at an accessible place in each school for the exclusive use of the Association for the purpose of posting material dealing with proper and legitimate Association business.

30.0 Dues Deduction

30.1 The Board agrees to deduct from the salaries of its employees dues for the Association as said employees individually and voluntarily authorize the Board to deduct and to transmit such monies on a monthly basis to the Civil Service Employees Association, Inc., 143 Washington Ave., Albany, New York. Employee authorization shall be in writing and in a manner consistent with Section 9-3B of the Municipal Law, Chapter 392 of the Laws of 1967.

30.2 Any employee shall have the right to payroll deduction of membership dues and insurance premiums as provided for under Chapter 392 of the Laws of 1967.

30.3 If an employee chooses to revoke the payroll deduction authority, it shall be done in writing and be received by the Superintendent of Schools at least one (1) month prior to the date on which said deduction is to become effective.

30.4 The employee has the prerogative to sign another new payroll deduction card, and renew the payroll deduction right. Such changes must be presented to the Superintendent of Schools in writing, at least one (1) month prior to the date on which said change is to become effective.

30.5 The Association assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized representative.

31.0 Solicitation for Life Insurance

31.1 Representatives of the Civil Service Employees Association shall have the right to solicit all clerical employees for life insurance, and the Board agrees at the written request of any employee to make a payroll deduction for such life insurance.

32.0 Additional Compensation for Service in Higher Classification

32.1 In the event that a clerical employee is asked to perform the service rendered by an employee in a higher classification, compensation shall be paid to such employee at the higher classification rate after a period of twenty (20) consecutive working days and shall be retroactive to the first day provided that such payment does not violate any Civil Service regulations.

32.2 The minimum promotional increase from one full-time position to another shall be \$600.

33.0 Attendance at C.S.E.A.

33.1 Clerical employees who are authorized delegates of the Civil Service Employees Association, Clerical Section, shall be allowed a total of four (4) days without loss of pay for the purpose of attending C.S.E.A. conferences. The said four (4) days may be allowed to one (1) person or additional persons provided, however, that the total number of days off shall not exceed four (4).

#### 34.0 Benefits for Part-Time Employees and 10 Month Employees

34.1 Part-time employees as defined in Article 3.0 shall be entitled to the following holidays provided they occur on Sunday through Friday. However, if such holiday falls on a Saturday, all part-time employees as defined in Article 3.0 shall be entitled to a compensatory day off, to be determined by the Assistant Superintendent for Human Resources.

1. New Year's Day
2. Dr. Martin Luther King, Jr. Day
3. Washington's Birthday
4. Memorial Day
5. Fourth of July (12 month employees only)
6. Thanksgiving Day
7. Christmas Eve (Day before Christmas)
8. Christmas Day
9. New Year's Eve Day

#### 34.2 Benefits for 10 Month Full-Time Clerical Personnel

34.2a Holidays: Paid holidays are the same as those indicated for full-time twelve-month employees except Independence Day. There are no holidays, benefits, or pay, other than what is specifically granted herein, for the period outside the ten specific months of employment, September through June. However, if the ten-month employee works a schedule other than September through June, such person shall be entitled to the same number of paid holidays as those working September through June, such person shall receive, for each day worked during July and August, a compensatory day which shall be scheduled during the school year or salary for time worked during July and August. Salary shall not be available in lieu of compensatory days for such persons whose work year schedule is adjusted.

34.2b Sick Time: Sick time shall be accumulated on a pro-rated basis of the sick time given to full-time twelve-month employees. There is a maximum of eleven (11) sick days per annum.

34.2c Health Insurance and Other: Full twelve-month health insurance coverage is given under the same conditions as full-time employees. Workers' Compensation and Long Term Disability are based on gross salary earned.

34.2d Vacation: Vacation shall be accumulated on a pro-rated basis of the vacation given to full time twelve-month personnel. Vacations must be taken during days when school is closed for recess (school calendar). Employees hired subsequent to December 19, 1997, shall be entitled to receive vacation as follows:

1-5 years	-	10 days
6 years	-	11 days
7+ years	-	12 days

34.2e Longevity: For longevity benefits, time accrued shall be calculated on the basis that one (1) full year of service is equivalent to twelve months' work.

34.2f Ten-month employees who are called in to work during days outside of their regular work year shall be compensated at their daily rate of pay or compensatory time at the employee's option.

## 35.0 Sick Leave

35.1 Part-time employees shall be allowed four (4) pro-rated sick days per year cumulative to twenty five (25).

35.2 Part-time clerical personnel shall be paid on a pro-rated basis for all days that the schools are closed because of heavy snow.

