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

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**Union: Irvington Union Free School District Clerical Unit, CSEA, AFSCME, AFL-CIO**

**Local: 1000, Westchester County Local 860**

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# AGREEMENT

BY AND BETWEEN THE

IRVINGTON UNION FREE  
SCHOOL DISTRICT

AND THE

CIVIL SERVICE  
EMPLOYEES

ASSOCIATION, INC.  
LOCAL 1000, AFSCME, AFL-CIO

CSEA

IRVINGTON UNION FREE  
SCHOOL DISTRICT CLERICAL UNIT

WESTCHESTER COUNTY LOCAL 860

JULY 1, 2006-JUNE 30, 2010

RECEIVED

MAR 6 2006

NYS PUBLIC EMPLOYEES  
RELATIONS BOARD

28



<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I	RECOGNITION	1
II	DUES DEDUCTION/AGENCY SHOP DEDUCTION	1
III	SALARY SCHEDULE	2
IV	CAREER INCREMENT	2
V	STARTING SALARY	2
VI	INCREMENTS	2
VII	PROMOTIONS	3
VIII	OVERTIME	3
IX	SUBSTITUTE CALLING	3
X	HOURS OF WORK	3
XI	VACATION AND HOLIDAYS	4
XII	ABSENCES – LEAVE	5
XIII	GRIEVANCE PROCEDURE	6
XIV	PERSONNEL FILES	7
XV	EMPLOYEE PROTECTION	7
XVI	EMPLOYEE BENEFITS	7
XVII	ASSOCIATION RIGHTS	10
XVIII	MANAGEMENT OF THE SCHOOL DISTRICT	11
XIX	PREVIOUS PRACTICE CLAUSE	11
XX	COURSE OF STUDY	11
XXI	MANDATORY PROVISIONS	11
XXII	LABOR/MANAGEMENT COMMITTEE	11
XXIII	TERM OF AGREEMENT	12
APPENDIX A	GRIEVANCE PROCEDURE	13
APPENDIX B	EMPLOYEE BENEFITS	15
APPENDIX C	SALARY SCHEDULES	18



**I. ARTICLE I – RECOGNITION**

RECOGNITION OF NEGOTIATION UNIT - The Board of Education of the Irvington Union Free School District, having determined that The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Non-Instructional Unit hereby recognizes the above Association as the exclusive negotiating agent for the clerical staff members, teacher aides and computer aides of the District. Such recognition shall extend until the maximum period by law. The Board agrees not to negotiate with any other organization other than the aforementioned Association for the duration of this Agreement.

**II. ARTICLE II - DUES DEDUCTION/AGENCY SHOP DEDUCTION**

A) The Board agrees to deduct from the salary of all employees who are members of the Association covered by this Agreement, CSEA dues of the local unit, Life Insurance and Sick and Accident Premiums and Credit Union as chosen by the CSEA Unit for those who voluntarily and individually authorize the Board to deduct and transmit these monies to the Association. Employees' authorization shall be in writing and in a manner consistent with law.

B) Deductions shall be made uniformly and consistently on each payday of the month. Funds thus collected shall be transmitted monthly to the Association.

C) Employees who so desire may also have deductions for the CSEA Master Plan taken from their paychecks.

D) Deductions authorized by any employee shall continue as authorization unless or until such employee notifies the Board as to his or her desire to discontinue or to change authorization in writing.

E) Notification of discontinuance of deductions shall be in writing and signed by the employee and submitted to the Board in triplicate. One copy shall be retained by the Board, one copy shall be forwarded by the Board to the Treasurer of the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210, and one copy shall be forwarded to the Westchester County Local 860, 595 West Hartsdale Avenue, White Plains, NY 10603.

F) The Civil Service Employees Association, Inc. assumes full responsibility for the disposition of the funds so deducted once they are turned over.

G) Agency Shop Fee

The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit, shall have deductions made by the employer from the wages or salaries of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit the amounts

so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210.

**III. ARTICLE III - SALARY SCHEDULE**

Effective July 1, 2006, there shall be a 3.5% salary increase on the salary schedule as of June 30, 2006.

Effective July 1, 2007, there shall be a 3.75% salary increase on the salary schedule as of June 30, 2007.

Effective July 1, 2008, there shall be a 3.75% salary increase on the salary schedule as of June 30, 2008.

Effective July 1, 2009, there shall be a 3.5% salary increase on the salary schedule as of June 30, 2009.

The complete salary schedule shall be attached to this Agreement as Appendix "C".

**IV. ARTICLE IV - CAREER INCREMENT**

Effective 7/1/2006 on the member's anniversary date a career increment will be paid to employees as follows:

After ten (10) years of service, all employees will receive a \$1,000 increment.

After fifteen (15) years of service all employees will receive an additional \$1,150 career increment.

After twenty (20) years of service all employees will receive an additional \$1,300 career increment.

