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Union: Oyster Bay-East Norwich Central School District Clerical Unit, CSEA, AFSCME, AFL-CIO

Local: Nassau County Educational Local 865, 1000

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AGREEMENT

by and between the
BOARD OF EDUCATION

of the
OYSTER BAY-EAST NORWICH
CENTRAL SCHOOL DISTRICT

and
CSEA Local 1000 AFSCME,
AFL-CIO

Oyster Bay-East Norwich CSD Clerical Unit
Nassau County Educational Local 865

July 1, 2008 - June 30, 2011
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AGREEMENT made this ___ day of _____________, 2008 by and between the Board of Education, Oyster Bay-East Norwich Central School District, New York, Town of Oyster Bay, County of Nassau, State of New York, hereinafter referred to as the “School Board” and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as the “Association.”

ARTICLE I - Recognition

The School Board hereby acknowledges that the Association represents a majority of the Clerical Personnel employed by the School Board during the regular school session. Accordingly, and in compliance with Article 14 of the Civil Service law, the School 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 implementation of this agreement.

ARTICLE II - PROCEDURES

SECTION 1 - Conduct of Negotiations

A. The Association and the School Board shall each designate a Negotiating Committee. Each Negotiating Committee shall be empowered to make firm recommendations to the Association Membership and the School Board, respectively, after negotiations.
B. The parties shall meet jointly in negotiating session to negotiate wages, hours and terms and conditions of employment, and the methods and procedures for the administration of grievances under the Agreement. Such negotiating sessions shall be held by mutual agreement. If an Agreement has not been concluded by February 15th, the parties shall establish a schedule of negotiating sessions to be held at mutually agreed upon times and places to conclude the Agreement before the Impasse Date. The committees may mutually agree to waive any meeting.

C. Each party may avail itself of such technical and professional assistance as it, in its discretion, deems necessary. Such persons may be present at the negotiating sessions.

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

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

F. Decisions or firm recommendations, as the case may be, reached at negotiating sessions by the committees shall be reduced to writing and presented to the Association and School Board for final approval. Until such decisions or recommendations are initialed by representatives of the Association and School Board, they shall not be released for publication as the final decision of either party.
G. The Agreement, as approved by the School 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 School Board may desire. The parties shall exchange signed copies of the Agreement.

Section 2 – Resolution of an Impasse

A. An impasse may be deemed to exist if no agreement is reached at least sixty (60) days prior to the budget submission date.

B. In the event that impasse is declared or exists, the parties may meet, informally and confidentially, with a third party in accordance with those provisions of the Taylor Law concerning Impasse, in an attempt to resolve the issues which led to the impasse.

C. In the event that an impasse still remains, the parties agree that the statutory procedures then in force and effect under the laws of the State of New York will be followed until the impasse is resolved.

ARTICLE III – Definitions


B. “Chief School Administrator” shall mean the Superintendent of Schools, who is the executive officer of the Board of Education.

C. “Employee” shall mean clerical personnel of Oyster Bay-East Norwich Central School District who are employed under Civil Service Regulations.
D. "Supervisor" shall mean any person who is assigned to exercise any level of
supervisory responsibility over clerical personnel.

E. "Grievance" shall mean any violation 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 term shall not include any matter involving an employee’s
rate of compensation, retirement benefits, or disciplinary proceeding.

ARTICLE IV – Working Conditions

Section 1

A. Clerical employees shall work thirty-five (35) hours (working hours) exclusive of
lunch periods from Monday through Friday of each week.

B. Reporting and leaving times will be arranged to best meet the needs of the
school district.

Section 2

The Building Principal will arrange for an appropriate lunch period of one (1) hour
for each clerical employee in his/her building. The Assistant Superintendent will
arrange for an appropriate lunch period of one (1) hour for each Central Office clerical
employee.