35.3 If a part-time employee should change to a full-time employee, credit shall be given to such employee for vacation privilege and longevity pay on the basis of one (1) year of credit for each two (2) years of part-time service.

#### 36.0 Grievance Procedure

36.1 In compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962), regarding the establishment of grievance procedures for public employees, and in order to establish the most harmonious and cooperative relationship between employees, supervisors, administrators and members of the Board of Education, the Board hereby incorporates in this Agreement the grievance procedures, rules and regulations attached hereto and made part hereof as Schedule "C".

#### 37.0 Legal Representation

37.1 In the event that any civil or criminal proceeding is instituted against a clerical employee in connection with an act performed by the employee, in the course of their employment, the Board agrees to designate Counsel to represent the employee, at no expense to the employee provided the employee gives proper notice to the Board of any such action or proceeding.

#### 38.0 Mutuality of Obligation

38.1 In the event that any provision of this Agreement is or shall be at any time contrary to law, all other provisions of this Agreement shall continue in full force and effect.

38.2 The failure of either party to enforce any provisions of this Agreement shall not operate as a waiver thereof or any other provision herein, and the Agreement shall continue in full force and effect.

38.3 The within provisions constitute the entire Agreement between the parties and may not be modified or extended orally. Any changes or deletions herein must be accomplished by the same method expressed in writing and signed with the same formality. All of the provisions of the current administrative code of the Board with respect to clerical employees, are hereby terminated and cancelled. Negotiations hereunder shall not be reopened unless by mutual agreement between the parties.

39.0 Managed Care Workers Compensation

Its agreed that the District shall, as soon as practical, implement a managed care program for individuals who apply for workers' compensation benefits. Such a program is authorized by Section 126(B) of the New York State Workers' Compensation Law. All employees who are injured arising out of, or in the course of, their employment and who apply for workers' compensation benefits shall be immediately referred to the Managed Care Organization (MCO) selected by the District. Any employee referred to the MCO must remain under their care for a period of no less than thirty (30) days. If, after a period of thirty (30) days, the employee is not satisfied with the care received through the selected MCO, they may elect to receive treatment from another provider within the MCO, or receive treatment from any other health provider licensed by the New York State Workers' Compensation Board. The District reserves the right to change managed care providers and/or reintroduce a non-managed care, self-insured, workers compensation program.

40.0 Taylor Law Requirement

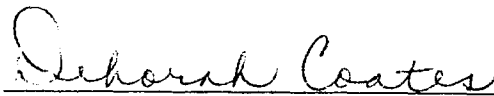
40.1 IN COMPLIANCE WITH SECTION 204a OF THE TAYLOR LAW, IT IS AGREED BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR,

SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY  
HAS GIVEN APPROVAL.

41.0 Duration

41.1 The provisions of this Contract shall remain in force and effect until June 30, 2011. Salary and longevity benefits shall be effective July 1, 2006.

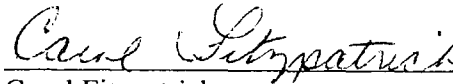
IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 13<sup>TH</sup> day of JULY, 2006.



Deborah Coates  
President, Board of Education  
EAST MEADOW UNION FREE  
SCHOOL DISTRICT



James Della Rocca  
Collective Bargaining  
Specialist CSEA



Carol Fitzpatrick  
President CSEA East Meadow  
Unit, Clerical Section











CLERICAL PART TIME SALARY SCHEDULE

SCHEDULE B

<b>JULY 1,2006</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
DAYS HOURS	14.97	16.09	16.84	17.58	18.27	19.02	
EVENING HOURS	16.52	17.08	17.98	18.80	19.51	20.21	20.96
<b>JULY 1,2007</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
DAYS HOURS	16.64	17.41	18.18	18.89	19.67	20.67	
EVENING HOURS	17.66	18.59	19.43	20.17	20.90	21.67	22.67
<b>JULY 1,2008</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
DAYS HOURS	17.21	18.00	18.80	19.53	20.34	21.37	
EVENING HOURS	18.26	19.22	20.09	20.86	21.61	22.41	23.44
<b>JULY 1,2009</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
DAYS HOURS	17.79	18.61	19.44	20.20	21.03	22.10	
EVENING HOURS	18.88	19.88	20.77	21.56	22.35	23.17	24.24
<b>JULY 1,2010</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
DAYS HOURS	18.40	19.25	20.10	20.88	21.75	22.85	
EVENING HOURS	19.52	20.55	21.48	22.30	23.11	23.96	25.06

## SCHEDULE C

### EMPLOYEE GRIEVANCE PROCEDURES

#### FOR THE EAST MEADOW SCHOOL DISTRICT

Both professional and non-professional employees are hereinafter known and referred to as the "Employee."

