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

Title: **Phoenix Central School District and Phoenix Central School Clerical Association (2007)**

Employer Name: **Phoenix Central School District**

Union: **Phoenix Central School Clerical Association**

Local:

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

Expiration Date: **06/30/10**

PERB ID Number: **5940**

Unit Size: **17**

Number of Pages: **22**

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WC \ 5940

# *Agreement*

*Between*

*Phoenix Central School District*

*and the*

*Phoenix Central School  
Clerical Association*



**RECEIVED** *July 1, 2007 - June 30, 2010*

MAR 01 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

17



## Table of Contents

Article I	Agreement.....	1
Article II	Length of Agreement.....	1
Article III	Job Classification Covered by Contract .....	1
Article IV	Hours of Employment.....	1
Article V	Leaves and Vacations .....	2
Article VI	Retirement .....	10
Article VII	Health Insurance .....	10
Article VIII	Dental Insurance .....	10
Article IX	Vision Insurance .....	10
Article X	Life Insurance .....	11
Article XI	Long-Range Disability Insurance .....	11
Article XII	Salary Schedule - July 1, 2007 to June 30, 2010.....	11
Article XIII	Agency Fee .....	11
Article XIV	Employer's Rights .....	12
Article XV	Grievance Arbitration .....	12
Article XVI	Savings Clause.....	13
Article XVII	Agreements Between Public Employers and Employee Organizations.....	14
	Duration of Agreement (Signatures) .....	15
Appendix A	Clerical Salary Schedules 2007-08 through 2009-10 .....	16
Appendix A	Longevity .....	18



**ARTICLE I**

**AGREEMENT**

This Agreement, entered into this first day of July, 2007, is between the Board of Education of the Phoenix Central School District and the Phoenix Central School District Clerical Association.

**ARTICLE II**

**LENGTH OF AGREEMENT**

This agreement is for the period July 1, 2007 through June 30, 2010.

**ARTICLE III**

**JOB CLASSIFICATION COVERED BY CONTRACT**

**11 Months Service**

Secretary Stenographer to:	Principals
Clerk Typist to:	Directors Guidance Office Supervisor of Transportation Principals

**ARTICLE IV**

**HOURS OF EMPLOYMENT**

1. **Normal workday**

Seven and one-half (7 1/2) hours except for the summer months of July and August when the workday shall be seven (7) hours.

**ARTICLE IV (continued)**

2. **Work Week**

The regularly scheduled work week for all clerical employees shall be 37 1/2 hours per week for the period of September to June and 35 hours per week during the summer months of July and August.

3. **Eleven (11) month employees**

Eleven (11) month employees will work September 1<sup>st</sup> - June 30<sup>th</sup>, plus twenty (20) working days in the summer. The dates of the twenty (20) working days in the summer will be determined by the building principal or immediate supervisor/director (Plus the days described in Section 4 below.)

4. **Summer Schedule**

It is hereby understood that the Association members will help provide coverage in each building throughout the summer by arranging time off with their respective building administrators. The resulting work schedule will be submitted to the District Office by June 15 of each year. Furthermore, the Association agrees that its eleven (11) month members will work five (5) additional days in July and/or August in order to effectuate additional clerical building coverage. Such days shall be scheduled by the employees and the building administrator and shall be paid at the full per diem rate as is currently calculated for the month of July.

**ARTICLE V**

**LEAVES AND VACATIONS**

1. **Sick Leave**

- A. One day for each month employed to be used for illness of the employee or for illness in the employee's immediate family.
- B. Effective July 1 of each of the following school years, maximum accumulative sick leave to be:

<b>2007-2008</b>	<b>364 days</b>
<b>2008-2009</b>	<b>364 days</b>
<b>2009-2010</b>	<b>364 days</b>

**ARTICLE V (continued)**

C. Any employee leaving the District during the school year, either through termination or leave of absence without pay, shall, for that year, be entitled only to a proportionate amount of sick leave. The proportionate amount of sick leave shall be dependent on the number of months the employee was actually employed in a paid capacity during the year. It is understood that upon termination or the commencement of a leave of absence without pay, any employee who has used sick leave in excess of that to which he/she was entitled shall be obligated to repay the school district for such extra days.