Section 3

Time-and-one-half pay shall be provided for all overtime work beyond seven (7)
hours in any given day, or for all work prior to the regular starting time or after the
regular quitting time. Any hour over one-half hour shall be compensated to the next
hour. Overtime must be authorized by the Building Principal, Assistant Superintendent and approved by the Superintendent of Schools or his designated appointee. Requests for overtime shall be made on the proper form twenty-four (24) hours in advance, except in extreme emergencies.

When a clerical employee works on a scheduled paid holiday, he/she will be paid the base rate of pay plus time-and-one-half the base rate of pay. For work on such holidays, he/she will be guaranteed a minimum of four hours, or any time worked over four hours will constitute a full day.

Section 4

Clerical employees shall have a coffee break not in excess of fifteen (15) minutes each morning. Coffee break schedules shall be established by the Building Principals for school building clerical employees. The Assistant Superintendent shall establish schedules for Central Office clerical employees.

Section 5

Any clerical employee working above title, due to an extended absence of a senior employee, excluding vacations, for a continuous period in excess of 10 days, shall be compensated for that period of time in excess of 10 days at a rate equal to the grade of the position being filled and at the substitutes' experience salary step. In cases of catastrophic illness, when the District is aware that an employee will be out for extended period, the individual assuming the higher level of duties shall be paid at the above title rate on the fifth (5th) day.
Section 6

Summer Hours: During the period from the first Monday after school closes through the last Friday before school reopens, clerical employees will go to a four-day 32 hour workweek with Friday off. Hours will be from 7:00 AM to 3:30 PM or 7:30 AM to 4:00 PM.

Section 7

Personnel Protection: A fund to be set up to protect employees and their property while they are on school grounds, with a "protective cap" of $1000 for the clerical unit for each year of the contract.

The District will allow for protection for damage due to weather-related issues where the District could have taken measures to protect property (such as pruning tree limbs).

ARTICLE V – Vacations

Section 1

A. Vacation allowances from date of employment shall be as follows:

2 weeks annual leave after one full year of service
3 weeks annual leave after five full years of service
4 weeks annual leave after ten full years of service

B. If a clerical employee completes his/her fifth (5th) year of employment on a date other than June 30th, for the first year following the aforesaid anniversary dates, he/she shall be entitled to additional vacation days as follows:
If 5th year Anniversary Add This Number of Date Occurs on or Before Vacation Days
August 31 5
October 31 4
December 31 3
February 28 2
April 30 1

C. If a clerical employee completes his/her tenth (10th) year of employment on a date other than June 30th, for the first year following the aforesaid Anniversary dates; he/she shall be entitled to additional vacation days as follows:

If 10th Year Anniversary Add This Number of Date Occurs on or Before Vacation Days
August 31 5
October 31 4
December 31 3
February 28 2
April 30 1

**Section 2**

If a legal holiday (s) should occur during a vacation period, such vacation shall be extended one day for each such holiday, unless requested at some other specific time during the same school year.

**Section 3**

If a starting date for full-time employment occurs on or prior to the 15th day of the month, a full day of vacation shall be credited for that month. If a starting date is after the 15th, there will be no vacation credited for that month. In no event, however, shall new employees accrue more than a ten-day vacation period (total) during their first year of employment. The same principle shall apply to computing vacation
allowances for the last month of employment preceding termination of employment.

Section 4

An employee resigning, providing he/she has given the school district ten (10) working days notice, in writing, or an employee discharged shall, at the termination of his/her duties, be compensated in full for all prior years and current years vacation subject to the provisions of Sections 1, 2, and 3 of this Article (Article V – Vacations).

Section 5

Vacations shall be taken at such time as may be approved by the Superintendent of Schools.

Section 6

Annual vacation compensation will be paid together with the employee’s last paycheck prior to the start of his/her approved vacation if such action is requested in writing at least ten (10) days prior to the date of the last regular paycheck.

Section 7

An additional one (1) week vacation, without pay, will be granted upon request and at the discretion of the Immediate supervisor with the approval of the Superintendent of Schools or his/her designated appointee.

