

*July 1, 2022 – June 30, 2027*

*Agreement By and Between*

*Board of Education*

*of the*

*Bethpage Union Free School District*

*and*

*The Operations Unit of C.S.E.A., Inc.*

*Local 1000, AFSCME AFL-CIO –*

*of Bethpage Union Free School District*

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## **PREAMBLE**

Agreement made on May 30, 2023 and between the Bethpage Union Free School District, Town of Oyster Bay, New York as public employer and Civil Service Employees Association, Operations Unit, as public employees for the period from July 1, 2022 to June 30, 2027 in accordance with the provisions of Article 14, Civil Service Law of the State of New York.

## **ARTICLE I – RECOGNITION**

### **SECTION I.**

The Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, the Certified Union, hereafter shall be referred to as the Association.

CSEA agrees to indemnify and hold the District harmless from any and all claims and liabilities that may result from this amendment to the collective bargaining agreement.

The Board of Education of Bethpage Union Free School District, Town of Oyster Bay, New York shall hereafter be referred to as the Board.

### **SECTION II.**

- A. The Board of Education recognizes the Association as the sole and exclusive bargaining agent during the period of implementation of this agreement for all personnel in the Association which includes: Registered Nurses, Teacher Aides, and all Clerical Staff including permanent part-time clerical employees (employed twenty (20) or more hours per week). However, except as provided elsewhere herein, all employees previously designated by the District as managerial and/or confidential, and an additional designated clerical position in the personnel office are excluded from membership in the unit and are not represented by the Association.

## **ARTICLE II – NEGOTIATIONS**

### **SECTION I.**

All items involving wages, hours, pension, fringe benefits, and other working conditions on which agreements are reached during the annual bargaining sessions shall be reduced to writing in mutually acceptable language. The agreement reached by the parties hereby shall be accepted by Board resolution as provided by law at a duly constituted meeting thereof.

### **SECTION II.**

The Association agrees to submit its proposal for the school year 2027-2028 to the Board no later than January 1, 2027. The Board agrees to submit its counter-proposals to the Association no later than February 1, 2027. Both the Board and the Association agree to commence negotiations on a new agreement no later than February 1, 2027.

### **SECTION III.**

The provisions of this contract shall take effect as of July 1, 2022 and shall remain in force until June 30, 2027.

## **ARTICLE III – WORKING CONDITIONS**

### **SECTION I. – CATEGORIES AND WORK SCHEDULES**

- A. The hours of employment presently in practice shall be continued during the school year unless otherwise stated herein.
- B. For purposes of salary and benefits, the Association will be separated into the following categories:
  - 1. 12-month clerical personnel
  - 2. 10-month clerical personnel, September 1 to June 30
  - 3. permanent part-time clerical personnel (20 hours per week or more)

4. 10-month personnel, September 1 to June 30 – R.N.'s
  5. 10-month personnel, September 1 to June 30 – teacher aides on annual salary.
- C. Categories 1. and 2. will work a 40-hour week, Monday through Friday, including lunch, in accordance with past practice. Category 3. will work a 20-hour week. Monday through Friday, 4 hours per day, five days per week, lunch excluded. Category 4. will work a 40-hour week, lunch included, Monday through Friday, each day school is in session and each day the teaching staff is required to be in attendance. Category 5. as shown in the applicable salary schedule.
- D. The applicable private school calendar shall control the daily attendance of the registered nurses serving thereat until the last day of school.
- E. The regular work year for 10-month clerical employees shall commence as of the 1st day of September of any given school year and shall terminate at the close of the work day on June 30th of that school year. Ten month employees shall report to their respective offices each working day (Monday through Friday) for the period September 1st to, and including, the first day of that school year that teachers are required to report for duty. Between the first day teachers are required to report in that given school year and the final day teachers are required to report in that given school year, 10-month clerical employees will report for regular duty on each day that the teachers are required to report. In addition, 10-month clerical employees will report for regular duty each work day between the last day teachers are required to work and the 30th day of June, inclusive.
- F. 1. Registered Nurses are employed between the period from September 1 to June 30. The work days will be in accordance with the school calendar as same is established by the Board of Education each year, but said employees will work, if required, before the opening day of school and after the last day of school to complete normal end of the year duties, including one (1) nurse to be selected and assigned by the administration to attend High School Graduation ceremonies. The said required work days before the opening date of school and days required to complete normal end of year duties following the end of school in June shall be determined by the

Superintendent of Schools or his designee by written memorandum to said nurses. Nurses shall be paid at their regular per diem rate for such days.

2. Teacher aides are employed between the period from September 1 to June 30. The work days will be in accordance with the school calendar as same is established by the Board of Education each year, except that notwithstanding the scheduled work year, teacher aides, if required, shall render services before the opening day of school. Teacher Aides shall render services until the last day of classes during the stated work year. It is agreed that services by teacher aides at graduation shall be part of teacher aide duties when such graduation occurs at the end of the school year and teacher aides shall be compensated at \$40.00 for this graduation duty for the length of this contract. The selection of the teacher aides for such day shall be at the discretion of the administration.

G. Summer Hours – 12 month clerical employees working during the period July 1, through August 31 shall have a four (4) day work week, Monday through Thursday, and their hours shall be 7:30 a.m. to 4:00 p.m. inclusive of a one-half hour lunch, with no other breaks.

## **SECTION II. – OVERTIME**

- A. Time and one-half (1-1/2) pay shall be paid for all authorized overtime work beyond the established work schedule of full time employees in any given day, or all work prior to regular starting time and all work after regular quitting time. Time worked shall be compensated in fifteen (15) minutes increments and a major portion of any increment of less than fifteen (15) minutes.
- B. Time and one-half (1-1/2) shall be paid for any time that is worked on a paid holiday, and/or Saturday. Double time shall be paid for any time that is worked on Sundays.
- C. Extra-Work – When any Association employee is called from home to perform any duties outside of employee's regular work schedule, she/he shall be guaranteed a minimum of two (2) hours overtime pay. Overtime rules shall apply to such work.