Any employee who has worked a six (6) or seven (7) hour day for the last seven (7) years, but not less than four (4) hours in any one of the ten (10) years of service is entitled to the career increment. Career increment should be prorated for ten (10) month employees.

**V. ARTICLE V - STARTING SALARY**

The starting salary in each case will be determined by the Superintendent of Schools with the approval of the Board of Education. The step a person is hired upon will be predicated on experience and any person on the staff with comparable experience beneath this step will be automatically raised to this step within the schedule.

**VI. ARTICLE VI - INCREMENTS**

Advancement of incremental steps will be subject to review of the Business Administrator and Building Principal and submitted to the Superintendent of Schools for approval by the Board of Education.

If the Board fails to approve a step advancement by June 15, or if the employee is dissatisfied with the recommendation or the Board's decision, the employee may submit to the Board by the following July 15, a written request for a review of such

recommendation or decision by an arbitration panel composed of one (1) representative of the CSEA, one (1) representative of the Board, and a Chairman appointed by the American Arbitration Association. Panel shall be designated within thirty (30) days of such request.

Such panel shall conduct a hearing and report to the Board and the employee in writing as to whether it believes there was just cause for the recommendation or decision in question, but such report shall be final and binding on all parties.

## **VII. ARTICLE VII – PROMOTIONS**

If an employee is appointed to, reallocated to or promoted to a position with a higher scale, he or she shall be paid the lowest scale step in the higher scale which is not less than his or her present scale, or at the discretion of the administrator, be offered any higher step up to the corresponding step of the present title.

## **VIII. ARTICLE VIII – OVERTIME**

Overtime (any time worked in excess of seven (7) hours per day) must be authorized in advance by the Business Administrator and should be paid at the rate of time and one-half the regular rate of pay or by compensatory time. Compensatory time must be scheduled in advance with the approval of the Business Administrator.

Any employee working in excess of the normal work day but up to and including seven (7) hours per day will be paid the regular rate of pay and must be authorized by the Business Administrator.

## **IX. ARTICLE IX - SUBSTITUTE CALLING**

Effective July 1, 2000, a yearly payment of \$10,000 will be divided, as determined by the District in consultation with the CSEA, among the employees who call for substitute teachers. Any employee designated by the School Principal will have a telephone placed in his or her home to be used only for substitute calling. For the Dows Lane, Main Street, Middle and High School, the District will consider the size of the staff and projected number of calls among other factors in making the allocation.

## **X. ARTICLE X - HOURS OF WORK**

A) The High School Principle Typist, Secretary to the Principal, Payroll Clerk, Attendance Clerk, Account Clerk and all typists will work a forty (40) hour week, eight (8) hours per day, Monday through Friday, including one (1) hour a day for lunch.

B) Teacher Aides and Library Clerks will work a seven (7) hour day from September 1 to June 30.

C) Each employee will receive a fifteen (15) minute morning break.



D) Summer hours - from July 1 to August 31 of each year all twelve (12) month employees shall work a thirty-two and one-half (32-1/2) hour workweek.

E) Early dismissal due to inclement weather (after the children have cleared the building): the non-teaching staff is free to go with the approval of the immediate supervisor.

## **XI. ARTICLE XI - VACATION AND HOLIDAYS**

A) School holidays and recesses falling within the school year shall be counted as time off with pay in the same manner as for the teaching staff.

1. The telephone operator may be needed during the holidays and, if required, will be expected to work. If this becomes the case, she will be paid time and one-half at the regular rate of pay for all hours worked.

B) Vacations should be taken from July 1 through August 31, with the approval of the immediate supervisor and the Business Administrator.

1. Ten (10) month employees are for the school year only, and thus do not include any summer vacation provisions.

C) July 1<sup>st</sup> shall be considered the commencement date for determining "year of service" in any of the following requirements.

1. After the completion of one (1) year of service, an employee shall be entitled to two (2) weeks vacation.

2. After the completion of five (5) years of service, an employee is entitled to three (3) weeks vacation. The third week may be taken at the employee's discretion with the approval of the immediate supervisor.

3. An employee with over two (2) year's service, who terminates his or her employment voluntarily, shall be entitled to the cash equivalent of 5/6 of one (1) day's wage for each calendar month from July 1 preceding the date of termination through the effective date of the employee's resignation.

4. An employee with less than one (1) year's service shall receive a vacation of 5/6 of one (1) day for each full calendar month of employment, provided such employee is employed at the time such vacation is taken.

5. If a vacation period includes a holiday normally celebrated on a day other than Saturday or Sunday, the employee may extend his or her vacation by such day or days.