Section 8

One week of an earned three-week vacation or two weeks of an earned four-week vacation may be taken any time during the school year at the request of the employee and at the discretion of the employee’s Immediate supervisor and with the
understanding that employees who do not take their regular summer vacations may be reassigned to district-wide duties during the summer months.

Section 9

Vacation periods may be requested by individual employees for periods other than those provided under existing policies. Such requests must be received by the Superintendent or his/her designee, in writing, at least 60 days prior to the starting date of such vacation. A written reply from the Superintendent or his/her designee will be forwarded to the employee at least 30 days after the receipt of such requests.

ARTICLE VI - Grievances

Grievances shall be administered in accordance with the following:

Grievance Procedures:

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 of Education hereby establishes the following procedures, rules and regulations:

Definitions

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

3. "Employee" shall mean any non-teaching employee of Oyster Bay-East Norwich School District who is employed under Civil Service regulations.

4. "Supervisor" shall mean any person who is assigned to exercise any level of supervisory responsibility over non-teaching employees.

5. "Grievance" shall mean any violation 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 term shall not include any matter involving an employee's rate of compensation, retirement benefits or disciplinary proceeding.

Basic Principles

1. Every employee shall have the right to present his/her grievance to his/her employer in accordance with the provisions of this policy, free from interference, coercion, restraint, discrimination or reprisal, and the grievance procedure established under this policy shall provide the right to be represented at all stages.

2. It shall be the responsibility of supervisors, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as is practicable, appropriate authority shall be delegated to such supervisors to enable them to carry out the purposes of this policy.
3. It shall be the responsibility of the Chief School Administrator to take such steps as may be necessary to give force and effect to these provisions.

**Procedural Requirements**

Basic grievance procedure shall provide for at least two procedural stages and an appellate stage for the settlement of grievances as set forth in this policy.

**First Stage**

The first procedural stage shall consist of the employee's presentation of his/her grievance to his/her immediate supervisor who shall, to such extent, as he/she may deem appropriate, consult with his/her superiors. The discussion and resolution of grievances at the first stage shall be on an "oral and informal" basis. If such grievance is not satisfactorily resolved at the first stage, the employee may proceed to the second stage.

**Second Stage**

The second procedural stage shall consist of a request by the aggrieved employee for a review and determination of his/her grievance by the Assistant Superintendent. In such case the aggrieved employee and his/her immediate supervisor shall each submit to the Assistant Superintendent a written statement setting forth the specific nature of the grievance. Thereupon, the Assistant Superintendent or his/her designee, shall, at the request of the employee, hold an informal hearing at which the employee, and in accordance with the provisions of the grievance procedure, his/her representative may appear and present oral and/or written statement or arguments. The final determination of the second stage of such grievance proceeding
shall be made by the Assistant Superintendent or his/her designee.

Third Stage

If such grievance is not satisfactorily resolved at the second stage, the aggrieved employee may submit a request to the Chief School Administrator for his/her determination. All written statements concerning the case shall be forwarded to the Chief School Administrator. He/she may request additional information and may call a hearing and shall make his/her determination.

If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the review stage.

Review Stage

There is hereby established an impartial review panel consisting of four members. Two members will be elected by the employees (one from each of the following groups: clerical, custodial). The Chief School Administrator shall appoint two members. Each person shall serve for two years. The panel shall elect its own chairperson.

In the first year, the people elected and appointed shall draw lots for a one-year or two-year term.

The aggrieved employee may make a written request to the chairman of the Review Panel. The panel may request additional information and may call a hearing. The determination of the Review Panel shall be sent to the Chief School Administrator for a final determination.
If the grievance is still unresolved, the aggrieved employee may appeal to the Board of Education.

**Board Stage**

The aggrieved employee may make a written request to the board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education. The Board may request additional information and may call a hearing. The Board of Education shall render a final decision within ten (10) working days.

**Amendments**

These procedures may be amended at any time by the Board of Education. The non-teaching staff may also submit proposed amendments to the Board of Education for consideration.