D. Sick Leave Bank

a. There shall be established a Sick Leave Bank to be available to all classifications in Article III of this agreement. The intention of this Sick Leave Bank is to protect the members from financial burden due to major illness or injury. It is not intended to be a solution to the problem of the exhaustion of a member's sick days. (Note: For the provisions of this article, "serious illness or injury" shall be defined as one which is generally regarded as such by those in the medical profession.)

This Bank shall be administered by a committee consisting of two members of the unit, appointed by the President of the Association, and two administrators, appointed by the Superintendent. This committee shall review, and pass upon, applications for additional sick leave days submitted by the members of the Bank. The decisions of this committee shall be final, binding and not subject to the Grievance Procedure set forth in this agreement.

Each member of the staff covered by this agreement shall have the opportunity to select to participate in the Sick Leave Bank by filing a signed authorization statement no later than October 1 of each year. A member who begins employment after September 1 will have thirty (30) days from the beginning date of employment in which to sign such authorization.

Each member who elects to participate in the Sick Leave Bank shall contribute two (2) days of accrued sick leave during their first two years of participation. In subsequent years of participation, a member shall donate two days per year, only if the total number of days in the Sick Bank falls below 60 days.

## ARTICLE V (continued)

A member will not withdraw days from the Bank until his/her own accumulated sick leave is depleted. In any case, at least the first 30 days of serious illness or injury must be covered by the person's own accumulated sick leave or absence without pay.

Concurrently with the submission of a written request for additional sick leave, the member shall provide the Sick Leave Bank Committee with a medical report setting forth the nature of the illness or injury, the anticipated date of recovery and return to work and the date of initial incapacitation. In addition, the member shall supply a written report stating the number of accumulated sick days they have remaining on the date the request is submitted, the number of days used prior to the request and the number of additional sick days they are requesting. All such forms shall be submitted to the Superintendent, who shall, within five school days, call the Committee into session.

The maximum allocation from the Bank to any one employee shall be 30 days, with a possible extension of an additional 30 days under extraordinary circumstances.

- b. In the event that the committee cannot reach a decision, they shall confer with the Superintendent who shall cast the decisive vote based on all available information.
- c. At the end of this contract, this provision shall be continued only by an affirmative vote of both the Board and the Association. Should there be a disagreement, the issue will be put on the table for renegotiation.
- d. Unit members hired prior to July 1, 2002 who retire shall have the sick leave days that they contributed to the Sick Leave Bank restored and added to their sick leave accumulation for the purpose of improving their Health Insurance Retirement Payment, Art. V.6.

### 2. Maternity Leave

A Maternity Leave will be granted only to those persons who have received permanent appointment (employment beyond ninety (90) days) to their positions and subject to the following conditions:

Leave of absence without pay shall be granted upon request for maternity leave for a period not to exceed one year. Employees will be required to give a three month notice to the Board of Education, in writing, that a maternity leave is requested. The Board of Education reserves to itself the exclusive right to waive the three month notice when it deems it appropriate. This leave is subject to the following conditions.

**ARTICLE V** (continued)

- A. Pregnant members of this unit will be able to continue their employment up to the time of their requested leave of absence, provided that such person can furnish the certificate of their attending physician that they are physically capable of performing all the duties of their position. The district reserves the right to have this recommendation concurred in by a physician of the district's choosing.
- B. Return to duty will commence in one of the two following ways:
  - 1. At the completion of the requested leave-of-absence period.
  - 2. Following birth, provided that such member can furnish the certificate of their attending physician that they are physically capable of performing all the duties of their position. The District reserves the right to have this recommendation concurred in by a physician of the District's choosing.

3. **Personal Leave**

A personal leave will be granted only to those persons who have received permanent appointment (employment beyond ninety (90) days) to their positions, and subject to the following conditions.

The Board of Education may permit an employee a one year, or any part of, leave of absence without pay if the employee has been employed for at least two full years with the Board of Education. The employee must give a two months notice that a leave is requested, unless emergency conditions prevent such notice. The Board of Education reserves to itself the exclusive right to waive the two month notice when it deems it appropriate to the reason for the leave.

4. **Discretionary Leave**

Leaves, with or without pay, shall be considered on an individual basis by the Superintendent. The granting of such leave, with or without pay, shall be within the sole discretion of the Superintendent. Denial of such request shall not be subject to the grievance – arbitration procedure. Should such leave be approved by the Superintendent, it shall be without any penalty to the individual employee. There shall be no requirement of number of years of service in order to be eligible for such leave.