**XII. ARTICLE XII - ABSENCES - LEAVE**

**A. Illness**

Absence allowance due to illness in any one school year will be as follows:

<u>12-Month Employee</u>	<u>10-Month Employee</u>
1 <sup>st</sup> year of employment - 6 days	6 days
2 <sup>nd</sup> year of employment - 9 days	8 days
3 <sup>rd</sup> year of employment -13 days	10-1/2 days

**To reflect District Practice, Sick Leave Accumulation Shall Be Unlimited**

A non-cumulative reserve of thirty (30) working days will be available to each employee for an extended illness. This reserve can be utilized only once by each employee. Extended illness shall mean illness or disability for thirty (30) or more working days. This reserve shall be in effect only after accumulated sick leave has been used up. Thereafter, the employee will receive the difference between his salary and the amount paid for a substitute until long term disability insurance becomes effective.

1. When a part-time employee is absent from his work hours, he or she is considered to be absent for a full workday.
2. An employee who has been absent for illness for ten (10) consecutive workdays shall be examined by the school physician within three (3) days prior to his or her return to duty. The school physician shall certify to the Board of Education, in writing, that said employee is physically capable of resuming his or her duties. All employees upon returning to duty shall submit a doctor's certificate for the employee's illness.
3. Newly appointed ten (10) month employees will be allowed fourteen (14) sick days and newly appointed twelve (12) month employees will be allowed fifteen (15) sick days before any loss of pay. This allowance covers the first two years of service in Irvington, and if an employee leaves the District in less than two (2) years, having used more than this allowance, his or her salary will be adjusted accordingly.
4. If an employee is absent from work due to an injury as defined in the Workers' Compensation Law, there shall be no loss to the employee of the sick leave benefits he/she would have normally received. This shall not supersede any rights the Board may have under Civil Service Law including Civil Service Law Section 72.

## **B) Absence Other Than Illness**

### **1. Personal Leave**

Absence for personal business days in any one school year will be as follows:

- a) First year - one (1) day without reason; one (1) day with reason.
- b) Second year - two (2) days without reason; two (2) days with reason.
- c) Third year - three (3) days without reason; two (2) days with reason.
- d) Personal leave will be prorated for new employees.

Personal business matters must have prior permission and are not charged to sick leave. All unused leave shall be credited to sick leave at the end of each fiscal year.

### **2. Family Illness - Death in Family**

Three (3) days additional leave with no deduction in pay for illness in the immediate family and three (3) days additional leave with no deduction in pay for death in the immediate family will be provided. These days will neither be accumulated nor deducted from sick leave. The immediate family is herein defined as father, mother, brother, sister, son, daughter, husband or wife, grandparents, father-and mother-in-law, brother-and sister-in-law.

### **3. Jury Duty**

An employee who is called for jury duty will receive his or her regular salary and will have no time deducted from his or her sick and/or personal days. However, if an employee receives jury duty pay for a workday, he or she will turn that amount over to the District, less the amount paid for travel expenses.

### **C) Leave of Absence**

1. Leave of Absence may be requested without pay for a valid reason.

### **D) Maternity Leave**

1. A Maternity Leave without pay shall be granted by the Board of Education upon request. It shall last no more than one (1) year. An additional year may be granted with Board approval.

An employee granted a leave shall give four (4) weeks notice of intent to return, and upon return shall receive the same salary as at the start of the leave.

## **XIII. ARTICLE XIII - GRIEVANCE PROCEDURE**

Every employee of the school district has the right to request a meeting with administration to resolve operational problems and differences. This grievance policy shall become Appendix A of this document.

#### **XIV. ARTICLE XIV - PERSONNEL FILES**

In the event any evaluation or comments are added to the personnel file of any of the non-teaching personnel in this unit, a copy is to be sent to that employee and he or she shall have the opportunity to respond to the statements.

No item will be placed in an employee's personnel file until it has been signed by the employee, unless the employee has failed to sign the item within 10 working days after the item has been submitted to the employee for signature.

Signature means only that the employee has seen the item, not necessarily that he or she agrees with it. Submission for signature will be done by Certified Mail, Return Receipt, to the employee's address as listed in District records, unless the employee wishes to sign the item promptly upon in-person submission by an Administrator.

#### **XV. ARTICLE XV - EMPLOYEE PROTECTION**

A. Upon the completion of a probationary period of six (6) months, which may be extended to one (1) year at the District's discretion upon two (2) weeks notification to the employee, all non-competitive and labor class employees shall be afforded the same rights as competitive employees under Section 75 of the Civil Service Law as it relates to removal and/or suspension. During such probationary period, the employment of the probationary employee may be terminated by the Board in accordance with law.

B. Notwithstanding the above, no employee's seniority rights under Civil Service Law shall be adversely affected.

C. Seniority shall be defined as time served with the employer from the employee's first date of hire.

D. Layoff Procedure – In the event of a layoff, all members of the bargaining unit shall be laid off by classification and title pursuant to Section 80, 80A and 81 of the Civil Service Law.

#### **XVI. ARTICLE XVI - EMPLOYEE BENEFITS**

##### **A. Retirement - See Appendix B**

The Board will provide Plan 75i, Death Benefit 60B, and Section 41J of the New York State Employees Retirement System. Attached as an Appendix is summary of such provisions. In the event of any difference between such summary and the actual statutory provisions, the latter shall govern.