- D. All pay, plus longevity pay, shall be included in gross salary for computing overtime pay.
- E. Any employee required to work when school is closed due to inclement weather, (snow days), shall be paid at the rate of time and one-half (1-1/2).
- F. Personnel employed less than full time shall qualify for overtime only after seven (7) work hours in any day or after thirty-five (35) hours worked in any week (lunch excluded).
- G. A stipend will be paid to school nurses for particular attendance at school events beyond regular school hours as follows:
  - 1. High School Graduation – Effective July 1, 2015, stipend paid to school nurses' attendance at high school graduation shall be the rate the District pays other employees as a Chaperone.
  - 2. Nurses attending a weekend trip shall be paid a stipend of \$500 for the weekend. Weekend shall be defined as overnight stay of two (2) nights (Friday and Saturday) and two days. Any overnight weekend trips which are shorter than two (2) nights shall be prorated. This provision shall not apply to trips which do not include an overnight stay.
  - 3. Parent Orientation – Junior High School, one (1) nurse - \$40.00.
  - 4. Gym Night at Elementary Schools – One (1) nurse per event - \$40.00.
  - 5. Nurses shall be paid for Back to School Nights which exceed one Back to School Night as per G.3. above.

### **SECTION III. – VACATIONS**

- A. Vacation entitlement and periods for 12 month employees shall be in accordance with provisions in Appendix C.
- B. If any paid holiday or holidays should occur during a vacation period, such vacation shall be extended one (1) day for each such paid holiday included therein.
- C. If a starting date for full time employment and part-time employment occurs on or prior to the 15th day of the month, a day of vacation shall be credited for that month, based on the

established work day schedule for each employee. If a starting date is after the 15th, there will be no vacation credited for that month. The same principle will be applied to computing vacation for the last month of employment preceding termination.

- D. Annual vacation compensation will be paid together with employee's last pay check prior to start of approved vacation, if required two (2) weeks in advance. Association employees who are obligated to take their vacations at Christmas and Easter will receive their pay check prior to the vacation if a pay day falls within the vacation period. No request for same is necessary.
- E. All bargaining unit employees hired after June 30, 1995, may take vacations pursuant to the following schedule on days during which schools are in session, provided a request to take such vacation time is made 30 days in advance to the building principal and the building principal grants permission:

**Employees entitled to**

10 vacation days per year:	3 days when schools are in session
15 vacation days per year:	4 days when schools are in session
20 vacation days per year:	5 days when schools are in session

- F. This section applies solely to 12-month employees.
- G. Full-time employees with five (5) or more years of service in the District immediately preceding their conversion from 10 month employees to 12 month employees shall be given five (5) vacation days during the first school year of conversion. Such vacation shall be credited on a pro-rata basis if the conversion occurs after July 1 or after the employee's anniversary date.

**SECTION IV. – NURSES UNIFORMS**

Each existing nurse member shall receive and new hires upon hiring shall receive a combined total of five lab coats and/or scrubs per person. The District will replace the lab coats/scrubs when needed, upon reasonable request. Such lab coats or scrubs are for use only in connection with the nurse's employment with the District and District nurses must wear either a lab coat or scrubs at all times while

working on behalf of the District. Requests for replacement shall be made prior to June 30 for the ensuing year.

## **ARTICLE IV – RETIREMENT PLAN**

### **SECTION I. – *RETIREMENT***

- A. Benefits are available to Association employees who are members of the retirement plan under the 1/60 program retroactive to April, 1938 (Section 75e).
- B. Effective July 1, 1991, Tier I and Tier II Association employees shall be eligible for the early retirement incentive option available under Section 75i of the New York State Employees Retirement Plan.

## **ARTICLE V – PROMOTIONS**

### **SECTION I. – *OPEN POSITIONS – OPPORTUNITIES TO APPLY***

All open positions paying higher salary differential shall be adequately publicized in every building on bulletin boards, and all qualified non-teaching personnel shall be given adequate opportunity to make application for such positions.

### **SECTION II. – *COMPETITIVE POSITIONS***

In filing competitive positions, the district shall request the Nassau County Civil Service Commission to conduct a promotional examination. In instance where the county will not approve a promotional examination, the District will then seek an open competitive examination as required under Civil Service Laws and Regulations if there is no list in existence.

### **SECTION III. – *NON-COMPETITIVE POSITIONS***

- A. All promotional vacancies within a given classification shall be filled by the Board on the basis of qualification and seniority. Past performance shall be considered as part of qualification.

- B. For purposes of promotions, seniority as hereinafter defined in Article VI, Section I., shall mean time worked within the classification where the promotional vacancy exists.

#### **SECTION IV. – STEP PLACEMENT OF PROMOTED EMPLOYEES**

Effective July 1, 2023, upon promotion to a higher title (10-month to 10 month or 12-month to 12-month), the employee will move to the step on the salary schedule (10-month or 12-month, as appropriate) representing a new salary closest to but not less than 10% above the employee's pre-promotion salary.

Effective July 1, 2023, employees being promoted from a 10-month position to a higher 12-month position will be moved to a new step in accordance with the following procedure:

- a. Identify the step number on the 12-month salary schedule that is the same as the employee's pre-promotion step number on the 10-month salary schedule (e.g., Step 6 on the 10-month schedule to step 6 on the 12-month schedule) (the "Pre-Promotion 12-month Equivalent").
- b. Add 10% (ten percent) to the Pre-Promotion 12-month Equivalent, resulting in the "Promotion Adjustment."
- c. Place the employee on the corresponding step on the 12-month salary schedule of the post-promotion title that is closest to but not less than the Promotion Adjustment.