5. **Insurance Coverage (Maternity and Personal Leaves)**

Employees on approved Maternity and Personal Leaves may continue their health and other insurance coverage at the employee's expense.

**ARTICLE V (continued)**

**6. Health Insurance Retirement Payment**

A. Upon retirement, members of this unit will be eligible for payment towards the health and dental insurance in force for the district's employees based on meeting all of the following criteria:

1. A member of this unit, in order to be eligible for health and dental insurance retirement payment, must have been continuously employed by the Phoenix Central School District for 10 years. Board approved leaves during employment shall not be considered a break in continuous service nor shall such leaves count toward accumulative service.
2. The district shall make a 30% contribution toward single or 2 person health insurance premium for employees retiring after July 1, 2007 who have 20 or more years of continuous service with the Phoenix School District in the clerical unit. A retiring member meeting this criteria and electing to participate in a family health insurance plan shall receive an equivalent of a 30% 2-person district contribution.

A member must actually be retiring, not resigning. The person must actually file for and be eligible for retirement salary from the New York State Teachers' Retirement System or New York State Employees' Retirement System.

3. The employer's share of the cost will be based on the cash equivalent of the employee's accumulated unused sick leave. The maximum employer's yearly payment will not exceed the percentage paid by the employer for active employees for each year health insurance is in effect. The cash equivalent will be determined as follows: the total number of unused sick days at the final day of employment will be multiplied by \$158 per day effective July 1, 2002, \$168 per day effective July 1, 2003, and \$178 per day effective July 1, 2004. Effective July 1, 2007 the total number of unused sick days will be multiplied by \$188 per day. The employer's share will be paid yearly until the person's death or the cash accumulated sum is paid. Employees retiring prior to July 1, 1998 will continue at the per diem rate in effect at the time of retirement.
4. Unit members hired prior to July 1, 2002 who retire shall have the sick leave days that they contributed to the Sick Leave Bank restored and added to their sick leave accumulation for the purpose of improving this benefit. This number of days will not be deducted from the number of days in the sick bank. Unit members hired after July 1, 2002 will not have sick bank days restored.

**ARTICLE V (continued)**

5. Cash Benefit Option – After July 1, 2007, any member electing to retire before 20 years of consecutive service will have the option of receiving a cash lump payment each year to equal the amount of the employer's contribution toward an active employee's premium. This sum will be deducted from the cash equivalent of the dollar amount of the unused sick days calculated at the time of retirement.

Any member with 20 or more years of continuous service electing to retire before becoming Medicare eligible, can only use their accumulated sick day value calculated at the time of retirement for contributions toward health and dental insurance. Upon becoming Medicare eligible, the retiree will have the option of receiving a cash lump sum payment each year to equal the amount of the employer's contribution toward health and dental insurance toward an active employee's premium. This sum will be deducted from the cash equivalent of the dollar amount of the unused sick days calculated at the time of retirement.

Retirees shall have the opportunity to participate in the District's health and dental insurance plan at the group rate and at their own expense once the health account benefits have been exhausted.

7. **Personal Days**

- A. Five (5) days, for family illness, or urgent personal reasons. Personal leave not used during the school year shall be applied to accumulative sick leave. Any employee leaving the district during the school year, either through termination or leave of absence without pay, shall, for that year, be entitled only to a proportionate amount of personal days. The proportionate amount of personal days shall be dependent on the number of months the employee was actually employed in a paid capacity during the year.

It is understood that upon termination or the commencement of a leave of absence without pay, any employee who has used personal days in excess of that to which he/she was entitled shall be obligated to repay the school district for such extra days.

- B. Absence for personal reasons which may be approved by the immediate supervisor is limited to:
  1. Illness in immediate family.

**ARTICLE V (continued)**

2. Legal business – consultation with attorney, witness in court, closing with the sale or purchase of a house.
3. Dental or doctor appointments which cannot be scheduled outside of working hours.
4. Moving of household effects.