##### **B. Life Insurance**

The Board will pay the full cost of \$70,000 term life insurance for all employees working at least twenty (20) hours per week.

C. Disability Insurance

Disability Insurance- The Board will pay the full cost of a long-term disability insurance policy for all employees working at least 30 hours per week. Such policy shall include an elimination period, no waiting period, with income payable as per the schedule of benefits. A copy of the disability policy will be kept on file in the business office.

D. Health Insurance

The Board will pay all premiums in the State-Wide Schools Cooperative Health Plan for all employees working at least twenty (20) hours a week, and their dependents.

The Board, at its option, may change carriers and select one or more insurance companies to provide health insurance coverage. The substitute carrier shall provide a substantially similar overall benefit package to that provided by SWSCHP. However, the Board may change co-pays and deductibles moderately for cost savings. The Board will provide four (4) month's notice of any change in carrier to provide opportunity for discussion by the parties. If the Irvington Clerical Unit feels the changes are other than moderate in nature, it may submit the matter to expedited arbitration.

In addition, all retired employees with ten (10) full-time years of service in the Irvington Schools, and their spouses shall receive the same coverage. A retired employee has the option to cover any additional cost for coverage of dependents whom the employee wishes to include subject to the terms of the insurance plan in effect.

1. Employees shall contribute towards their annual health insurance premiums on the following schedule:
  - a) 7/1/06 – 6/30/07 4% percent of appropriate premium, not to exceed \$600 whichever is less.
  - b) 7/1/07 – 6/30/08 4.5% of appropriate premium, not to exceed \$650 whichever is less.
  - c) 7/1/08 – 6/30/09 5% of appropriate premium, not to exceed \$700 whichever is less.
  - d) 7/1/09 – 6/30/10 5% of appropriate premium, not to exceed \$750 whichever is less.
  
2. Contributions to the cost of premiums will be made through biweekly payroll deductions.

For part-time employees (employees who work less than 20 hours per week) who elect to participate, the Board will pay a prorated portion of the premium paid by the Board, prorated according to their part-time employment, and the employee must pay the remaining amount or the contribution applicable to full-time employees, whichever is higher.

E. Dental and Optical Insurance

The Board shall contribute towards the Employee Benefit Fund per the following schedule:

Effective 7/1/06 \$950 per employee  
Effective 7/1/07 \$950 per employee  
Effective 7/1/08 \$950 per employee  
Effective 7/1/09 \$1,000 per employee

F. Employee Transfer

Regular ten-month (10) employees who transfer to twelve (12) month positions will receive full credit for all years of service.

G. Employee Resignation

Any employee who resigns but is reinstated within one (1) year shall receive all benefits he or she would have normally earned (i.e. sick leave, personal leave, vacation, etc.) had the employee not resigned.

H. Job Openings

Subject to the provisions of the Civil Service Law, employees shall have the first option to bid on such positions before outside help is considered. The employee shall submit his or her request for consideration to the Business Administration and Superintendent. Selection of employee applications will be based on seniority and qualifications and may also include successfully passing written and/or oral aptitude tests or actual performance tests administered uniformly to all applicants.

I. Board Obligations

As vacancies occur or different job opportunities are opened in the school system and the Board feels it necessary to fill such vacancy or job openings, a notice will be posted that the vacancy or job opening exists. During the summer months, all postings of vacancies or job openings will be mailed to the Union President.

J. Out-of-Title

Any employee required by the appropriate supervisor, in writing, to work out-of-title at a higher rate of pay for more than ten (10) consecutive working days shall receive the higher rate on the same step in the higher title retroactive to the first (1<sup>st</sup>) day.

Any employee substituting no less than ½ (one-half) day for the regular teacher due to the absence of the teacher shall be paid for ½ (one-half) day \$25 plus his/her normal pay and substituting for 1 (one) full day shall be paid \$50 plus his/her normal pay.

K. Payments in Lieu of Health Insurance

Full-time employees who are currently receiving family health insurance from the District and new full-time employees when first eligible for family health insurance and who opt out of the District's health insurance program for at least one year, shall receive a cash payment of \$3,500 or 50% of premium, whichever is greater, for the year they opt out of the health insurance program.

**XVII. ARTICLE XVII - ASSOCIATION RIGHTS**

A. The President of the Westchester Local 860 of the Civil Service Employees Association, Inc. or his or her designated agent or the designated Labor Relations Representative, shall have a right to visit facilities of the employer for the purpose of adjusting grievances.

B. Duly authorized representatives of the Association shall be permitted to transact official Association business directly to the administration of this Agreement on school property during the work day, but at reasonable times and in a reasonable manner that shall not interfere with or interrupt work of the individual duties and responsibilities of such representatives of school employees.