#### **SECTION V. – NEW EMPLOYEES**

- A. All new employees hired to full-time or permanent part-time (20 or more hours per week) positions shall be approved by the Board of Education within sixty (60) days of hiring and notice of same shall be given to Unit President.
- B. Persons hired for temporary positions shall be notified at time of hiring of the temporary nature of employment and same shall be noted on the employment application.
- C. Permanent appointments of new employees shall comply with the Civil Service Law and applicable regulations promulgated thereunder.

## ARTICLE VI – SENIORITY

### SECTION I. – *LAYOFFS*

If layoffs become necessary, provisional and probationary employees within a group classification shall be laid off before any permanent employees shall lose any time. If, after all provisional and probationary employees in a particular group 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 position classification, i.e., that last person hired shall be the first person laid off and the last person laid off shall be the first person re-hired. It is understood that position classification as used herein refers to positions identified in the annexed Salary Schedules (A, B, & C). Positions separately identified shall not be deemed to constitute the same position by reason of alignment over a common salary step schedule.

### SECTION II. – *RE-HIRING*

- A. Before hiring any new employees, the available work must first be offered to employees on layoff in the same category who were laid off within three (3) years of the date that the opening occurs, by sending a written notice to such employee by registered or certified mail, return receipt requested, directing him/her to return to work at a date and time not less than fourteen (14) calendar days from the date of the mailing of such notice, except that employee must notify District in writing within ten (10) calendar days of decision or be deemed to have rejected re-employment.
- B. Persons re-hired after layoff shall be employed on the basis that they will enjoy the same salary step, vacation entitlement and other benefits afforded them under the terms of the contract currently in force; no benefit or salary step accrual shall occur during layoff period.

**SECTION III. – WAGES AND SENIORITY OF PERMANENT PART-TIME  
EMPLOYEES TRANSFERRD TO FULL-TIME EMPLOYMENT**

Employees transferred from part-time to full-time status shall be placed on the salary step computed as follows:

The number of hours worked over the previous years will be totaled to arrive at a total number of hours to date. This total number of hours will be divided by 1650 hours for a full-time position 12 month position. The total number of hours will be divided by 1400 hours for a full-time 10 month position. The result of the division will determine the number of hours experience to be allowed for such employee for benefits based on service time and for placement on step of a full-time position. If the result is 75% or more, a full year will be granted; if less, no credit for the year will be given, only benefits will be payable.

Converted credit time as determined under Article VI, Section III shall not constitute seniority time entitlement in converted full-time position for layoff purposes.

**ARTICLE VII – ASSISTANCE IN ASSAULT OR CIVIL CASES**

**SECTION I. - REPORT OF ASSAULTS**

Association employees shall promptly report all cases of assault brought against Association employees and/or civil actions 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. The following statute sections are set forth as informational items to employees of the unit and relate to certain protections in the case of claims or any judicial proceedings involving members of the unit arising from the duties they perform in the Bethpage Public Schools. It is understood and agreed that the recital of these sections does not add or detract from the school district's statutory obligations by reason of their recital herein. They are intended solely for the convenience of the unit employees in ascertaining their rights.

SECTION 3023 – This section covers protection of employees under certain circumstances in claims charging negligence.

SECTION 3028 – This section sets forth the duties of school districts in connection with providing attorney and paying legal fees in the case of civil or criminal charges arising from disciplinary actions taken against any pupil of the district while the employee is in the discharge and within the scope of employee's or authorized volunteer duties.

NOTE: All of these sections provide for prompt notice to the School Board. It is imperative that any employee who has knowledge of any claim or proceeding which may arise out of his/her duties in the schools forthwith give notice to the School Board as provided by statute, together with any papers, court processes, letters or other documents received. In addition, the employee should promptly refer to the above-stated statutes in order to determine his or her rights as set forth by the identified legislation.

## **ARTICLE VIII – EMPLOYEE RATINGS**

### **SECTION I. - *RATING REVIEWS***

Any rating of an employee shall be in writing and shall be shown to the employee by her or his supervisor. The employee shall review same and initial. It is clearly understood that initialing such rating shall not be deemed to indicate agreement therewith.

## **ARTICLE IX – MISCELLANEOUS**

### **SECTION I. - *PRIOR WORK CREDIT – NEW EMPLOYEES***

All employees new to the District and appointed by the Board may be granted credit for prior related work experience.

## **SECTION II. - *QUALIFICATION OF EMPLOYEES***

No person shall be permanently employed by the District in a non-teaching capacity who is not qualified under applicable Civil Service Laws and Regulations.

## **SECTION III. - *COMPENSATION OF EMPLOYEES WORKING OUT OF TITLE***

No person shall work out of title for a consecutive period in excess of ten (10) consecutive work days, unless compensated following such week, at the same rate of pay such employee would earn had she/he achieved a promotion notwithstanding the fact that the position is temporary. The promotional rate during such temporary service shall terminate upon return of employee to her/his regular work. It is understood and agreed that coverage provided for vacation periods shall not result in such increased rate of pay at the promotional rate, provided that the vacation period does not exceed four weeks.

## **SECTION IV. - *PAYMENT OF DISTRICT APPROVED STUDY COURSES***

Courses of study undertaken with District approval pertinent to the employee's occupation, shall be paid by the District and District shall provide necessary books which however, shall be the property of the District. Employee taking courses with prior District approval outside of working hours shall be granted compensatory time with pay. When courses are taken during working hours with District approval, employee shall receive regular pay. Employees applying to attend such study courses shall receive an answer granting or denying such application within a reasonable period time.

