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# **AGREEMENT**

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by and between the  
**BOARD OF EDUCATION**

of the  
**BALDWIN UNION FREE  
SCHOOL DISTRICT**

and  
**CSEA, Local 1000 AFSCME,  
AFL-CIO**



Baldwin UFSD Secretarial Unit #7566-02  
Nassau County Educational Local 865

**July 1, 2022 - June 30, 2026**



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## **ARTICLE I - RECOGNITION AND NO STRIKE PLEDGE**

A. The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO and its Baldwin Educational Secretaries Association, hereinafter referred to as the "Association," is the legal representative of all clerical, secretarial personnel in the Baldwin Union Free School District. Excluded from the unit are all auxiliary personnel, i.e., clerical aides, instructional assistants, school monitors, the Senior Personnel Clerk in the Human Resources Department and the Secretary to the Superintendent. The Association has the legal right pursuant to the Taylor Act (Civil Service Law, Article 14) to continue to represent all such personnel and to engage in collective bargaining, grievance procedures and representation. This agreement with the Baldwin Union Free School District, as represented by the Superintendent of Schools and the President of the Association will be in effect from July 1, 2022 through June 30, 2026.

The District shall recognize the Association as the exclusive representative of all clerical and secretarial personnel for the purpose of bargaining collectively in the determination of grievances arising under the terms and conditions of employment of covered employees and for the purpose of entering into a written contract with the Association. Such exclusive recognition shall not preclude an employee from presenting grievances to the District or its representative and to have such grievances adjudged without intervention of the Association, as long as the adjudication is not inconsistent with the terms of the collective bargaining agreement in effect; and, provided that the Association has been given the opportunity to be present at such adjudication.

**B.** The term “members of the bargaining unit” is defined to mean all those classified under Civil Service Law as follows:

10 month positions: Clerk  
Typist Clerk  
Stenographer/Senior Clerk/Senior Typist Clerk  
Senior Stenographer/Account Clerk  
Stenographic Secretary  
Bilingual Typist Clerk

12 month positions: Clerk  
Typist Clerk  
Stenographer/Senior Clerk/Senior Typist Clerk  
Senior Stenographer  
Stenographic Secretary  
Account Clerk/Statistical Clerk  
Senior Account Clerk  
Bilingual Typist Clerk

**C.** The Association agrees that it does not and will not assert the right to strike against any government including the District or to advocate, assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

**ARTICLE II - SALARY**

**A.** The Salary Schedule and base salaries of members of the bargaining unit will be adjusted to reflect the following increases:

- Year 1 (2022/2023): regular increment plus 3.25%.
- Year 2 (2023/2024): regular increment plus 3.25%.

- Year 3 (2024/2025): regular increment plus 3.25%.
- Year 4 (2025/2026): regular increment plus 3.25%.

The salary schedules are attached hereto.

**B. Categories for promotional purposes only are:**

1. Typist Clerk
2. Stenographer/Senior Clerk/Senior Typist Clerk
3. Account Clerk/Statistical Clerk/Senior Stenographer
4. Senior Account Clerk/Stenographic Secretary

**C. Professional improvement inservice courses as approved by the Superintendent will be made available for the clerical staff. The District will compensate the instructor. An employee shall be eligible to apply for a professional stipend of \$250 upon successful completion of each six inservice credits effective July 1 following the year of completion. Application must be received prior to October 1<sup>st</sup> for salary adjustment retroactive to July 1<sup>st</sup>. Should these credits be earned by mid-year, one-half of that stipend \$125 will be paid for the period February 1<sup>st</sup> through June 30<sup>th</sup>. Application for mid-year adjustment retroactive to February 1<sup>st</sup> must be made prior to March 1<sup>st</sup>. Such salary adjustments will be made semi-annually at the regular Board meeting in November retroactive to July, and at the regular Board meeting in April retroactive to February. This stipend will not be retroactive for previous inservice stipends. Prior approval by the Superintendent of Schools or designated agent is required for any course taken by employees for professional improvement. Courses will be approved on an individual basis and will be for the purpose of additional knowledge or skills appropriate to present position or promotional position. Courses will be paid for by employee. Credit will not be granted for continuing education courses.**

**D.** Compensation for approved overtime worked by members of the bargaining unit holding ten month positions shall be at a rate of 1/200th of their own base salary for each day worked or 1/7th thereof for each hour worked. Any ten month employee substituting during the summer months shall be paid according to categorical position to be decided upon by the Superintendent of Schools, or his agent, after consultation with the President of the Association. For members of the bargaining unit holding twelve month positions, compensation shall be at the rate of 1/240th of their own base salaries for each day worked or 1/7th thereof for each hour worked. At the choice of the member of the bargaining unit and with approval of the Superintendent of Schools or his agent, compensatory time equal to that of the overtime worked may be granted. Time and one-half will be paid, with prior approval from the Superintendent, for time put in other than the normal work week, and after 35 hours have been reached.