A grievance may concern any condition tending to endanger or handicap an employee in the proper discharge of his/her duty. Grievance shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the East Meadow Public Schools and the law, rules and regulations of the State of New York and the Commissioner of Education, or any act of condition which has given an individual a sense of wrong or oppression, except that such grievance shall not include any matter involving the following:

- a. questions involving the employee's rate of compensation.
- b. questions about retirement benefits.
- c. questions relating to formal disciplinary proceedings.
- d. "Any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law."

At all stages of the grievance procedure, the employee has the right to be represented by or counseled by an individual of the employee's choice, or legal counsel. The employee shall attempt first to satisfy his/her grievance by an informal conference with the School Building Principal. The employee shall be informed within a period of five days of the determination made regarding his/her grievance.

## STEP I

If a grievance has not been satisfactorily received by informal conference as aforesaid the employee shall request in writing, a review and determination by the principal. The principal shall make written reply within five days of receipt of such request.

## STEP II

In the event the employee desires to appeal from the decision of the principal, the employee shall request in writing a review and determination by the Superintendent of Schools. Such request shall be directed to the Superintendent of Schools with a copy thereof being sent to the Principal of the School. Such request shall contain a statement of the grievance and the facts relating thereto. The Building Principal shall likewise forward to the Superintendent of Schools, with a copy to the employee, his/her own statement and determination, with a copy of all written documents filed.

Upon receipt of a written request from an employee, the Superintendent of Schools shall schedule a hearing to be held not more than five school days from the date of receipt of such request, with not less than two days notice to the employee. Oral and written statements may be offered at such hearing for consideration. Determination of the hearing shall be made promptly, and in any event within five school days from the date of hearing. Written notice shall be given to the employee of such determination.

### STEP III

The employee shall have the further right to appeal from the decision of the Superintendent of Schools to the Board of Education, providing such employee shall direct a notice of appeal in writing to that effect to the President of the Board of Education within a period of ten school days from the date of the notice of the decision of the Superintendent of Schools. A copy of the Notice of Appeal shall likewise be directed to the Superintendent of Schools who shall thereupon forward to the President of the Board of Education the record of the hearing held by him and likewise send a copy of such record to the employee. The Board of Education shall set a date for a hearing not more than thirty days from the date of receipt of the Notice of Appeal and upon not less than five days notice to the employee of such date of hearing.

The Board of Education shall review the record presented and such additional statements or documents that may be offered by the employee or the Superintendent of Schools. Both the employee and the Superintendent of Schools may be granted the right to appear personally before the Board. The Board shall render its decision promptly, in any event not more than thirty days from the date of the hearing, and notify the employee in writing thereof.

## EGTRRA

### East Meadow CSEA Clerical Unit

Agreement made and entered this 1<sup>st</sup> day of July 2006, by and between the East Meadow Union Free School District (the "District") and the East Meadow CSEA Clerical Unit ("Association").

Whereas the parties are desirous of amending their agreement to enable the parties to utilize the options provided by the revised Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) and;

Whereas this agreement is not a retirement incentive and;

Whereas the agreement is provided in order for unit members to receive payments of unused sick leave and/or other qualifying termination payments earned and accrued under the provisions of the collectively bargained Memorandum of Understanding and;

Whereas advance notice of unit member's retirement dates will be used purely for administrative planning purposes.

Now therefore, the parties agree as follows:

1. Effective July 1, 2006, unit members shall have the payment of their accrued unused sick leave and/or other qualifying termination payments earned directed into 403(b) accounts under the provisions of EGTRRA subject to the conditions set forth below.
2. Eligibility – (a) Unit members who have at least five (5) years continuous employment in the District and have over 50 days sick leave and would be eligible for retirement under the New York State Teachers' Retirement System or the New York State Employees' Retirement System in one year or (b) Unit members who

have at least fifteen (15) years in the District and have over fifty (50) days sick leave and would be eligible for retirement under the New York State Teachers' Retirement System or the New York State Employees' Retirement System in three years.

3. The eligible employee will receive the maximum 403(b) tax deferred benefit from the District and not forfeit accumulated sick leave to the school district provided that an irrevocable letter of retirement is submitted to the District not less than seven months and up to a maximum of three (3) years prior to actual retirement, thereby establishing his or her eligibility for payment of unused sick leave under the collectively bargained Memorandum of Understanding. The minimum notification requirements to the School District will be waived under the following circumstances:
  - Serious illness which precipitates retirement/total disability
  - The specific requirements of an East Meadow School District Retirement Plan
  - The specific requirements of a New York State Retirement Incentive initiative under which an East Meadow employee qualifies and is eligible to participate. (Note: the serious illness/total disability waiver may be eliminated by the school district if, the district believes, the provision has been improperly used or abused).
4. The Annual payment of accrued sick leave to the 403(b) plan will be calculated each year following the retirement letter by dividing the number of years remaining to retirement by the value of the accrued sick leave less 30 days. The amount paid shall be the maximum 403(b) payments subject to the statutory limitations of EGTRRA and the actual sums due and earned by the employee on annual contributions.
5. The School District retains the unilateral right to immediately withdraw from the 403(b) payment program if the EGTRRA law is changed in a matter which reduces or eliminates the payroll cost savings as provided under the EGTRRA statute, effective January 1, 2002, or if any ruling or interpretation would render the District