## **SECTION V. - *POST RETIREMENT BENEFITS***

Post-retirement benefits currently being provided to retired employees shall be continued as follows: **HEALTH INSURANCE:** The district will pay 50% of individual coverage and 35% of family coverage of the plan in effect at retirement. The employee's contribution will be deducted from this retirement allowance by the New York State Employee's Retirement System.

## **SECTION VI. – COLLECTIVE BARGAINING AGREEMENT**

The Association shall not allege interference with this Collective Bargaining Agreement if the District administratively grants one (1) sick day usable only during period from September 1 to June 30, or accumulable as part of sick day accumulations of any ten (10) month employee of the Association employed for nineteen (19) or more days as a per diem employee, by mutual consent of such employee and the District during the period from July 1 to August 31 of any year.

It is understood that such July or August per diem employment by the District of any one or more 10 month employees shall not constitute or create any contractual or negotiatory rights on behalf of the Association with reference to the July or August employment of such ten (10) month employees of the Association.

## **SECTION VII. – USE OF PERSONAL AUTO**

Employees will receive semi-annual forms to reimburse them when they use their personal automobiles, when authorized by their supervisor to do so for district business, at the then-current IRS rate for mileage. Employee shall obtain written confirmation of such mileage use from authorizing supervisors at least once weekly and shall attach same to forms to be furnished by district upon request of employee for semi-annual reimbursement for use of their personal automobiles.

## **SECTION VIII. – PERSONNEL ASSIGNMENTS**

District shall notify the Association president of any permanent change in work assignments and addition or termination of unit personnel.

## **SECTION IX. – CONFIDENTIAL EMPLOYEES**

The District and Association recognize the need for certain clerical positions to be classified as Confidential due to the sensitivity of issues worked on. There are five Confidential positions: one (1) in the Office of the Superintendent, two (2) in the Office of the Assistant Superintendent for Business, and (2) in the Office of the Assistant Superintendent for Human Resources, which will remain

Confidential until such time that the District and Association mutually agree to change their status.<sup>1</sup> This shall not be construed to limit the District's position or right to assert that other positions now or in the future may be confidential.

In addition, the Association acknowledges that certain management positions will continue to be outside the Association, including, without limitation, Treasurer, Accountant, Junior Accountant and Supervisor of Transportation.

The District and the Association acknowledge the addition of non-Confidential Administrative Assistants within the unit. Salary will be aligned to the Stenographic Secretary as per Schedule A of the contract.

#### **SECTION X. – NURSES' CONFERENCE**

Each year nurses will be permitted to attend one nurses' conference directly related to their position and duties with the District, at District expense, provided the request for attendance is made in advance of the conference and is approved by the Superintendent of Schools or his/her designee. Such yearly conference attendance shall be approved only if same is held within the State of New York and the cost to the District does not exceed \$150.00 per nurse per year. The Superintendent or his/her designee reserves the right to reject requests for attendance at conferences which are not directly related to the nurses' position and/or duties in the District.

#### **SECTION XI. – INCREMENTS**

Increments shall be paid to employees only in the September or February of each school year immediately following an employee's anniversary (hiring) date.

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<sup>1</sup> As of April, 2018 those five Confidential positions are: Superintendent's Secretary, Administrative Assistant to the Assistant Superintendent for Business, Administrative Assistant for Purchasing/Negotiations, Personnel Clerk and Senior Typist Clerk in the Human Resources Department. The parties recognize that as needs change the actual Civil Service titles of those positions may change but the position substantially providing the same services will remain confidential, irrespective of title.

## **ARTICLE X – ON THE JOB INJURIES**

### **SECTION I. – *COMPENSATION DURING ABSENCE***

- A. Association employees shall receive, at employee's option, full pay under sick leave coverage to the extent thereof, or in the alternative, employee may apply for Workmen's Compensation, however, without using employee's sick leave days. If employee elects to use sick leave days and district is reimbursed by Workmen's Compensation for days out, the employee will be credit with the number of sick days equivalent to the compensation reimbursement received by the district. It is understood that during the 5 work days waiting period, employee may use sick leave.
- B. The district shall provide a short term disability income policy conforming to the requirements of the existing New York State Disability Benefits Law (DBL) for all members of the Association described in Article I, Section II, with the employee members contribution to the premium being the maximum permitted by law.

## **ARTICLE XI – LEAVE ALLOWANCE**

### **SECTION I. – *SICK LEAVE***

- A. During the probationary period of all unit employees employed 20 hours or more per week, said employees shall not be entitled to paid sick leave. Following successful completion of the probationary period, such employees shall be credited with sick leave days she/he would have earned as a non-probationary employee commencing from the first day of probation and such leave days together with additional sick leave days earned after the probationary period may be accumulated as provided in Section IB of this article.
- B. All unit employees shall be entitled to one (1) sick day per month of their regular scheduled months of service during the school year. Such sick leave days, if not used, are cumulative to 200 days.

- C. Sick leave may be taken in full or half day increments only. Employees are prohibited from taking smaller portions of work days as sick leave.
- D. Employees absent for more than five (5) consecutive working days because of personal illness are required to submit a doctor's certificate, explaining nature of illness, upon return to duty in order to claim sick leave beyond five (5) days.
- E. Any employee leaving during workday due to on the job injury shall be paid for the full day.
- F. Irrespective of the provisions of paragraph D., after an employee has taken three (3) days of sick leave on a Friday or Monday, or on the days preceding or following a paid holiday or vacation, in a school year, the Superintendent, in his discretion, can request that such employees who thereafter during the school year take sick leave on a Friday or Monday, or on the days preceding or following a paid holiday or vacation, submit a doctor's note validating their inability to report to work on those days. Failure to provide such doctor's note for any such day shall disqualify employee's entitlement for sick leave pay for such days and employees shall not be paid for absence on any such disqualified day.