C. Days off require approval, in advance, by employee's immediate supervisor whenever possible.

8. Leave on Account of Death in Family

Employees will be allowed up to five (5) days of absence without loss of pay on account of death in the immediate family. (Immediate family is understood to include a parent, grandparent, guardian, spouse, child, grandchild, sister, brother, and respective in-laws.) One (1) additional day will be allowed for a close personal friend or family death other than in the immediate family, at the discretion of the Superintendent.

9. Holidays and Special Days (14 Days)

Labor Day	New Year's Day
Columbus Day	Martin Luther King, Jr. Day
Veterans' Day	Lincoln's Birthday
Thanksgiving Day	Washington's Birthday
Thanksgiving Friday	Memorial Day
Christmas Eve Day**	Good Friday
Christmas Day	Independence Day*

\*This holiday accrues only to 11 month personnel.

\*\*Should this day fall on a Saturday or Sunday, it shall be observed the previous Friday.

10. Vacations

A. 11 Month Full-Time Employees

1. 11 work days per year during first 10 years.
2. 13 work days per year from 11<sup>th</sup> year on.
3. 16 work days per year from 15<sup>th</sup> year on.

**ARTICLE V (continued)**

- B. One third of the employee's annual allotment of vacation days may be taken at the employee's discretion subject to the approval of the Superintendent of Schools.

11. **Snow Days**

- A. Snow days are work days. Absences due to snow days will be deducted from salary, personal, or sick days. All members shall receive one "emergency day" a school year which may be used in the event of an emergency closing of school due to inclement weather. Such day will be used at the discretion of the employee in the event of an emergency closing. This day may be utilized in half or whole day increments. This day will not accumulate from year to year.

The Superintendent retains the exclusive right to determine if the snowfall is sufficient to cancel work for a particular day. In such event, the radio announcement will identify that secretaries need not report to work, and on such a day, there will be no deduction of salary, personal, sick or "emergency" days.

- B. If there are either one (1) or two (2) unused snow days available on May 15, 2008, 2009, and 2010, one (1) day shall be added to the Memorial Day vacation. This determination shall be made and announced by the Superintendent as early as feasible, but by no later than May 15th.
- C. If the Teachers' Negotiated Agreement for the 2006-07 and 2007-08 school years contains the same or similar language on this issue having the same substantive effect as it did in the 1985-88 Teachers' Negotiated Agreement, then paragraph B above shall also be applicable to the Clerical Staff for the 2007-2010 school years.

12. **Family and Medical Leave Act**

In addition to the above stated leaves, in accordance with the applicable provisions of the Federal Family and Medical Leave Act of 1993 ("FMLA"), eligible unit members shall be entitled to up to twelve (12) weeks of unpaid leave for FMLA approved absences per year.

**ARTICLE VI**  
**RETIREMENT**

All eligible employees shall be enrolled in the appropriate Tier of the New York State Employee Retirement System. Those who are eligible shall also be enrolled in the new Career Plan 75i.

**ARTICLE VII**  
**HEALTH INSURANCE**

Effective July 1, 2007, the Board will pay 94% of the premiums of the Health Insurance Plan (Blue Cross/Blue Shield Central N.Y. Regionwide Plan).

The District will provide a Flexible Spending Plan as per Section 125 of the IRS Code. The administration costs of the plan will be paid by the District.

**ARTICLE VIII**  
**DENTAL INSURANCE**

The District will pay the following amounts annually for each single or family unit joining the District's dental plan:

Single	\$300
Family	\$600

If it is possible, the District will allow unit members (as a unit) to opt for any one (1) of the available Blue Shield of Central N.Y. dental plans.

**ARTICLE IX**  
**VISION INSURANCE**

Effective July 1, 1998, the District shall pay 100% of the premiums for the same Vision Plan currently provided members of the teachers' bargaining unit.

**ARTICLE X**  
**LIFE INSURANCE**

All unit employees working more than twenty (20) hours per week shall receive a life insurance policy, which includes an accidental death and dismemberment benefit. The cost of the policy shall be paid by the District. The coverage amounts shall be as follows:

2002-2003	\$11,000
2003-2004	\$13,000
2004-2005	\$15,000
2007-2010	\$15,000

In the event that any other collective negotiating unit in the district receives for its members an improvement in the policy, then the improvement for members of this unit working more than twenty (20) hours per week shall be increased to the same level.