The Association shall certify to the Board the names of its authorized representatives and the staffs field representatives and the area in which their representation is effective. Should such representative not be available at a time when his or her services are required, an alternate designee may be named.

C. All Association members shall be allowed one (1) hour of work time a month for Association meetings which are to be held on or after 2:00 P.M. and shall be allowed the use of a district building to conduct such meeting.

D. The Association shall have the right to post notices and other communications dealing with proper and legal Association business on bulletin boards maintained on the premises and facilities of the Board reserved in an accessible place in each building for the exclusive use of the Association. These boards shall be paid for by the Association.

E. The President of the Association shall be notified of all new employees, and shall have the right to inform such employees of the Union and available benefits and to distribute relevant materials.

F. The President of the Association or his or her designated alternate may be given up to three (3) days off with pay in any year to attend CSEA conventions.

G. Pay Checks

Each ten (10) month employee will choose either a twenty-one (21) or twenty-five (25) pay check package by the end of the previous school year, in writing. Twenty-five pay checks will result in a balloon check at the end of June.

**XVIII. ARTICLE XVIII - MANAGEMENT OF THE SCHOOL DISTRICT**

The Union agrees that the management of the School District and the direction of the working forces in their normal duties shall be the sole discretion and is the sole responsibility of the Board, and agrees that all management rights (except as specifically limited by any of the provisions of this Agreement) are reserved to the Board, including among others, the right to hire new employees in accordance with the Civil Service Law, to promote, transfer, to discipline for just cause, or suspend for just cause, or discharge for just cause consistent with Civil Service Law, to assign work, to schedule employees' scheduled workweek or the working hours thereof, to lay off employees consistent with Civil Service Law. The Union further agrees that the enumerated management rights and powers shall not be deemed to exclude other management rights and powers not specifically enumerated herein.

**XIX. ARTICLE XIX - PREVIOUS PRACTICE CLAUSE**

All conditions of employment which have been in practice and are open and notorious within the District shall be maintained for the life of this contract except as provided by the express terms and conditions of this contract.

**XX. ARTICLE XX - COURSE OF STUDY**

Any employee who desires to undertake courses of study designed to enhance the ability of his/her job classification shall receive full reimbursement for tuition and books upon successful completion of the course(s), subject to the prior approval of the Board of Education.

**XXI. ARTICLE XXI - MANDATORY PROVISIONS**

Notice as provided by Section 204-A of the New York State Public Employees' Fair Employment Act:

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

**XXII. ARTICLE XXII - LABOR/MANAGEMENT COMMITTEE**

There will be a Labor/Management Committee consisting of representatives of the CSEA and the Board of Education. The purpose of such committee will be for a full discussion of any matter excluding grievances or negotiations.



**XXIII. TERM OF AGREEMENT**

The provisions of this Agreement shall become effective July 1, 2006, and shall remain in full force and effect through June 30, 2010.

Patricia Pincotto

CSEA

CLERICAL UNIT PRESIDENT

Yanya J. Hunt

IRVINGTON BOARD OF EDUCATION

Kay Spal

CSEA LABOR RELATIONS SPECIALIST

DATE: 6/30/2007

DATE: 7/10/2007

## APPENDIX "A"

### GRIEVANCE PROCEDURE

#### I. GRIEVANCE

The Board of Education of Irvington Union Free School District and the CSEA do hereby establish and adopt the following procedures for the orderly settlement of any grievance of all non-teaching employees covered by this Agreement.

#### II. DECLARATION OF POLICY

It is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of any differences, promptly and fairly, as they arise and to assure equitable and proper treatment of the members of the bargaining unit pursuant to established rules, regulations and policies of the District.

#### A) DEFINITIONS

1. Non-teaching Employee shall mean an employee or group of employees similarly situated in the bargaining unit.
2. Supervisor shall mean the person to whom the said employee is directly responsible.
3. Chief Administrator shall mean the Superintendent.
4. Representative shall mean the person or persons designated by the aggrieved employee as his or her counsel or to act and speak on his or her behalf.
5. Committee shall mean the CSEA Grievance Committee.
6. Grievance shall mean any claimed violation, misrepresentation or inequitable application of the Collective Bargaining Agreement.

#### B) BASIC PRINCIPLES

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. A non-teaching employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal. All hearings held prior to the review stage shall be strictly confidential.
3. Said employee shall have the right to be represented at any stage of the procedures by a person or persons of his or her own choice and/or by the Grievance Committee of the CSEA. All meetings held to resolve a grievance shall be open to the representatives of the aggrieved employee.

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. It shall be the responsibility of the Chief Administrator to take such steps as may be necessary to give force and effect to these procedures. Each supervisor shall have the responsibility to consider promptly each grievance presented to him or her and make a determination within the authority delegated to him or her within the time specified in these procedures.

6. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies, which relate to or affect the employee in the performance of his or her assignment. These procedures are not designed to be used for changing such rules or establishing new ones.