**E.** clerical employees appointed after December 1<sup>st</sup> will receive salary adjustments but no increment the following year. If appointed prior to December 1<sup>st</sup>, they will be eligible for an increment the following school year.

**F.** A ten month employee is paid on the basis of 200 working days (20 days per month). A twelve month employee is paid on the basis of 240 working days (20 days per month). Employees who leave the district during the school year shall be paid according to this formula.

**G.** New employees may be placed on steps 1-5 of the Salary Schedule with the approval of the Superintendent of Schools or his/her designated agent. If the District is unable to fill a position with a candidate it considers suitable, the District will confer with the Unit President and the field representative concerning a waiver, which shall not be

unreasonably withheld.

H. All compensation shall be paid by direct deposit.

### **ARTICLE III - DAYS OF DUTY**

#### **A. Ten Month Employees**

Members of the bargaining unit holding ten month positions shall be on duty from September 1<sup>st</sup> through June 30<sup>th</sup> each school year excluding national holidays and designated school holidays accruing to teachers as specified in the official school calendar for the appropriate year. If needed by the District, ten month employees will be required to work up to ten days in the summer at the request of and on the days specified by the principal or supervising administrator.

#### **B. Twelve Month Employees**

1. Members of the bargaining unit holding twelve month positions shall be on duty from July 1<sup>st</sup> through June 30<sup>th</sup> each school year excluding national holidays and designated school holidays accruing to teachers as specified in the official school calendar for the appropriate year.

2. Members of the bargaining unit holding twelve month positions may be required to work up to three additional days in each of the following recesses:

a. Christmas (except December 24<sup>th</sup> and December 31<sup>st</sup>). Twelve (12) month employees shall only be required to work over the Christmas recess if students are required to be in attendance.

b. Winter

c. Easter (except Good Friday). Twelve (12) month employees shall be required to work Good Friday in the event school is open on that day. However, if such

employees are required to work on Good Friday, they shall be provided with a compensatory day off at a mutually agreeable time.

They shall be paid at their appropriate daily rate for each additional day worked or 1/7th thereof for each additional hour worked.

3. a. Members of the bargaining unit holding twelve month positions shall be eligible for vacation as follows:

10 days after completion of year 1 - year 7

11 days after completion of year 8

12 days after completion of year 9

13 days after completion of year 10

14 days after completion of year 11

15 days after completion of year 12 - year 18

20 days after completion of year 19 and thereafter (Employees with a hire date of July 1, 2017 and thereafter shall not be eligible for twenty (20) vacation days. Instead, such employees shall earn a maximum of fifteen (15) vacation days after year 12 of service to the District.)

Vacation days to be determined according to existing practice. Vacation days must be requested in advance and approved by supervising administrator. Accrued vacation days must be used by June 30<sup>th</sup> of the following school year. There will be no "carrying over" of vacation days.

b. Ten month employees moving to a twelve month position shall accrue vacation at the rate of .8 days per month worked. Members of the bargaining unit, who move from ten month positions to twelve month positions in the bargaining unit, shall

have their ten month years pro-rated in calculating vacation entitlements after the first year. For example, twelve consecutive years as a covered ten month clerical employee will count as ten years for vacation entitlement.

c. Vacation for new twelve month employees shall accrue at the rate of .8 days per month worked.

d. Twelve month employees who are bedridden or hospitalized by a major illness or otherwise suffer a major physical injury while on vacation, may, on written appeal to and accompanied by a physician's certificate and at the discretion of the Superintendent of Schools or designated agent, be granted use of accumulated sick time for the remainder of the illness and vacation time adjusted. The appeal must be made at the time the illness or injury occurs and before the person returns to work.