**Distribution of Procedures**

A Copy of these procedures and any amendments thereto, shall be distributed to all members of the non-teaching staff and shall be filed with the State Civil Service Commission and the Clerk of the school district within fifteen (15) days after their adoption. The procedures shall be open to public inspection, at reasonable times, with the Clerk of the district or at the office of the Chief School Administrator.
Non-Teaching Employees Grievance Procedures

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<tr>
<td>Review Stage Unsatisfactory</td>
<td>Additional Information &amp; Possible Hearing</td>
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ARTICLE VII – Promotions

Section 1

Members of the Clerical Staff will be informed of all employment vacancies on all grade levels.

Section 2

When promotions take place, salaries shall be compensated on a lateral move, i.e., from the present step to the same step of the next title schedule.

Section 3

In filling vacancies by promotion, the procedures and conditions in Section 52 of the New York State Civil Service Law shall be followed.
ARTICLE VIII — Protection of Non-Teaching Employees

Section 1

Seniority shall be based on the date of commencement of employment in the district. If layoffs become necessary within the district, provisional and probationary employees within the same Civil Service Title shall be laid off before any permanent employees. If, after all provisional and probationary employees have been laid off and other reductions in the work force are necessary, the employer shall lay off in accordance with the principles of seniority within the district and within similar Civil Service titles. The last person hired shall be the first person laid off, and the last person rehired.

Section 2

No clerical employee shall work alone in a building or isolated area when possible.

Section 3

A. Clerical employees shall be required to report all cases of assault injuries suffered by clerical employees while on duty and/or civil action filed against them in connection with their employment to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report within three (3) days.

B. The school counsel shall inform the employee immediately of his/her rights under the law.

C. The School Board agrees to provide legal counsel to defend any employee in any action taken against a student or individual by such an employee.
ARTICLE IX—Paid Holidays

A schedule of paid holidays acceptable to the Board of Education for the three (3) school years covered by this contract shall be submitted on or before April 30th of each school year. This schedule shall include Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Years Day, Martin Luther King, Jr. Day, Memorial Day and seven (7) additional days totaling seventeen (17). An additional floating holiday will be added to the holiday schedule.

ARTICLE X—Non-Attendance

Section 1—Conferences

A. One (1) employee from each school office and up to three (3) employees from the Central Office, who are members of the Long Island Association of Educational Secretaries, will be permitted to attend the north Nassau Zone Conference of the said Association with the approval of the immediate supervisor of the said employee and the Assistant Superintendent. Request for such approval shall be submitted in writing at least two (2) weeks in advance.

B. The President of the Association or his/her designee, shall be entitled to attend professional conferences with which the Association is affiliated, without loss of regular pay, for a period of time not to exceed three (3) days during the contract year. Written notice from the person attending the conference shall be sent to the Superintendent of Schools at least seven (7) working days prior to the first day of absence.
Section 2 – On-The-Job Injuries

A. For absences due to on-the-job injuries, clerical employees shall receive a maximum of five (5) days leave, without loss of pay. This leave resulting from on-the-job injuries shall not be deducted from accumulated sick leave nor shall it be cumulative.

B. On-the-job injuries resulting in a period of absence in excess of five (5) days shall be governed by the provisions of the Workers' Compensation laws. Clerical employees shall receive the difference between Workers' Compensation benefits and their full salary after the five (5) day period of absence and for the duration of time for which coverage is provided under Workers' Compensation.

C. No sick days shall be deducted from employee's sick leave for such Injury during the duration of time for which coverage is provided under Workers' Compensation Law.

Section 3 – Illness of Death of Family Member

A. For all absences due to illness or death in the immediate family, five (5) days leave without loss of pay shall be allowed annually.

B. Family Illness: To give employees the option to use up to five sick days for serious family illness, with verification from a certified health care professional to be provided by the employee's supervisor.

C. The "immediate family" includes wife, husband, father, mother, brother, sister, son, daughter, mother-in-law, father-in-law, grandchildren or other relatives living under the same roof, or a person who exercised parental control over the individual as a minor for five (5) years or more.
D. The number of days allowed for illness or death in the immediate family shall not be cumulative.