### III. PROCEDURES

#### Step 1

Within 30 calendar days of the date on which the act or omission actually occurred or when the employee or Union reasonably should have become aware of the act or omission, a written grievance shall be submitted by the employee or Union to the employee's immediate supervisor. The supervisor shall be allowed up to ten (10) calendar days in which to respond in writing. Failure to file a grievance within the time period shall constitute a waiver of a grievance unless mutually extended by the parties.

#### Step 2

Within ten (10) calendar days of the receipt of the previous response, the employee or Union may file a written appeal of such decision to the Superintendent of Schools (or designated representative). The Superintendent of Schools shall be allowed up to ten (10) calendar days in which to respond in writing.

#### Step 3

Within ten (10) calendar days of the receipt of the Step 2 determination, the employee(s) or Union, may request a meeting of representatives of the Board of Education for review and determination. The meeting shall be held within thirty (30) calendar days of the date of the request and a determination shall be rendered within five (5) calendar days of the date of the meeting.

#### Step 4

Within thirty (30) calendar days of the receipt of the Step 3 determination, the Union shall have the right to file a written Demand for Arbitration to the American Arbitration Association with a copy to the Clerk of the Board of Education, indicating a desire to proceed to final and binding arbitration.

The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association (AAA).

The cost of the Arbitrator shall be divided equally between the parties.

The Arbitrator shall not have authority to change or modify the Agreement.

## **APPENDIX B**

### **EMPLOYEE BENEFITS**

#### **SECTION 75i - RETIREMENT**

##### **TIER I**

Members are not required to contribute. Minimum retirement age is fifty-five (55). When a member retires with twenty (20) or more years of service, the retirement allowance (including annuity purchased by any Age Sixty (60) Plan Member contributions for service before April 1, 1960) is  $1/50^{\text{th}}$  of FAS for each year of service. The pension portion of this allowance cannot exceed seventy-five percent (75%) of FAS. (Members with fewer than twenty (20) years of service retire under the provisions of Section 75-e.)

##### **TIER II**

Normal retirement age is sixty-two (62). Members are not required to contribute. When a member retires with twenty (20) or more years of service, the retirement allowance (including annuity purchased by any Age Sixty (60) Plan Member contributions for service before April 1, 1960) is  $1/50^{\text{th}}$  of FAS for each year of service. (Members with fewer than twenty (20) years service retire under the provisions of Section 74-e.)

##### **TIER III**

You must contribute three (3) percent of your wages toward the support of retirement benefits. Contributions are not required after you have contributed for thirty (30) years.

A Tier III member must render at least ten (10) years of creditable service after July 1, 1973 and attain age sixty-two (62) in order to be eligible for a service retirement benefit.

If you have previously been a member of a public retirement system in New York, you must accumulate a total of ten (10) years of service which is creditable under CO-ESC (at least five (5) years of which is served after July 1, 1976) and attain age sixty-two (62) to qualify for a service retirement benefit.

#### **NORMAL SERVICE RETIREMENT BENEFIT**

If you retire at age sixty-two (62) with twenty (20) or more years of service, the normal service retirement benefit is a pension of  $1/50^{\text{th}}$  of your final average salary

times your years of credited service (up to thirty (30) years) less fifty (50) percent of the CO-ESC/Social Security retirement benefit.

If you retire at age sixty-two (62) or later with fewer than twenty (20) years of service, the normal service retirement benefit is a pension of  $1/60^{\text{th}}$  of your final average salary times your years of credited service.

### **EARLY SERVICE RETIREMENT BENEFIT**

This benefit, not payable before age fifty-five (55) is calculated as either of the above, without the Social Security reduction, and is reduced by  $1/15^{\text{th}}$  for each of the first two (2) years by which retirement precedes age sixty (60).

At age sixty-two (62) the benefit is further reduced by fifty (50) percent of the CO-ESC/Social Security retirement benefit.

### **TIER IV**

**Article 15** - Those who joined or rejoined the Retirement System on or after September 1, 1983.

A Tier IV member must have ten (10) or more years of credited service and be sixty-two (62) years of age or older in order to be eligible for a service retirement benefit. You are required to contribute three (3) percent of your gross salary.

With ten (10) years of service credit you are vested.

### **SERVICE RETIREMENT ALLOWANCE**

If you retire with twenty-five (25) years or more of service, your retirement benefit will equal two (2) percent of your final average salary multiplied by your years of credited service (not to exceed thirty (30) years) plus one and one-half (1.5) percent of your final average salary for years of service beyond thirty (30).

If you retire with fewer than twenty-five (25) years of service, your service retirement benefit will equal 1.66% of your final average salary multiplied by total years of credited service.

### **DEATH BENEFIT**

One month's salary for each year of credited service to a maximum of thirty-six (36) years.