**SECTION II. - *APPEARANCES BEFORE COURTS AND GOVERNMENT AGENCIES  
RESULTING FROM SCHOOL DISTRICT DUTIES***

If an employee, by reason of her/his duties in the District, is required to appear before the State Motor Vehicle Bureau, Department of Education, or any other Federal, State, County, Town or Village agency, the employee shall be granted leave without loss of pay or without charge to any other leave allowance.

**SECTION III. - *PERSONAL LEAVE***

- A. Each member of the bargaining unit shall be entitled to four (4) personal leave days annually. Members must consult and reach agreement with their supervisor prior to the use of a personal day; however, members do not need to provide a reason for the use of the personal day. Except for unforeseeable emergencies, twenty-four (24) hours' notice shall be given and approved by the

employee's supervisor. In the case of an unforeseeable emergency, the building Principal or an Assistant Superintendent must be advised of the reason as soon as possible. Each member may redeem up to two unused personal days at the end of each school year, at the rate of \$250 per day. Payment will be made as a separate check. Fifty percent (50%) of a unit member's remaining personal days (those that are not redeemed and not used during the school year) shall be added to the accumulated sick leave allowance.

- B. 1. Employees with a minimum of seven (7) years in district service shall be entitled to one (1) year's personal leave without pay, without loss of seniority accrued prior to commencement of such leave. Employee taking such leave shall on return be placed on the next salary step which said employee would have received during the leave year if such leave had not been taken.
2. No more than two (2) employees shall receive such personal leave in any year of this agreement and no more than one (1) employee in any office or classification in any year.
3. Eligible employees shall be entitled to apply for such personal leave between January 3 to April 15, in any year. Such leave shall be granted on the basis of first filed request, in the event of applications in excess of the number provided for herein. In the event that more than one application is filed on the same day, the application of the employee with the greatest period of service in the district shall be deemed first filed as between such employees filing on the same date.
4. In the event of a medical emergency involving a member of employee's immediate family which for purposes of this article shall also include parents of employee or of their spouses, the foregoing period required for application of personal leave to be made within the period from January 3 to April 15 as above provided may be waived and such leave may be requested at any time during the year to commence as soon as practicable within the year of application provided the number of employees on leave shall not exceed the maxima provided above.

**SECTION IV. – *BEREAVEMENT LEAVE***

Employees shall be permitted four (4) days of leave per death in the immediate family of the employee, contiguous to the date of death. For the purposes of this section, “immediate family” shall be limited to the unit member’s parent, parent-in-law, grandparent, grandchild, sister, brother, sister-in-law, brother-in-law, spouse, child, stepchild, step-parents, or relative living in the household of the employee.

**SECTION V. – *SUPERINTENDENT’S CONFERENCE DAY***

The Superintendent shall designate one (1) Superintendent’s conference day per year during which ten month employees are permitted to be off with pay. If, however, Administration requires such employees to work on that designated day for training or other purposes deemed appropriate by Administration, such employees shall be given an additional day off with pay to be used during the same school year.

**SECTION VI. – *JURY DUTY***

Association employees required to appear or serve on jury duty, shall be reimbursed for all pay lost as a result of such service or appearance. The employee’s salary shall be maintained, but she/he shall be required to payover or re-endorse to the Board or other designated authority any monies or checks received in payment for such jury service. Notice of jury duty must be submitted to the Assistant Superintendent for Business.

**SECTION VII. – *ASSOCIATION MEETING AND VISITATIONS WITHIN OR OUTSIDE THE DISTRICT***

- A. Approval to attend such meetings will be confined to areas of employee’s subject or specialty at the recommendation of the Assistant Superintendent for Business approved by the Board of Education or its designated representatives.
- B. Four members of the Association shall be allowed, at unit’s expense, to attend one C.S.E.A. conference per annum, not to exceed one (1) day, without loss of pay or leave time. If a single

member attends conference(s), four days shall be allowed. Forty-eight hour prior notice shall be given the District for such leave.

**SECTION VIII. – *GRIEVANCE COMMITTEE VISITATIONS DURING WORKING HOURS***

Where urgent circumstances so require, a member of the Association Grievance Committee, on prior authorization of the Assistant Superintendent for Human Resources or such other person as Superintendent may designate on prior notice to unit, and provided there is no interference with District operation, may be allowed to investigate the grievance during working hours.

**SECTION IX. – *MEDICAL EXAMINATION***

- A. School ordered examinations or routine examinations performed by a doctor selected or provided by the District shall be paid for by the District and shall be conducted during normal working hours, except that where the doctor designated by the District has no hours available during normal working hours, such examinations shall be conducted after normal working hours without employee time charged to the District.
- B. If the employee chooses his/her own doctor for routine examination, said employee shall pay the medical fee. Time off provisions as above will apply.

**SECTION X. – *REDEMPTION OF UNUSED ACCUMULATED SICK LEAVE ON RETIREMENT OR DEATH (Limited to Employees 20 hours per week or more)***

**A. REDEMPTION OF SICK DAYS UPON RETIREMENT**

**1. ELIGIBILITY**

- a. Only Association members employed twenty hours or more per week shall be entitled to the benefits of this Article XI – Section X.
- b. Effective July 1, 1980 an Association member who is or becomes eligible to retire and to receive retirement benefits under the New York State Retirement System and who submits a retirement resignation to the District to take effect within thirty (30) days

of the effective date of retirement under the New York State Retirement System with proof to the District that such retirement has been granted under the Retirement System shall be entitled to receive the sick day monetary redemption as set forth in Article XI – Section X, 2 (a), (b) 1., (b) 2., 3 (a), 3 (b).