**ARTICLE XI**  
**LONG-RANGE DISABILITY INSURANCE**

All employees working more than 30 hours per week shall be eligible to enroll in the district's Long-Range Disability Insurance Plan. In the event any negotiating unit in the district receives for its members an increase in the employee's contribution, the members of this unit shall receive similar benefits, effective on the beginning date for the other units. Effective July 1, 1992 the Board will pay 85% of the premium for those electing to participate in the Disability Program. Maximum monthly benefits deductibility insurance will be \$5,000.

**ARTICLE XII**  
**SALARY SCHEDULE – JULY 1, 2007 to JUNE 30, 2010**

Salaries for the duration of this contract shall be paid in accordance with Appendix A.

**ARTICLE XIII**  
**AGENCY FEE**

Effective July 1, 1991, the District shall deduct from the salary of each bargaining unit member who is not a member of the Association, a bi-weekly service fee as a contribution toward the administration of this agreement and the representation for such employee. The service charge, which shall be payable and forwarded to the Association, shall be an amount equal to the Association's regular bi-weekly dues.

## **ARTICLE XIV**

### **EMPLOYER'S RIGHTS**

The legal authority vested in the Board of Education by the Education Law shall not be abrogated by this agreement. It is understood and agreed that all the rights, powers and authority possessed by the District prior to this Agreement remain vested in the District, whether previously exercised or not, unless specifically altered by this Agreement.

## **ARTICLE XV**

### **GRIEVANCE/ARBITRATION**

#### **Definition of Grievance**

A grievance is a dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement.

#### **Procedure**

For the raising and processing of a grievance:

#### **Step 1 – Informal Stage**

A grievance shall first be discussed orally by the grievant, with or without representation by the Association, and the immediate supervisor.

#### **Step 2 – Formal Stage**

- A. Any grievance not resolved in Step 1 shall be reduced to writing, signed by the employee, and presented to the Chief School Administrator or his designee within thirty (30) days following the occurrence giving rise to the grievance. The written grievance must be signed together with a statement of the facts surrounding the grievance. If a grievance involves all members of the bargaining unit, the Association may file the written grievance.
- B. The Chief School Administrator will call a meeting of the parties within twenty (20) days of the date of presentation of the written grievance. The Unit president will be present at this meeting.
- C. Within ten (10) regular work days after the meeting, the Chief School Administrator will deliver his decision in writing to the grievant with a copy to the Unit president.

## **ARTICLE XV (continued)**

### **Step 3 – Arbitration**

- A. If the grievance remains unresolved after the conclusion of Step 2, the Association may, within a time limit of twenty (20) calendar days after receipt of the Step 2 answer, submit the unresolved grievance in writing (copy to the Chief School Administrator) to a mutually agreed upon arbitrator, or, if none, to the American Arbitration Association.
- B. The arbitrator selected shall hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him.
- C. The decision or award rendered by the designated arbitrator shall be advisory only and non-binding on the parties.
- D. The fees and expenses of the arbitrator will be shared equally by the Board and the Association.
- E. The Association shall have the option of waiving the Step 3 advisory arbitration state, and proceed directly from Step 2 to Step 4.

### **Step 4 – Appeal Stage**

Within fifteen (15) school days after receipt of the arbitrator's recommendation, or after receipt of the Chief School Administrator's decision in Step 2, in the event that Step 3 advisory arbitration is waived, the Board will hold an executive session on the grievance. Within fifteen (15) school days after the session, the Board will issue the final decision on the grievance.

## **ARTICLE XVI**

### **SAVINGS CLAUSE**

Should any term or provision of this Agreement be in conflict with any State or Federal statute or other rule or regulation which is legally binding upon the Board, then such law or rule or regulation shall prevail and the conflicting term or provision of this Agreement shall be deemed null and void. However, all other terms and conditions of this Agreement shall continue in full force and effect. In such a case, the parties will meet to negotiate a legal replacement, if possible, for such illegal or invalid provision or section. It is understood that such negotiations shall be strictly limited to the particular provision or section which was declared illegal and that no other provision or section of this Agreement shall be affected or subject in any way to renegotiation.