### **SECTION 4IJ**

#### **TIER I, II, III**

This applies if the earning and accumulation of sick leave (prior to members retirement) were authorized by law, rule, regulation, written order or written policy. Allowable unused sick leave credit is limited to one hundred sixty-five (165) days and is applied as additional service credit on a calendar day basis. This time cannot be used to qualify a member for a benefit.

## **SECTION 60B**

### **TIER I**

This guaranteed minimum death benefit is applicable to members who die while in service, last joined or rejoined a public retirement system before July 1, 1973, last entered or re-entered the employ or a participating employer prior to April 1, 1982 and were in such employment on March 31, 1982, were under age sixty (60) when they began that employment, had at least ninety (90) days of continuous service within the fifteen (15) months preceding death.

In addition to the requirements for members who die while in service certain additional requirements must be met by a member not receiving salary on the date of death. Such a member must have had credit for at least one (1) year continuous service immediately before leaving employment, been employed within the twelve (12) months preceding death and not been otherwise gainfully employed. This death benefit is paid in place of the regular ordinary death benefit unless the regular benefit is greater. (In the event of accidental death, the accidental death benefit is payable.)

### **TIER II**

One (1) times one (1) year's salary after one (1) year service, two (2) times one (1) year's salary after two (2) months, three (3) times one (1) year's salary after three (3) or more years of service.

### **TIER III**

Benefit equal to  $1/12^{\text{th}}$  of the last year's salary for each credited year of service up to thirty-six (36) years. This benefit will be paid to the beneficiary or beneficiaries named by the member.

**IRVINGTON UFSD  
CLERICAL SALARY SCHEDULE**

**2006-07 3.50%**  
**10 MONTH**

Step	Office Asst	Comp. Aide	Library Clk	Tch. Aide	Clerk
1	\$27,584	\$29,923	\$26,591	\$21,553	\$21,564
2	\$28,963		\$28,109	\$22,936	\$22,812
3	\$30,412		\$29,627	\$24,315	\$23,950
4	\$31,933		\$31,144	\$25,693	\$25,141
5	\$33,529		\$32,629	\$27,069	\$26,329
6	\$35,206		\$34,196	\$28,471	\$27,527
7	\$36,965		\$36,454	\$30,520	\$29,366

**12 MONTH**

Step	Jr. Acct	Sec to sch	Off Asst/Auto	Sr. Acct Clk	Sr. Typ	Typist	Office Asst
1	\$47,126	\$39,303	\$38,016	\$36,726	\$36,712	\$33,449	\$33,101
2	\$49,383	\$41,562	\$40,271	\$38,989	\$38,317	\$35,061	\$34,756
3	\$51,635	\$43,812	\$42,521	\$41,239	\$39,917	\$36,660	\$36,494
4	\$53,889	\$46,068	\$44,779	\$43,496	\$41,525	\$38,273	\$38,320
5	\$56,149	\$48,325	\$47,035	\$45,752	\$43,139	\$39,889	\$40,235
6	\$58,400	\$50,579	\$49,290	\$48,006	\$44,740	\$41,500	\$42,247
7	\$61,328	\$53,506	\$52,442	\$51,389	\$47,354	\$44,010	\$44,358

**2007-08 3.75%**  
**10 MONTH**

Step	Office Asst	Comp. Aide	Library Clk	Tch. Aide	Clerk
1	\$28,618	\$31,045	\$27,588	\$22,361	\$22,373
2	\$30,049		\$29,163	\$23,796	\$23,667
3	\$31,552		\$30,738	\$25,227	\$24,848
4	\$33,130		\$32,312	\$26,656	\$26,084
5	\$34,786		\$33,853	\$28,084	\$27,316
6	\$36,526		\$35,478	\$29,539	\$28,559
7	\$38,351		\$37,821	\$31,665	\$30,467

**12 MONTH**

Step	Jr. Acct	Sec to sch	Sr. Acct Clk	Off Asst/A	Acct clk	Sr. Typ	Typist	Office Asst
1	\$48,893	\$40,777	\$39,442	\$38,103	\$38,089	\$34,703	\$34,342	
2	\$51,235	\$43,121	\$41,781	\$40,451	\$39,754	\$36,376	\$36,059	
3	\$53,571	\$45,455	\$44,116	\$42,785	\$41,414	\$38,035	\$37,863	
4	\$55,910	\$47,796	\$46,458	\$45,127	\$43,082	\$39,708	\$39,757	
5	\$58,255	\$50,137	\$48,799	\$47,468	\$44,757	\$41,385	\$41,744	
6	\$60,590	\$52,476	\$51,138	\$49,806	\$46,418	\$43,056	\$43,831	
7	\$63,628	\$55,512	\$54,409	\$53,316	\$49,130	\$45,660	\$46,021	