2. REDEMPTION RATE

- a. Effective July 1, 2018, the rate for the redemption for all unused sick leave days shall be increased to \$100.00 per day, up to a maximum of 200 days.

For purposes of sick day monetary redemption employees whose effective retirement resignation date occurs at a time other than June of any school year shall be credited with one (1) sick day for every month that they were regularly employed since the June 30 immediately preceding the effective date of their retirement resignation from the District.

- b. 1. Part-time Association members, i.e., those regularly employed less than thirty-five (35) hours per week who are eligible and qualify for sick leave, any monetary redemption pursuant to Article XI – Section X A., 1., (a) and (b) shall receive a prorated benefit based on the Schedule provided above (Article XI – Section X A-2.(a).) as follows:

<u>Persons employed</u>	<u>Receive Amount</u>
20-24.99 hours per week .....	57.1% of scheduled amount
25-29.99 hours per week .....	71.4% of scheduled amount
30-34.99 hours per week .....	85.7% of scheduled amount

Any part time member regularly employed twenty (20) or more hours but less than twenty-five (25) hours per week or twenty-five (25) or more hours but less than thirty (30) hours per week, etc., shall have his or her regularly worked hours per week between 20-24.99 25-29.99, 30-34.99 credited at the same rate as the part time percentages above set forth.

2. In the event that a change of regular work week schedule occurs at the beginning of any work year, i.e., full time to part time or part time to full time, Association members shall be provided with a statement showing the number of sick days accumulated under the schedule worked before such change and the hours per week worked under such prior schedule in order to determine the value of sick days accumulated prior to the change of regular work week schedule. For purposes of this Article XI – Section X only if any regular work schedule is changed during the school year, hourly work weeks during the year when such change occurs shall be averaged as of June 30 following the change in order to determine the value of sick days accumulated during said year.

Example: Full time employee changed to half-time in mid-year of employee's work year (7 hours to 4 hours per day or 35 hours to 20 hours per week) who works for the full year – employee in such year shall be credited with 5½ hours per day or 27% hours per week for such year. Regular work schedule as used herein shall not include overtime assignments or temporary schedules that do not continue in excess of two (2) calendar months of any work year.

### 3. CALCULATION OF ACCUMULATED SICK LEAVE

a. The accumulations of sick days establishing an employee's eligibility for purposes of monetary redemption under this article shall be reckoned on the basis of the employee's regular work schedule at the time of accumulation so that an employee, for example, that accumulated sixty (60) days as a twenty (20) hour per week employee and thirty (30) days as a full time thirty-five (35) hour per week employee shall be credited with ninety (90) days of accumulated sick days albeit that the sixty (60) days accumulated under the twenty (20) hours per week work schedule shall be redeemable at 57.1% of the schedule amount shown under paragraph 2 (as above) and thirty (30) days shall be redeemable at 100% of said schedule amount.

b. The fact that one and three-quarters (1¾) of part-time (4 hours per day) sick days accumulation are required to provide sick pay for one full day's absence on a full-time (7 hours per day) schedule, shall not reduce sick day accumulations that employee achieved while employed under a part-time schedule in determining eligibility under Article XI, Section X, Subsection 2(a), nor in like manner shall the fact that each sick day accumulated while an employee works full-time (7 hours per day) providing compensation for one and three-quarters (1¾) days of absence if such an employee's regular work day schedule is changed from seven (7) hours per day to four (4) hours per day, serve to increase the number of days accumulated in establishing eligibility under said Article XI, Section X, Subsection 2(a).

c. Effective July 1, 2015, the District shall provide an opportunity for unit members to participate in a Deferred Compensation Plan for contributions by unit members pursuant to Section 403(b) of the Internal Revenue Code. Any and all payments made pursuant to the cash monetary redemption for accumulated sick days shall be paid into this plan. The District's sole liability pursuant to this provision shall be limited to gross negligence in failing to make appropriate contributions as directed by the employees in accordance with the provisions of statute and the rules of the provider. Unit members waive any and all claims against the District that they may have with respect to the Deferred Compensation Plan. The provision for contributions by unit members pursuant to Section 403(b) or 457 of the Internal Revenue Code, or any other retirement plan(s) shall not be subject to Civil Service Law Section 209-a(1)(e).

## B. REDEMPTION ON DEATH OF EMPLOYEE

1. In the event that any Association member eligible to receive monetary redemption of sick days under Article XI – Section X A., 1., (a) dies prior to retirement, his/her estate shall be entitled to receive monetary redemption of all accumulated sick days to the same extent

as if such employee had duly submitted a retirement resignation one (1) day prior to his/her death in accordance with Article XI – Section X A., 1., (b).

2. In the event that no estate is established for an employee entitled to this benefit for a period of one year after death, or if the District is satisfied that there is no estate administrable through the Surrogate Court, the District may upon receipt of affidavits or other proof satisfactory to the District pay over the full amount of the benefit here to employee's spouse in the first instance, thereafter to the next of kin pursuant to the Laws of Distribution of the State of New York, made and provided for in the case of intestacy. Any payment by the District made pursuant to affidavits and/or other reasonable proof shall relieve the District of any further liability hereunder, so long as the District makes such payments in good faith. Benefits hereunder, for which no written claim has been made within two (2) years of employee's death shall lapse, without any future liability to the District.
3. No interest shall be payable on the death benefit provided herein, unless the District fails or refuses without reasonable cause to pay same within ninety (90) days of a duly verified notice of claim received within two (2) years of employee's death. Delay resulting from the District's desire to obtain satisfactory proof of claimant's rights to payment shall constitute reasonable cause.