**C. Miscellaneous**

1. In the event of an emergency closing of school, members of the bargaining unit shall be excused whenever teachers are.

2. According to established practice, members of the bargaining unit may be required to be on duty on "Know Your School Night" or parent-teacher conferences. They shall be compensated for one-half day's service.

**D. Jury Duty**

Clerical staff members may serve on jury duty and the District will provide substitutes where deemed necessary. Employee will retain allowance received for transportation and expenses incurred.

**ARTICLE IV - HOURS OF DUTY**

**A.** Hours of duty shall be from 8:00 AM to 4:00 PM or equivalent, with one hour for

lunch, according to established practice. Coffee breaks of fifteen minutes each shall be provided at reasonable times each morning and afternoon.

**B. Part-time employees shall work a fifty (50%) percent schedule, and they will be hired from the competitive list. Unit members currently working less than fifty (50%) percent as of the date of ratification shall be permitted to remain at their present work schedule. They shall be entitled to one fifteen minute coffee break at a reasonable time.**

**C. Summer hours - twelve month employees only: Summer hours shall be 8:00 AM to 3:00 PM or equivalent. The summer workday shall include a 15 minute coffee break and a 45 minute lunch break. These hours will be in effect from July 1<sup>st</sup> - August 31<sup>st</sup>.**

#### **ARTICLE V - WORKING CONDITIONS & PROPERTY PROTECTION**

**Student discipline and personal protection:**

**A. An office staff employee may use such reasonable force as is necessary and lawful to protect himself/herself from attack or to prevent injury to another office staff employee or student.**

**B. Any case of assault upon an office staff employee shall be promptly reported to the District or its designated representative.**

**C. If any office staff employee is sued as a result of any lawful action taken by the office staff employee while in the scope or pursuit of employment, the District will provide legal counsel and tender all necessary assistance to the office staff employee in his/her defense.**

**D. No disciplinary action shall be taken against an office staff employee upon a complaint of a parent, of a student or of any other person unless notice of such**

complaint is promptly given to the office staff employee involved.

E. No office staff employee will be required to work alone in any building without the knowledge of the administrator or custodian.

F. The District will not require an office staff employee to transport a student in his/her personal automobile.

G. The transportation allowance, when personal automobiles are used for business purposes, will be authorized at the Board approved mileage reimbursement rate.

H. The District will reimburse unit members for the costs associated with employment related fingerprinting after six (6) months of employment with the District

I. The Association acknowledges that the Board and the Superintendent together have the sole right of management and superintendence of the District. Further, it is recognized that the management of the District, the control of its properties and efficiency are solely responsibilities of the Board and the Superintendent.

J. One unit member appointed by the Association will be part of the professional calendar committee that proposes the school calendar.

#### **ARTICLE VI – WORKERS' COMPENSATION**

When a unit member is absent due to an injury that occurred while at work and has filed a Workers Compensation claim with the Business Office, within five (5) District business days after the employee was physically able to file such a report, the employee's sick bank is not charged for the first twenty (20) days and then is charged for one (1) day for each two (2) days absent due to the injury. The absences are noted as related to a Workers Compensation claim. Based on information provided by the District, an average weekly wage (AWW) is established by the Worker's Compensation

Board (WCB) for an individual based on their actual paychecks for the 52 weeks preceding the current workers' compensation claim. There is a cap to this weekly rate of reimbursement; this cap is established by the WCB and is annually revised.

If the unit member has had days deducted from their sick bank, the WCB award that is based on the number of weeks absent and the weekly rate is paid directly to the District. Upon receipt of the notice of the award, the District will take the amount of the award to be applied against sick days deducted due to the injury and divide it by a daily rate for the unit member, which is calculated by using the employee's daily rate (1/200<sup>th</sup> for ten month employees and 1/240<sup>th</sup> for twelve month employees). This number of days is credited back to the employee's sick bank thus reducing the number of Worker Compensation absences.

If the unit member does not have sick days in their personal bank and is unable to work, the employee is taken off payroll, the employee is then paid the AWW as determined above and paid by the WCB until the employee returns to work or the claim is settled.

#### **ARTICLE VII - CALLING OF SUBSTITUTES**

Members of the Association shall not be responsible for obtaining substitute teachers or substitutes for themselves when not on duty.