1. For absences due to death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparents, aunt, uncle, niece, nephew or cousin, one (1) day leave without loss of pay shall be allowed.

2. The number of days allowed for death of relatives other than immediate family as defined heretofore shall not be cumulative.

Section 4 – Personal Illness

A. Regularly employed full-time clerical personnel shall be entitled to approved absences of twelve (12) working days per year, cumulative to two-hundred (200) sick-leave days without loss of salary.

B. For individuals with 100 days of accumulated sick days, half the unused sick days for that year (maximum of 6 days) may be reimbursed at the daily per diem pay if the employee chooses to turn in these days.

C. Employees absent for more than five (5) consecutive working days because of personal illness shall be required to submit a doctor’s certificate as evidence of such illness.

Section 5 – Absence for Personal Business

A. For absences due to urgent personal business, two (2) days leave without loss of pay shall be allowed annually provided written notice is given the employee’s immediate superior, forty-eight (48) hours in advance and that the
Immediate superior and the Superintendent of Schools or his/her designee grant approval. In the event of an emergency, the aforementioned forty-eight (48) hour notice would, at the discretion of the immediate supervisor, the Superintendent of Schools or his/her designee, and upon written request of the employee, be waived. The aforementioned request should include a statement of the nature of the emergency.

B. Unused personal days may be accumulated to a maximum of four (4).

C. At the end of the year, unused personal days in excess of four (4) will be added to the employee’s sick day bank.

Section 6 – Absences for Extended Illness

A clerical employee who will exhaust his/her accumulated days for personal illness shall submit a letter to the Superintendent of Schools requesting that he/she be placed on the plan as described below for extended illness according to the employee’s years of service in the Oyster Bay-East Norwich Central School District and its predecessor districts, if applicable. The Superintendent of Schools may grant the benefits of the plan described herein to said employees who apply for same in accordance with the following procedures.

A. A statement from the employee’s attending physician should accompany the request. The physician’s statement should describe the nature of the illness, the possible duration of the illness and an estimated time when the employee might reasonably be expected to resume his/her duties.
B. An extended illness is defined as an illness of thirty (30) or more consecutive calendar days.

C. An extended illness must be verified in a written statement by the employee's attending physician. In the case of continued illness, the Superintendent may request the employee to provide additional verification from the attending physician. The Board of Education reserves the right to have the employee examined by a physician of its own choosing. In the event of a difference opinion between physicians, the opinion of the Board's physician shall prevail.

D. An individual who has been on extended sick leave and has returned to work, who suffers a relapse or recurrence of the same illness, may request one continuance of the unused portion of the extended leave provisions by submitting a request and a statement from the attending physician with the same information as requested initially. Such continuance must be requested within ten (10) working months of the first day of extended sick leave. Upon approval of the superintendent of Schools, the employee will then receive the benefits at the point reached when he/she returned to duty prior to the relapse or recurrence of the illness.

**Schedule of Payments**

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<tr>
<td>15-19 years</td>
<td>Full</td>
<td>Full</td>
<td>¾</td>
<td>½</td>
</tr>
<tr>
<td>20+ years</td>
<td>Full</td>
<td>Full</td>
<td>¾</td>
<td>¾</td>
</tr>
</tbody>
</table>
Limitations and Conditions

A. Monthly Payments to any individual shall not be in excess of 60% of salary for employees having 75 or more accumulated sick days at the onset of the illness, 50% of salary for employees with 50 or more accumulated sick days at the onset of the illness. Employees with less than 50 accumulated sick days at the onset of illness shall be paid $1,443.38 per month. These amounts will be increased annually by the CPI used for transportation contracts as per the SED numbers.

B. Monthly payments will be made during the period the employee is legally entitled to payments.

C. Payment under this policy will be less any amount received by the employee from Workers’ Compensation or any insurance provided by and paid for in full by the Board of Education or prorated if partial payment is made by the Board of Education.