## **ARTICLE XII – NOTICE OF ACCUMULATED BENEFITS AND SALARY**

Association employees shall be advised, by October 1st, barring unforeseen difficulties, of their rate of pay and accumulated benefits.

## **ARTICLE XIII – PREGNANCIES**

Permanent Association employees shall, upon written request, be granted up to one (1) year maternity leave, and shall be reinstated at the same or comparable step on their return.

## **ARTICLE XIV – HOLIDAYS**

All 12 month Association employees shall be granted eighteen (18) paid holidays per annum to be designated by the Superintendent of Schools during the period from July 1 to June 30 of each year, plus one (1) additional paid day, on an option basis, following consultation and agreement with supervisor. The aforementioned holidays shall include Christmas Eve, Holy Thursday, Juneteenth, Yom Kippur, Rosh Hashanah and New Year's Eve. However, the second day of Rosh Hashanah shall be an additional nineteenth (19th) paid holiday only when it occurs during the week (Monday through Friday). In the event the second day of Rosh Hashanah occurs on a weekend day (Saturday or Sunday) employees shall not receive time off or pay for such holiday. Furthermore, if District schools are open to students on Rosh Hashanah, Association members are required to report to work for their regular work day.

## **ARTICLE XV – PERSONNEL FILES**

### **SECTION I. – *RIGHT TO EXAMINE***

Upon request, any Association employee shall be permitted to examine her/his official employment and personnel file, confidential information excepted.

### **SECTION II. – *SINGLE FILE PER EMPLOYEE***

There shall be only one Association employee personnel file in which the above type of material is filed.

**SECTION III. – UNFAVORABLE REPORTS**

No material derogatory to a unit member's conduct, service, character, or personality shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge that she/he has read material by affixing her/his signature on the actual copy to be filed with the understanding that such signature merely signifies that she/he read the material to be filed, and does not necessarily indicate agreement with its content.

**SECTION IV. – EMPLOYEE'S RIGHT TO ANSWER**

The employee shall have the right to answer any material filed, and her/his answer shall be attached to the file copy.

**ARTICLE XVI – ASSOCIATION BUSINESS**

**SECTION I. – USE OF DISTRICT FACILITIES**

Permission shall be granted for the use of District facilities for meetings within the policy covering non-school use of school facilities. Appropriate application must be filed and approved by authorizing person.

**SECTION II. – BULLETIN BOARD**

At least one bulletin board shall be reserved at an accessible place in each building and/or department, for the exclusive use of the Association for the purpose of posting. Abusive or derogatory material to be excluded. Such material shall deal with proper and legitimate Association business.

**SECTION III. – BOARD MEETING AGENDAS**

Two copies of the agenda for a Board meeting shall be forwarded, to the Association President, as soon as prepared.

#### **SECTION IV. – *DISTRICT MAIL SERVICE***

Association shall have permission to use District's mail service for Association business, so long as such permission is not abused. No correspondence which is disparaging to the character or integrity of School District officers or personnel shall be circulated through District mail service.

#### **SECTION V. – *REPRODUCTION OF CONTRACT***

This Agreement shall be reproduced without cost to the Association, and copies shall be distributed to all members within a reasonable period.

#### **SECTION VI. – *MEETING WITH DISTRICT ADMINISTRATOR***

Approximately once monthly at the request of either party, an appropriate Administrator and Officers of the Association will meet to discuss problems or to clarify concerns of either party for the purpose of promoting harmony amongst Association members and the District. In any event, an Administrator and the Officers of the Association shall meet once during the third and sixth months of the school year to promote the foregoing purpose.

#### **SECTION VII. – *MEETING WITH SUPERINTENDENT***

The Unit President, or her designee, shall be allowed up to four (4) hours each month to meet with the Superintendent, or his designee, during school time, to discuss labor-management concerns, provided that these meetings shall not result in any cost to the District; e.g., require use of substitutes.

### **ARTICLE XVII – DUES DEDUCTION**

#### **SECTION I. – *RESPONSIBILITY FOR DEDUCTIONS FROM WAGES***

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, NY 12210 on a payroll

period basis. No other organization shall be accorded any payroll privileges without the express consent and written authorization of CSEA, Inc.

CSEA agrees to indemnify and hold the District harmless from any and all claims or liabilities resulting from this amendment to the collective bargaining agreement.

## **SECTION II. – ASSOCIATION’S RIGHT TO WAGE DEDUCTION INFORMATION**

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

## **ARTICLE XVIII – NEW POSITIONS**

### **SECTION I. – CREATION OF NEW POSITIONS**

When titles describing a new position are created, salaries for those positions must be negotiated with Association representative to be effective in the next budget year.

## **ARTICLE XIX – SALARIES (Base)**

### **SECTION I. – SALARY SCHEDULES**

A. The Salary Schedules for the school years July 1, 2022 – June 30, 2027 are hereto annexed, and made part of this Agreement as per Appendix A. The schedules are: Schedule “A” 12 Month Employees; Schedule “B” 10 Month Employees; Schedule “C” Nurses.

B. Salary Increases

2022-2023: 2.0% increase to 2021-22 salary schedules, effective 7/1/22 (Schedules A, B, & C) and all eligible employees shall advance to the next step.

2023-2024: 2.0% increase to 2022-23 salary schedules, effective 7/1/23 (Schedules A, B, & C) and all eligible employees shall advance to the next step.

2024-2025: 2.0% increase to 2023-24 salary schedules, effective 7/1/24 (Schedules A, B, & C) and all eligible employees shall advance to the next step.

2025-2026: 2.0% increase to 2024-25 salary schedules, effective 7/1/25 (Schedules A, B, & C) and all eligible employees shall advance to the next step.