#### **ARTICLE VIII - CONFERENCES**

The District agrees to provide funds in its Annual Budget for two (2) members of the BESA to attend the Annual New York State Educational Secretaries Conference as approved by the Superintendent of Schools or designated agent. Members attending such conferences shall prepare a written report of such participation to be filed with the

Superintendent and/or designated agent together with the claim for expenses.

**ARTICLE IX - SICK LEAVE, PERSONAL BUSINESS LEAVE AND**

**ILLNESS IN THE IMMEDIATE FAMILY**

A. Except for employees referred to in Section D of this Article, the salary of covered clerical employees shall be continued during absence because of illness, personal business, and illness in the immediate family for fifteen (15) days for ten (10) month employees and seventeen (17) days for twelve (12) month employees, subject to the following conditions:

1. Notification - Notice of absence is required to make the absences for sickness or disability eligible for regular sick leave credits and to prevent loss of pay.

a. Emergency - Notification must be given to supervisor as soon as possible reporting required absence and reason therefore, but payment remains subject to final approval of Superintendent.

b. Physician's Certificate - A physician's certificate is not required for absences of five (5) continuous working days or less, unless the employee is otherwise notified in writing by the Superintendent. All absences of six (6) continuous working days, or more, will require a physician's certificate, indicating dates of absences, nature of illness or disability and fitness to report for duty.

2. Occurrences During Working Day - If sickness or disability occurs and the employee does not work the entire day, the employee will be charged sick leave to the nearest one-quarter (1/4) day.

B. Leave of Absence for Personal Business - shall not exceed three (3) days in any school year. Leave of absence for personal business shall be granted for the following

reasons:

- Legal matters which cannot be scheduled other than during the school day, including but not limited to: house closings, tax audits, income tax hearings, adoption proceedings, court appearances (other than for a criminal matter when the employee is the defendant, or when the employee, or a member of the employee's immediate family, has instituted an administrative or court claim against the District), arrest of an immediate family member, probating wills and obtaining licenses.
- Ceremonies, including but not limited to funerals, graduation of employee, spouse or child, a day wedding ceremony, participation in religious ceremonies, honors and awards ceremonies involving the employee or immediate family.
- Education: Required educational examinations, required parental visits by parents to colleges, taking college students to and from college, attending a CSE/CPSE meeting or parent-teacher conference.
- Miscellaneous matters which cannot be scheduled other than during the school day. Examples include, but are not limited to: moving the employee's residence, emergency transportation problems, emergency repairs that require immediate attention such as heating, plumbing, etc., or in the event of vandalism or burglary.
- Any other purpose which the Superintendent may deem appropriate upon request.

However, in the absence of special circumstances described by the employee and found acceptable by the Superintendent or his agent, such leave shall not be granted on a Friday, Monday or on a school day immediately preceding or immediately following school holidays, vacations or other forms of leave, or for any days contiguous thereto. Wherever practicable, five (5) school days' notice shall be given to the principal of need for a personal day, and if notice is not given, the employee may be required to describe the personal business and excuse thereof shall be at the discretion of the

Superintendent or his/her agent. Two (2) consecutive personal business days may be taken when necessary and consistent with requirement set forth above.

C. Illness in the Immediate Family - Leave of absence due to illness in the immediate family shall be granted when requested by the employee for up to seven (7) days each year.

D. Employment Status - Regular sick leave, personal business leave and illness in the immediate family credits are available only for personnel in a continuing employment status with the Baldwin School District. When a clerical worker leaves the District during the school year, his/her sick leave, personal business leave and family illness leave will be computed on the basis of one and one-half (1 ½) days per month worked to a maximum of seventeen (17) days.

1. Personnel on Leave Status - without pay for one year or more, will not be credited with any sick leave until they re-enter an employment-with-pay status. Such personnel will retain their cumulative sick leave credits in suspense and, upon resumption of their employment, will receive such credits.

2. Personnel Who Terminate Their Employment - will also terminate their rights to any cumulative sick leave. Sick leave is available only for employee absences required because of that employee's personal illness or disability while the employee is in an employment-with-pay status.

3. Part-Time Employees - Covered employees who are employed on a part-time basis, other than hourly or daily substitutes, are also entitled to this regular sick leave. However, a pro rata adjustment will be made in the cumulative credits should an employee become a full time employee (e.g. 10 working days of cumulative sick leave

as a half-day employee is available for 10 working days half-day compensation, but only for 5 working days transfer credit if this person later becomes a full time employee; on the other hand, there is no doubling of cumulative leave credits if a full time employee becomes a part time employee and carries over a cumulative credit total.)