D. In the event that there is a third party action available to the employee who may be injured in an accident, the school district shall be reimbursed for out-of-pocket expenses from the proceeds received by the employee as a result of lost work time by reason of such action he/she may take against any such third party.

E. No employee will accrue sick days while receiving the benefits of this policy.
Reinstatement of Provisions

A person who has exhausted the provisions of this extended illness policy may be eligible for the reinstatement of its provisions after the employee has completed an additional two years of continuous full-time service within the district.

Section 7 – Court and/or Governmental Agency Appearances

The number of days necessary will be allowed without loss of pay 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 subpoenaed to appear as a witness before a Grand Jury. (Federal, State or County).

C. The employee is subpoenaed to appear as a witness to testify facts and/or testimony of general interest for a Federal, State or County Grand Jury.

D. If an employee is required by court order or subpoena to appear before a Federal, State, County, Town or Village Agency and is not personally involved, he/she shall do so for the number of days necessary without loss of personal business days or salary.

E. Fees received shall revert to the district.

Section 8 – Absence for Religious Holidays

A. Any absence because of religious holidays shall be deducted from sick days or personal leave allowance.
B. Prior notice of absence is to be given to the individual's immediate supervisor.

Section 9 – Special Absence

If employees request time off in special situations such as: the day before New Years, the day after New Years (if school is not in session), this may be permitted provided:

A. That a minimum staff can maintain the operation of the schools and offices on the day requested.

B. Not all personnel will be off at one time.

C. Request will be granted on the basis of equal opportunity for all employees.

D. The employee charges the absence to personal business.

Section 10 – Absences without Prior Notification

For any absence without prior notification, full pay shall be deducted.

Section 11 – Deductions for Unexcused Absences

Salary for unexcused absences or absences beyond the number of days allowed will be deducted from the employee’s salary.

Section 12 – Child Care Leave Upon Request

Tenure and non-tenure clerical employees will be granted leaves of absence without pay not to exceed one (1) year. The employee shall be reinstated in the same or comparable position upon his/her return providing a three (3) month notice of the employee’s intention is provided to the Superintendent of Schools, in writing. Employees shall request such leaves as soon as the pregnancy or adoption is known.
Section 13 – Leave of Absence for Health Reasons

The Board of Education may grant a leave of absence for health reasons. The request for a leave and an affidavit form the attending physician shall be submitted to the Superintendent of Schools.

Section 14 – Jury Duty

Any clerical employee who is summoned for jury duty will be granted a leave for the time requested and will receive his/her regular pay for the days required as a juror. Any remuneration received by the employee shall revert to the school district.

Section 15 – Blood Drive

The district will allow employees to give blood for the School District Blood Drive during working hours.

ARTICLE XI – INSURANCE

Section 1 – Health Insurance

A. The following premium cost will be paid as follows for both individual and family coverage. Effective July 1, 2008 the Board of Education will pay 86% employee contribution 14%. Effective July 1, 2009 the Board of Education will pay 84% employee contribution 16%. Effective July 1, 2010 the Board of Education will pay 82% employee contribution 18%. (Code 12 – Individual and Dependent Family – Statewide Plan establishes the maximum for the amount to be paid). The employee deduction will be pre-tax dollars using Section 125 of the IRS Code for said deduction.
B. An employee who is fully covered by another health plan and opts out of the District health insurance shall receive an amount equal to 50% of the District cost for the school District plan. Employees who take advantage of this option of canceling either individual or family coverage do have the right to come back to the District for individual and family coverage.

C. A change in health insurance carrier or self-insurance may occur provided:

1. The change in carrier is mutually agreed to by the District and the Civil Service Employees Association.
2. The proposed carrier offers the same or substantially the same coverage.

Section 2 – Life Insurance

The School Board will pay 63 percent of the premium for group life, accidental death, and dismemberment insurance in an amount of two times the employee’s annual salary to the nearest $1,000.

Section 3 – Dental Insurance

The Board of Education shall pay 75% of the premium cost in years 2008 and 2009. The premium payment shall remain the same in 2010.