obligated to pay any costs or sums of any nature beyond the payment of the unused sick leave payable under the collective bargaining agreement.

6. For employees retiring no later than August 31, 2006, minimum notification requirements shall be waived.
7. This Agreement is subject to ratification by the Association and adoption by the Board of Education.

East Meadow CSEA Clerical Unit

By Carol Fitzpatrick

Carol Fitzpatrick, President

Dated 5/8/06

East Meadow U.F.S.D.

By Deborah Coates

Deborah Coates, President  
Board of Education

Dated 5/8/06

## LETTER OF AGREEMENT

### East Meadow Board of Education and CSEA Clerical Unit

This Letter of Agreement is hereby adopted by the East Meadow CSEA Clerical Unit and the East Meadow Board of Education and is made part of the employment contract between the CSEA Clerical Unit and the Board of Education for the period July 1, 2006 to June 30, 2011.

The intent of this letter is to agree upon the procedures to be followed in applying the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) to our contract in a fair and consistent manner for all eligible employees.

The following terms and procedures are agreed upon which must be followed in order for the employee to participate in EGTRRA:

1. It is agreed that in the event that the application of EGTRRA is determined by the Internal Revenue Service or other agency of jurisdiction to be improper, the school district and the CSEA Clerical Unit will make every effort to remedy same.
2. In the event that the tax deferred procedures adopted herein result in tax assessments, tax penalties, tax deferred disqualification or other remedy imposed by the Internal Revenue Service or any other agency of jurisdiction the school district will not be responsible for such penalty which, in accordance with statute, may be applied to the employee. The employee agrees to assume all tax liability in the event the application of EGTRRA is determined to be defective.
3. The employee will submit the official Letter of Resignation for Retirement as attached. The Board of Education upon accepting such letter will keep the employee's name confidential and subject to statute will not disclose the retirement specifics. The Board agrees to use this information for administrative planning purposes only.

4. All terms previously negotiated between the Board of Education and the CSEA Clerical Unit, as previously agreed to regarding the EGTRRA and included in the agreement dated July 1, 2006, remain in force and are applicable.

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5. The specifics included in the Letter of Resignation for Retirement Purposes, as attached, are incorporated into the agreement between the Board of Education and the CSEA Clerical Unit.
6. Payment into an employee's 403(b), tax deferred annuity plan, will be made in December of each year prior to the date of actual retirement. The District will request an Affirmation of Retirement Schedule from the employee in order for the school district to make appropriate tax deferred payments by December 31<sup>st</sup>.
7. Other than for reasons of health which precipitates an earlier retirement, the school district shall be given not less than seven months notice of actual separation from the school district for reasons of retirement.
8. Both the CSEA Clerical Unit and the School District agree to review the components and provisions related to EGTRRA in conjunction with the completion of a new collective bargaining agreement,

East Meadow CSEA Clerical Unit

Paul Fitzpatrick  
President of CSEA Clerical Unit

5/2/06  
Dated

Board of Education

Deborah Coates  
President Board of Education

5/8/06  
Dated

APPENDIX A

Contract entered into between the East Meadow School District and \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, the District recognizes the long service of \_\_\_\_\_.

WHEREAS, after careful consideration \_\_\_\_\_ has submitted a letter of retirement which has been accepted by the District and has relied upon the provisions of Article 8.2 of the 2006-2011 collective bargaining agreement between the District and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Clerical Unit as to the level and extend of such coverage. \_\_\_\_\_ certifies that he/she has carefully reviewed all applicable provisions of the contract and has had ample opportunity to consider his/her alternatives, including the opportunity to confer with counsel. \_\_\_\_\_ states that he/she has freely entered into retirement and has not in any way been coerced to retire.

As the employee has completed a minimum of seven years of employment served to the school district and is officially retiring under the provisions of the New York State Employees Retirement System, the District recognizes its obligation to contribute eighty-five (85%) percent of the health insurance premiums for family or individual coverage, whichever is applicable for the life of \_\_\_\_\_. Spousal protection coverage applies to this retiree.

A copy of the Board resolution approving this Agreement is attached hereto.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date