4. New Employees - For the first six (6) months of employment, one sick day per month shall be credited to the employee following each month of service. After the first six (6) months of employment, an employee shall receive the full compliment of days according to their assignment. Sick leave, family illness days, and personal business leave days will be pro-rated for new employees who do not start at the beginning of the school year.

E. Accumulation - Unused portions of the fifteen (15) days for ten (10) month employees and unused portions of the seventeen (17) days for twelve (12) month employees may be accumulated up to 220 sick days consistent with requirements for leaves of absence for personal business and leaves of absence due to illness in the immediate family set forth above that is not used during a year is cumulative. Effective July 1, 2013, employees may accumulate up to 220 days. An annual accounting will be made available by the District Office to each employee at the beginning of each school year.

Clerical employees who have a permanent appointment in the Baldwin Union Free School District for a period of at least twelve (12) months will be eligible to participate in a district "sick bank" administered by the Baldwin Educational Secretarial Association (BESA) and the school district. Application for use of sick bank days should be made to the BESA President.

Each clerical employee will have the opportunity to voluntarily contribute one (1) day of sick leave annually until a cap of approximately 175 days is reached. Employees with two hundred twenty (220) or more accrued sick days can donate up to five (5) days per year to the Bank. Additions to the sick bank will take place by October 15<sup>th</sup> of each school year. Once the cap is reached, members will not be asked to contribute additional days. If, in a given year, the total number of sick days in the bank falls below 60 days, members of the BESA shall be given the opportunity to voluntarily contribute one (1) additional day of their sick leave allowance. Only employees who have contributed shall be eligible to request use of the sick leave bank days. An eligible employee who has exhausted his/her sick days, personal days, family illness days, and vacation days may fill out a request to borrow sick days from the sick bank. A total of up to thirty (30) days may be requested by the employee, and the employee or family may reapply for an additional thirty (30) days, if necessary. The applicant must provide a medical certificate indicating the diagnosis and approximate number of days anticipated for each sick bank request.

A Sick Bank Committee, consisting of two (2) BESA members and one (1) administrator, shall accept or reject each application on the basis of its merits, and shall determine the number of days that may be granted from the sick bank. This decision will be binding and will be sent to the applicant in writing.

Absence due to Workers' Compensation claims shall be excluded from eligibility for use of the sick leave bank days. Employees granted days from the sick leave bank will not be required to pay back the days used.

**F. Additional Sick Leave - Board of Education Policy 4141.1.**

- 1. Availability - There are two types of additional sick leave:**

a. Additional Sick Leave for Personal Illness or Disability - consisting of up to 30 days in any school year, may be applied for after all regular sick leave is used. This leave may be made available in order to provide a minimum of 30 working days sick leave for an employee.

b. Additional Sick Leave for Serious Personal Illness or Disability - Additional sick leave may be applied for after all regular sick leave credit is exhausted. The additional sick leave consists of an extension of 30 working days which may be renewed for two further periods of 30 working days each, to a maximum of 90 working days per year, under proper application. However, the maximum number of days of regular and additional sick leave credits which may be available during a school year is 160 working days.

2. Notification

a. Each "additional sick leave" extension must be requested in writing and in advance of the first day on which such extension would become effective. Each such request must be submitted to the principal of the school concerned for recommendation by the Superintendent or designated agent.

b. Where serious personal illness or disability is involved, each request must be supported by a physician's certificate specifying the nature of the illness or disability and advising of expected dates of absence and inability to report for duty.

c. Additional sick leave is non-cumulative.

G. Personal Leave Due to Death in Immediate Family - may be granted when requested by the employee and approved by the Superintendent or his/her designated agent. Such leaves shall be granted when requested by the employee for up to three (3) days per incident, it being understood that additional days may be granted by the

Superintendent or his/her designated agent in the exercise of his discretion and upon good cause shown. Members of the immediate family shall include:

father	sister	sister-in-law
mother	grandchildren	son-in-law
child	father-in-law	daughter-in-law
spouse	mother-in-law	step child-ward
brother	brother-in-law	grandparents

Also the following if a resident of the home of the employee:

uncles, aunts, nieces and nephews

Leaves may be for not more than one (1) day to attend the funeral of any member of the family other than the immediate family.