**2008-09 3.75%**  
**10 MONTH**

Step	Office Asst	Comp. Aide	Library Clk	Tch. Aide	Clerk
1	\$29,691	\$32,209	\$28,623	\$23,200	\$23,212
2	\$31,176		\$30,257	\$24,688	\$24,555
3	\$32,735		\$31,891	\$26,173	\$25,780
4	\$34,372		\$33,524	\$27,656	\$27,062
5	\$36,090		\$35,122	\$29,137	\$28,340
6	\$37,896		\$36,808	\$30,647	\$29,630
7	\$39,789		\$39,239	\$32,852	\$31,610

**12 MONTH**

Step	Jr. Acct	Sec to sch	Sr. Acct Clk	Off Asst/A	Acct clk	Sr. Typ	Typist	Office Asst
1	\$50,726	\$42,306	\$40,921	\$39,532	\$39,517	\$36,004	\$35,630	
2	\$53,156	\$44,738	\$43,348	\$41,968	\$41,245	\$37,740	\$37,412	
3	\$55,580	\$47,160	\$45,770	\$44,389	\$42,967	\$39,461	\$39,282	
4	\$58,007	\$49,588	\$48,200	\$46,819	\$44,698	\$41,197	\$41,248	
5	\$60,440	\$52,017	\$50,629	\$49,248	\$46,435	\$42,937	\$43,309	
6	\$62,862	\$54,444	\$53,056	\$51,674	\$48,159	\$44,671	\$45,475	
7	\$66,014	\$57,594	\$56,449	\$55,315	\$50,972	\$47,372	\$47,747	

**2009-10 3.50%**  
**10 MONTH**

Step	Office Asst	Comp. Aide	Library Clk	Tch. Aide	Clerk
1	\$30,730	\$33,336	\$29,625	\$24,012	\$24,024
2	\$32,267		\$31,316	\$25,552	\$25,414
3	\$33,881		\$33,007	\$27,089	\$26,682
4	\$35,575		\$34,697	\$28,624	\$28,009
5	\$37,353		\$36,351	\$30,157	\$29,332
6	\$39,222		\$38,096	\$31,720	\$30,667
7	\$41,182		\$40,612	\$34,002	\$32,716

**12 MONTH**

Step	Jr. Acct	Sec to sch	Sr. Acct Clk	Off Asst/A	Acct clk	Sr. Typ	Typist	Office Asst
1	\$52,501	\$43,787	\$42,353	\$40,916	\$40,900	\$37,264	\$36,877	
2	\$55,016	\$46,304	\$44,865	\$43,437	\$42,689	\$39,061	\$38,721	
3	\$57,525	\$48,811	\$47,372	\$45,943	\$44,471	\$40,842	\$40,657	
4	\$60,037	\$51,324	\$49,887	\$48,458	\$46,262	\$42,639	\$42,692	
5	\$62,555	\$53,838	\$52,401	\$50,972	\$48,060	\$44,440	\$44,825	
6	\$65,062	\$56,350	\$54,913	\$53,483	\$49,845	\$46,234	\$47,067	
7	\$68,324	\$59,610	\$58,425	\$57,251	\$52,756	\$49,030	\$49,418	

## MEMORANDUM OF UNDERSTANDING

Agreement has been reached, as follows between the Irvington Union Free School District Board of Education and the Irvington Union Free School District CSEA Clerical Unit as follows:

- 1) Delete Paragraph 2 of Article XVI, Section C, Disability Insurance which states

“If an employee has sick days remaining at the time long term disability is effective, he/she/may choose to have the Board pay the difference between his/her full salary and the Insurance Company payment of sixty percent (60%). If the Board pays the forty percent (40%) difference, the remaining accumulated sick leave will be reduced on a prorated basis.”

- 2) Add to Article XVI, Section C, Disability Insurance which states:

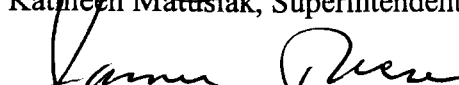
The Board will pay the full cost of a long-term disability insurance policy for all employees working at least 30 hours per week. Such policy shall include an elimination period, no waiting period, with income payable as per the schedule of benefits. The disability policy shall be on file in the business office.

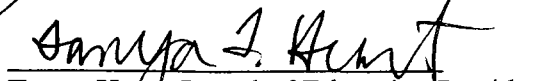
The Board shall provide three (3) months notice of any change in carrier or benefits to provide opportunity for discussion of the parties. If the Irvington Clerical Unit feels the changes are other than moderate in nature, it may submit the matter to expedited arbitration.

The terms of the agreement become effective upon approving and signing this Memorandum. All other provisions of the July 1, 2006 – June 30, 2010 collective bargaining agreement between the parties shall remain unchanged.

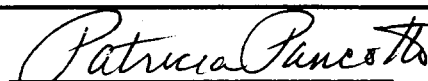
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Kathleen Matusiak, Superintendent

  
James Reese, Asst. Superintendent

  
Tanya Hunt, Board of Education President

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Patricia Pancotto, Unit President

  
CSEA Representative

9-1-07  
Date