**ARTICLE XVII**

**AGREEMENTS BETWEEN PUBLIC EMPLOYERS  
AND EMPLOYEE ORGANIZATIONS**

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

**ARTICLE XV111**

**EVALUATIONS**

An acceptable evaluation tool will be jointly created and mutually agreed upon by the District and the Clerical unit to be used for the purpose of a yearly evaluation of members of the clerical unit. All yearly evaluations shall be conducted by June 1, of each school year.

**DURATION OF AGREEMENT**

**This contract shall be effective as of July 1, 2007 and shall continue in effect through June 30, 2010 without any rights or reopeners or amendments reserved to either party. This negotiating unit shall enjoy a period of unchallenged representation up to seven months prior to the contract expiration as called forth by the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act).**

**Phoenix Central School  
Clerical Association**

**Board of Education**

**By:**

**By:**

*Michelle L. Goodfellow*  
President

Oct. 15, 2007  
BOE Ratification Date

*Rosanne K. Green*  
Negotiating Representative

*Pat Fauci*  
Superintendent of Schools

*Margo M. Strie*  
Negotiating Representative

Dated this 20 day of December 2007.

**APPENDIX A**

**CLERICAL SALARY SCHEDULES  
2007-2008 through 2009-2010**

Effective July 1, 2007 new hires to the clerical unit will be hired in accordance with the following schedule:

- A. Starting salary for the duration of this contract will be \$27,000
- B. Effective July 1, 2007, the following salary step schedule will take effect:

Step 1	\$27,000 (Probationary)	\$27,600 (Permanent)
Step 2	\$29,500	
Step 3	\$32,000	

An individual will start on step one in the first year of clerical service and be awarded one step in each subsequent school year until reaching step 3. After the third school year of employment, the employee will receive the negotiated increase off step in accordance with the rest of the clerical unit and any longevity thereafter. No individual will be awarded steps for service and/or experience outside the Phoenix Central School District.

Any member off the salary step schedule will receive an increase in base salary of 3.6% for the 2007-2008 school years, a 3.9% increase for the 2008-2009 school years, and a 4% increase for the 2009-2010 school years.

All clerical employees will work 37 1/2 hours per week (September – June) and 35 hours per week during the summer months (July – August).

Employees hired prior to July 1, 2007 will be paid in accordance with the following salary schedules for the duration of this agreement.

	<u>Permanent</u>
I. STENOGRAPHER*	
Effective 7/1/2007	\$38,880
Effective 7/1/2008	\$40,396
Effective 7/1/2009	\$42,012
II. CLERK TYPIST*	
Effective 7/1/2007	\$37,841
Effective 7/1/2008	\$39,317
Effective 7/1/2009	\$40,889

\* Does not include the salary for the five (5) additional days worked during July and August that were first initiated in 1990.

**APPENDIX A (continued)**

The following points should be recognized concerning the clerical salary schedule:

1. A ninety (90) day probationary period will be in effect for new employees. The probationary salaries will be \$600 per year less than the regular, permanent job rate.
2. The job classifications of Stenographer and Clerk Typist will work eleven (11) months per year and five (5) additional days in July and/or August per year.
3. The position at J. C. Birdlebough High School currently titled "Clerk Typist and Attendance Clerk" will be retitled "Clerk Typist" effective July 1, 1998 and compensated at the same rate as all other Clerk Typist positions with the same work year and the same other terms and conditions of employment as all other Clerk Typists (i.e., eleven months and five days in the work year).

**APPENDIX A (continued)**

**LONGEVITY**

A longevity bonus in the amount of \$250.00 will be paid annually to employees who have completed five (5) years of service.

An additional longevity bonus in the amount of \$250.00 will be paid annually to employees who have completed ten (10) years of service.

An additional longevity bonus in the amount of \$350.00 will be paid annually to employees who have completed fifteen (15) years of service.

An additional longevity bonus in the amount of \$350.00 will be paid annually to employees who have completed twenty (20) years of service.

An additional bonus in the amount of \$350 will be paid annually to employees who have completed twenty-five (25) years of service.

Longevity stipends will be paid in the first pay period of December of each year. Unit members will be paid at the appropriate longevity lever for the school year-i.e. when an employee's anniversary date falls after December but before July 1<sup>st</sup> the employee will be paid the full stipend amount in December.

In addition, two (2) years of Teacher Aide service will equal one (1) year of clerical unit service for longevity stipend purposes, provided there was a Board of Education appointment resolution processed.