H. Leaves Without Pay - A leave of absence without pay may be granted up to a maximum of two (2) years for such purpose as may be specified in employee contracts and for such other purposes as may be recommended by the Superintendent or his agent.

I. Child Care Leave - same as Board of Education Policy 4141.4.

#### ARTICLE X - RETIREMENT

In accordance with Resolution of Board of Education, adopted August 8, 1991, all members of the bargaining unit who are members of the New York State Retirement System are included in the New Career Retirement Plan under Section 75-l of the Retirement and Social Security Law.

To be eligible for the retirement incentive, an employee must submit a letter of retirement to the District at least four months prior to the retirement date, and must actually retire on that date. The incentive will be paid in a single sum within thirty

calendar days of the employee's last working day or at a time, or times, mutually agreed upon by the Superintendent or his/her agent and the employee.

Eligibility For Service Retirement

Eligibility for the retirement incentive shall first occur in the school year in which a secretary is first eligible to retire and receive normal service retirement benefits from the New York State Employees Retirement System. The retirement incentive formula is as follows:

<u>Accrued Days</u>	<u>Payment Per Day</u>
49 days and under	\$ 0
50 through 85	\$47
86 through 120	\$52
121 through 150	\$57
151 through 190	\$62
191 through 220	\$67

The maximum retirement incentive for secretaries who qualify shall be \$14,740.

All payments shall be made in the form of a non-elective employer IRS §403(b) contribution.

**ARTICLE XI - INSURANCE PROTECTION**

During the term of this contract, members of the bargaining unit shall receive the following insurance coverage and benefits:

**A. New York Health Insurance Plan** - Members of the bargaining unit may select either one of the two health insurance plans - New York State Government Employees Health Insurance Program or HMO/HIP either individual or family as applicable. The District

will assume health insurance premiums as follows:

1. 75% paid health insurance coverage for all eligible employees.
2. 37.5% for part time employees hired after July 1, 1981.

(The percentages above are computed on the New York State Government Employees Health Insurance family and individual coverage only. Those employees enrolled in HMO/HIP will receive the same dollar amounts as paid on the New York State Government Employees Health Insurance Plan.)

Clerical employees hired after July 1, 1986 shall not be eligible for family health insurance coverage if they are eligible for or covered by health insurance coverage under the plan of a spouse. They may participate in individual coverage.

Members of the unit who are presently covered by the District's health insurance plans and withdraw from these plans during the life of this agreement shall receive \$1,150 if covered by New Empire Individual Plan or HIP-HMO Individual Plan and \$1,700 if covered by the New Empire Family Plan or HIP-HMO Family Plan, as long as they remain fully uncovered under any health plan provided by the District for a period of twelve (12) consecutive months. Full time members of this unit who are without any health insurance coverage for 12 full months will be compensated \$1150 each September in the same fashion as members who withdrew from coverage under this provision. Such payment shall be made each September after the employee remains fully uncovered during the 12 month period from July 1-June 30. For unit members eligible for the opt out benefit, the requirement that the payment shall be made each September after the employee remains fully uncovered during the twelve (12) month period from July 1-June 30 shall be satisfied to the extent the employee is uncovered by

September 30 of the prior year. Nothing contained herein shall preclude a member from re-entering the plan within the twelve month period, provided, however, that in the case of an employee who re-enters in less than twelve months, no payment shall be made hereunder. A unit member may review this option each year and promptly notify the District in writing of any change. Should such clerical employee (or a new member) opt to be covered under the District's Health plans, the District will waive the waiting period provided that it is permitted by the carrier without incurring any additional cost as a result thereof. In addition, this opt-out benefit is not available for those employees who have a spouse working for the District, and the spouse has available health insurance coverage.

**B. Dental Insurance** –All employees will be eligible to apply for dental coverage after six (6) months of service.

**Part-time:** Maximum Dental Benefit per policy year for Employee and Dependent combined is \$750 under the self-funded plan.

**Full-Time:** The District shall provide full-time unit members with CSEA Employment Benefit Trust Horizon Dental Plan at the composite rate. Unit members may elect to continue their dental and vision coverage into retirement at full cost to the unit members. See attached Retiree Dental and Vision Memorandum of Agreement. It is understood that the District shall have no responsibility for the management of this benefit either now or in the future.