The plan selected shall be mutually agreed upon between the bargaining agent of these groups and the Board of Education. The employee deduction will be pre-tax dollars using Section 125 of the IRS Code for said deduction.
Section 4 – Disability Insurance

A. The Board of Education will pay 100% of the cost of providing the New York State Disability Insurance Program.

B. The benefits of this plan will become effective when and after an employee:
   1. Utilizes all his/her accumulated sick days.
   2. And 90 days of the Extended Sick Leave provisions of this contract (employees with less than 14 years service)
   Or

   3. 180 days of the Extended Sick Leave provision of this contract (employees with more than 14 years of service).

C. Filing of Claim: Within the first twenty (20) days of the disability, it shall be the responsibility of the employee or his/her designee to file such claim with the District. It is understood that all monies received by the individual will be returned to the District by the recipient employee on a regular basis. A separate account will be established by the District to reflect such receipts. These accumulated funds combined with any remaining benefits under the Extended Illness provision of this contract shall be utilized to reimburse said employee up to 100% of his/her salary at the time of his/her disability. Upon the expiration of any of the aforesaid disability benefits, any remaining benefits shall be paid to the employee on the basis of that which yields a greater benefit to the employee. At no point in time shall any of these benefits exceed 100% of the employee’s income at the time his/her disability commenced.
Section 5 – Optical Coverage/Reimbursement

Employees will be allowed $200 per year toward optical coverage or reimbursement as per employee choice.

ARTICLE XIII – Salary Schedule

Section 1 – Salary Schedule

The attached salary schedule (Appendix A) shall be in effect for the 2008-09, 2009-10, 2010-11 school years.

<table>
<thead>
<tr>
<th>Dates</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>July 1, 2008 - June 30, 2009</td>
<td>3.5%</td>
</tr>
<tr>
<td>July 1, 2009 - June 30, 2010</td>
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</tr>
<tr>
<td>July 1, 2010 - June 30, 2011</td>
<td>4.0%</td>
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</table>

Section 2 – Longevity

Additional amounts of money shall be added to the clerical employee’s annual base rate of pay at ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of service as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
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</thead>
<tbody>
<tr>
<td>10</td>
<td>$1000</td>
<td>$1000</td>
<td>$1000</td>
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<tr>
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<tr>
<td>30</td>
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<td>$1350</td>
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Eligibility for longevity shall be determined in accordance with the individual’s completion of ten years of service; i.e., the amount would be prorated following the anniversary day.
Section 3 – Additional Salary Increments for Retirement

Additional salary increments may be granted by special action of the Board of Education, after review of the recommendation of the Superintendent of Schools, to any Employee who has served the District for five (5) years or more and who is within two years of retirement, providing proper affidavits of the intention to retire are submitted by the person concerned, two years prior to retirement. The Schedule is as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Next to Last Year</td>
<td>$ 800</td>
<td>$ 800</td>
<td>$ 800</td>
</tr>
<tr>
<td>Year of Retirement</td>
<td>$1,500</td>
<td>$1,500</td>
<td>$1,500</td>
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Section 4 – Payout of Sick Leave at Retirement

Employees will be paid up to 100 days at $100 per day for accumulated sick days upon retirement.

Section 5 – Advancement on Salary Schedule

All members of the bargaining unit who were hired before May 2006 and who have at least one year of District service will have their anniversary date for purposes of step movement and longevity eligibility, as follows:

A. Unit members whose anniversary dates fell between July 1 and December 31 will now be July 1. Unit members whose anniversary dates fell between January 1 and June 30 will now be January 1.
B. All unit members hired on or after May 2006 shall have either a July 1 or January 1 anniversary date, provided, however, that such unit members shall not be entitled to step movement or longevity eligibility less than one full year following actual hire date.

Section 6 – Education

The District will pay for courses to further one’s education and/or job related skills, to be approved by the Superintendent. Payment for the course will be made at the time of enrollment upon submission, to the Superintendent, of enrollment verification and cost. If the individual withdraws from or does not complete the course, the individual will reimburse the District the full amount of the cost of the course.