**C. Life Insurance** - Any member of the bargaining unit who has provided at least one (1) year of consecutive service as a covered clerical employee in the Baldwin Union Free School District will receive, without premium expense to the employee, a life

insurance policy of \$20,000 for full-time employees and \$10,000 life insurance for part-time employees, in accordance with the insurance coverage in effect for employees of the Baldwin Union Free School District.

D. Up to five hundred (\$500) dollars will be made available by the District each school year to compensate members of the bargaining unit should their clothes or other personal effects (excluding automobiles) be damaged by virtue of engagement in work related activities. If claims under this section exceed \$500, adjustments will be proportional on a retroactive basis.

E. Optical Plan - All employees will be provided an individual employee optical plan. The individual optical plan shall continue throughout the current contract at the prescribed rates.

F. Excess Major Medical Coverage - The District shall make excess major medical coverage available to unit members. The full cost of such coverage shall be borne by the unit member.

#### **ARTICLE XII - VACANCIES**

The District supports a policy of filling vacancies from within its own clerical staff, wherever and whenever practicable, providing that applicants from within the clerical staff meet qualifications determined by the Superintendent of Schools. Such matters as experience, competency, length of service in the District and other relevant factors are to be considered. Notices of vacancies will be posted in each building.

Elimination of Positions - The District shall not eliminate any clerical positions that were in effect on the effective date of this Agreement without first advising the Association, and upon request, consulting with the BESA regarding the matter. Should the

Association desire to consult with the District with respect to the matter, it shall so notify the District in writing within ten (10) days following the notification. It is understood that such consultations are for the purpose of exchanging information and points of view and shall not be deemed negotiations.

The District shall notify in writing the BESA of any vacancies, promotions or transfers. Such notification will contain position (job classification), Civil Service test requirement, salary. When such positions are filled, the District will notify the Association in writing the name of the person employed, classification and salary.

#### **ARTICLE XIII - POLICY**

A. It is agreed by and between the parties that the establishment of policy is the prerogative of the District. However, in any case where policy is in conflict with the express terms of this agreement, the express terms of the agreement shall prevail. All policies shall be effected on a consistent basis through the school district. The general provisions of the Policies of the Board of Education of the Baldwin Union Free School District which are applicable to all employees are applicable to Association members.

B. The Association shall have the right to use space, approved by the Superintendent for Association meetings, provided these meetings do not conflict with previously scheduled activities and do not interfere with any educational program. The Association shall have the right, subject to the approval of the Superintendent, to use school facilities and equipment including typewriters, photocopying machines and other duplicating equipment. Such use shall be in school facilities at times when facilities or equipment are not needed for district business, and at times that are otherwise reasonable. The Association, without prior approval or notification, may use the intra-

district mail service for communications. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at times which are in no way in conflict with the representatives' obligations under this agreement and which do not interfere with or interrupt school operations.

#### **ARTICLE XIV - CONFLICT WITH STATUTES AND LAW**

In the event any provision hereof is in conflict with law, or any statute now or hereafter in effect, the law or statute shall prevail but the balance of the contract shall remain in full force and effect.

#### **ARTICLE XV - SECTION 204a OF THE TAYLOR LAW**

PURSUANT TO SAID SECTION 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.

#### **ARTICLE XVI - PROTECTION OF THE CIVIL SERVICE LAW**

Members of the bargaining unit appointed from a Civil Service list of eligibles (certification) shall have the protection of Section 75 of the Civil Service Law as now in effect or hereinafter amended.

#### **ARTICLE XVII - GRIEVANCE PROCEDURE**

##### **A. Declaration of Policy**

1. The purpose of this grievance is to guarantee to employees covered by this Agreement the right to resolve conflicts in such a fashion as to promote and maintain harmonious and cooperative relationships with Administrators and the Board of

Education. It is essential to note that these relationships are governed generally by the provisions of the Education Law and/or locally adopted policies, and that they may have serious effects upon the education, health and welfare of the youth of Baldwin.

2. 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. Nothing in this resolution nor in these procedures shall be construed to impede or curtail informal and cooperative attempts to resolve problems.

3. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

4. A grievance is defined as a dispute concerning the interpretation of application or alleged breach of the terms and conditions of this agreement.

#### **B. Procedural Steps**

1. The primary purpose of the grievance procedure set forth below is to secure the equitable resolution of grievances at the earliest level possible. It is understood that grievance proceeding shall remain confidential when necessary in order to ensure privacy.

2. First Stage: The first procedural stage shall consist of the employee's oral presentation of his/her alleged grievance to his/her immediate supervisor within seven calendar days after the occurrence of the alleged grievance. 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, such employee may proceed to the second stage.

3. Second Stage: The second procedural stage shall consist of a written request by the aggrieved employee within seven calendar days after receiving the decision at the first stage for a review and determination of his/her grievance by the building principal or the administrator to whom he/she is directly responsible. Such request shall include a statement setting forth the specific nature of the grievance, the facts relating thereto and indicating when and with whom stage one was conducted. Thereupon the principal or administrator shall hold a hearing within seven calendar days at which the employee and his representative shall appear and present oral and/or written statements or arguments. The final determination of the second stage of such grievance proceedings shall be made in writing by the principal or administrator within seven calendar days of the conclusion of the hearing. Copies will be forwarded to the Superintendent of Schools and all employee(s) involved.

4. Third Stage:

In the third procedural stage the aggrieved shall request an informal hearing with the Superintendent of Schools within seven calendar days after receiving the decision at the second stage. The Superintendent or his/her agent shall hold such a hearing within seven calendar days of receiving the request, at which time the aggrieved and his/her representative, if desired, shall appear and present oral and/or written statements. The Superintendent or his/her agent shall render a decision within seven calendar days after the closing of the hearing. Copies will be forwarded to all parties involved.

5. Fourth Stage: If the grievance is still unresolved, the Association may, within seven calendar days of the final determination by the Superintendent of Schools, make

a written request for Advisory Arbitration. The Arbitrator shall be mutually agreed to by the parties and the cost shall be borne equally by the District and the Association. The decision by the Arbitrator shall be advisory upon the Board of Education, who shall render a final and binding decision within twenty-one (21) days after receiving the advisory opinion and shall notify all parties of the decision.

#### Distribution of Procedures

A copy of these procedures and any amendments thereto shall be distributed to all employees and shall be filed with the New York State Civil Service Commission and the Clerk of the School District within fifteen days after their adoption. The procedures shall be open to public inspection, at reasonable times, with the Clerk of the District or at the school district offices.

### ARTICLE XVIII - DUES DEDUCTIONS

- A. The District agrees to deduct from the employees' salaries dues for the Association as they individually and voluntarily authorize the same in writing, and to transmit the monies therefore to the Association. Upon the fulfillment of that obligation the District shall be held harmless by the Association and the individual employees with respect to such remittances.
- B. The Association will provide the Board with a list of those employees who have voluntarily authorized the Board to deduct dues and the total amount of dues to be deducted. The Association will notify the Board monthly of any changes in said list.
- C. Dues shall be deducted following 30 days after the Association submission of its membership list based on a mutually agreed upon schedule. Clerical employees hired after April 1 will have dues deduction made commencing with the fall semester.

D. CSEA, Inc. shall have exclusive rights to payroll deductions of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, on a payroll period basis. No other organization shall be accorded any payroll privilege without the express consent and written authorization of CSEA, Inc.

#### ARTICLE XIX - DURATION

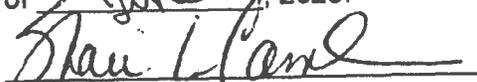
A. It is agreed by and between the parties that this contract constitutes the complete agreement between the parties. All proposals which were not dealt with have been withdrawn.

B. This contract shall be effective July 1, 2022 and shall remain in full force and effect to and including June 30, 2026, and shall be automatically renewed thereafter for periods of one (1) year unless either party notifies the other, by certified mail, on or before February 1, 2026, of its desire to make changes herein or to terminate this agreement.

C. If agreement cannot be reached prior to July 1, 2026, members of the Association will work under the conditions of the contract from the previous school year.

D. Following such notification as aforesaid, the parties shall bargain in good faith in an attempt to resolve such differences as may exist between them with respect to proposals.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 20<sup>th</sup> day of June, 2023.

  
Dr. Shari L. Camhi

  
Linda Vitelli, President



**Local 1000, AFSCME, AFL-CIO**  
143 Washington Ave., Albany, NY 12210

Mary E. Sullivan, President