Employees must submit school-issued report cards upon completion of the course.

Section 7 – Special Increments

In assignments where unusual responsibility is needed and/or unusual merit is demonstrated, the District may grant, upon recommendation of the Superintendent, a special increment.

Article XIII – Dues Deductions

Section 1 – Dues Deductions

The School Board agrees to deduct from the salaries of its employees, dues and insurance premiums for the Association as said employees individually and voluntarily
authorize the School Board to deduct and to transmit such monies to the Civil Service Employees Association, Local 1000, AFSCME/AFL-CIO, 143 Washington Avenue, Albany, New York 12210. Employee authorizations shall be in writing and in a manner consistent with Section 9-3B of the Municipal Law, Chapter 392 of the Laws of 1967.

Section 2 – How Deductions are Made

Deductions shall be made uniformly and consistently.

Section 3 – Payroll Deductions

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

Section 4 – Revoke Payroll Deductions

If an employee chooses to revoke his/her payroll deduction authority, it shall be done in writing and be received by the Assistant Superintendent at least five (5) working days prior to the payroll date on which said deduction is said to become effective.

Section 5 – Change of Deductions

If the employee then changes his/her mind and signs another new payroll deduction card, he/she shall be afforded the payroll deduction right. Such changes must be presented to the Assistant Superintendent in writing at least ten (10) working days prior to the payroll date on which said change is said to become effective.
Section 6 – Responsibility for Disposition of Funds

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

Section 7 – CSEA Notification of Employees Enrolled

Upon request, annually, the School Board shall provide the Association with a list of those employees who have voluntarily authorized the School Board to deduct dues and insurance premiums for the Association.

ARTICLE XIV – Retirement Benefits

The School Board agrees to pay the full cost of the clerical employees’ retirement contribution to the New York State Employees Retirement Plan (75-1), including Option 41J.

ARTICLE XV – Notification of Vacancies

The clerical staff shall be informed of all vacancies on all grade levels.

ARTICLE XVI – Remaining Policies

It is understood that all remaining policies shall remain in place.

ARTICLE XVII – Public Employees Fair Employment Act

In accordance with the Public Employees Fair Employment Act (Sec. 204-A):
A. Any written agreement between a public employer and an Employee organization determining the terms and conditions of employment of public employees shall contain the following notice type not smaller than the largest type used elsewhere in such agreement:

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

B. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the document accompanying such submission and shall read it aloud at any Membership meeting called to consider such ratification.

C. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.
ARTICLE XVIII - Transfers

Employees being transferred on a permanent basis shall be advised of such transfer at least two weeks in advance when administratively feasible. Emergency temporary transfers will not require any notice.

ARTICLE XIX - Duration

The provisions of this contract shall become effective July 1, 2008 and remain in force and effect until June 30, 2011.

In witness whereof we have hereunto set our hands this 16 day of December 2008.

Phyllis Harrington, Superintendent of Schools
Oyster Bay-East Norwich Central School District

James Robinson, President, Board of Education
Oyster Bay-East Norwich Central School District

Blossom Mehler, President
Oyster Bay-East Norwich Central School District
Clerical Unit, CSEA

A. Toni Walrond, Labor Relations Specialist
CSEA, Inc., Local 1000 AFSCME, AFL-CIO
## CLERICAL PERSONNEL

### 2008 – 2008 SCHOOL YEAR – 3.5%

<table>
<thead>
<tr>
<th>STEP</th>
<th>GRADE I</th>
<th>GRADE II</th>
<th>GRADE III</th>
<th>GRADE IV</th>
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## CLERICAL PERSONNEL

### 2009 – 2010 SCHOOL YEAR – 3.5%

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### OYSTER BAY – EAST NORWICH CENTRAL SCHOOL DISTRICT
### OYSTER BAY, NEW YORK 11771

#### CLERICAL PERSONNEL

**2010 – 2011 SCHOOL YEAR – 4.0%**

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