2026-2027: 2.0% increase to 2025-26 salary schedules, effective 7/1/26 (Schedules A, B, & C) and all eligible employees shall advance to the next step.

Note: As of July 1, 2022, Association members on staff on that date who have exceeded the top step of the salary schedule are paid in accordance with Appendix B.

“Eligible employees”, as used above, refers to all employees who have not reached the top step in their respective salary schedule, and are entitled to a step increase on the anniversary date of their last step increase until they reach the last step on their respective salary schedules. Salary Schedule increases as used above means all steps on “Salary Schedule” but does not include any longevity benefits or other employee compensation provisions other than regular salary steps.

- C. Without abridgement of any other lawful rights of either party hereto, it is expressly understood that the district in its discretion shall be entitled to reduce or increase the length of the teacher aide’s work day and that teacher aide salaries shall be decreased or increased by proration. It is further understood that variations of length of work day may be made on a building function basis without regard to seniority.

## **SECTION II. – *LONGEVITY ENTITLEMENT***

Longevity Entitlement for all employees hired before July 1, 2015, longevity entitlements will be as follows:

- \$1,250.00 after completion of twelve (12) years of continuous District Service on full-time salaried basis.

- An additional \$1,250.00 after completion of fifteen (15) years of continuous District Service on full-time salaried basis.
- An additional \$1,250.00 after completion of eighteen (18) years of continuous District Service on full-time salaried basis.
- An additional \$1,250.00 after completion of twenty-one (21) years of continuous District Service on full-time salaried basis.
- An additional \$1,250.00 after completion of twenty-eight (28) years of continuous District Service on full-time salaried basis.

Longevity Entitlement for all employees hired on or after July 1, 2015, longevity entitlements will be as follows:

- \$1,250.00 after completion of twelve (12) years of continuous District Service on full-time salaried basis.
- An additional \$1,250.00 after completion of fifteen (15) years of continuous District Service on full-time salaried basis.
- An additional \$1,250.00 after completion of twenty-one (21) years of continuous District Service on full-time salaried basis.

### **SECTION III. – *COMPUTATION OF HOURLY RATE FOR OVERTIME AND DOCKING PURPOSES***

The method for determining the hourly rate for unit members, solely for the purposes of calculating overtime pay and docking of wages, shall be as follows: for full-time twelve (12) and ten (10) month employees, the hourly rate shall be determined by, first, dividing their annual salary by the applicable number of bi-weekly pay periods in a work year and, then, dividing that figure by seventy (70), which number represents the amount of normally assigned work hours for full-time employees in a bi-weekly pay period. For part-time twelve (12) and ten (10) month employees, the hourly rate shall be determined by, again first, dividing their annual salaries by the applicable number of bi-weekly pay

periods in a work year and, then, dividing that figure by the number of work hours normally assigned to the part-time employees during the bi-weekly pay period. It is agreed and acknowledged by the parties that the above method for calculating the hourly rate shall have no effect on, and no relation to, the method for calculating unit members' annual salaries.

## **ARTICLE XX – INSURANCE**

### **SECTION I. – *ELIGIBILITY***

Bargaining Unit employees must be hired to work twenty (20) or more hours per week to be entitled to Insurance coverage under this article. Health and dental insurance coverage provided to eligible part-time employees, as defined in the preceding sentence, who are hired on or after July 1, 1991 shall be prorated based on their hours worked.

### **SECTION II. – *HEALTH INSURANCE***

- A. It is understood and agreed that the district shall pay 90% of the cost of enrollment in any of the following Health Plans: H.I.P., Empire Core Plus. Coverage may be for either individual or family plans. Association members hired after November 15, 2011 will contribute twenty (20%) percent of the costs of premiums for individual and family coverage.
- B. Association members first employed in this District after June 30, 1980 shall be entitled to enroll only for the “Empire Core Plus” health plan. Any person who was regularly employed on or prior to June 30, 1980 but was excessed thereafter, shall, on recall, be entitled to enroll in the plan held at time of excess.

### **SECTION III. - *SHARING OF SCHOOL DISTRICT'S PREMIUM COST OF HEALTH INSURANCE UPON EMPLOYEE WAIVER OF COVERAGE***

During the term of this agreement a unit employee who is employed by the Bethpage Union Free school District as of October 12, 1988 and who is enrolled or is eligible to enroll in a District Health Plan under either Individual or Family Coverage as of said date may elect to withdraw from such District Health Plan and waive the coverage (either Individual or Family) in force thereunder as of said date,

whereby such electing employee shall be entitled to receive \$4,000. Such payment(s) shall be prorated based on the effective date of the withdrawal, and shall be made in two installments, on or about the first pay period in December and/or June after submission by the employee of a written election to withdraw from the Health Insurance Plan. An election to withdraw from the Health Plan and waive the coverage provided as of the above date shall be made and subscribed on forms and in the manner prescribed by the District, and such withdrawal and waiver of coverage shall take effect as soon as permitted by the rules of the New York State Health Insurance Program. The availability of said withdrawal and waiver of coverage with a resulting savings and sharing of District's premium costs and subsequent right of re-entry after such withdrawal shall be subject to requirements of the insurer and the insuring contract and/or any relevant law or rules and regulations of any governmental agency having the force of law; it is further understood that such withdrawal/waiver shall not occur or continue if it prevents compliance with insurers requirements as to the percentage and/or number of unit participants for District continuation or renewal of participation in the affected Health Plan. Any person hired after October 12, 1988 irrespective of the coverage selected at the time of hire (Individual or Family) who thereafter elects to withdraw from enrollment in the District Health Plan and waive coverage thereunder shall be entitled to a payment of \$4000.

Payment for the aforementioned waiver of coverage is expressly contingent upon the presentation of proof in a form acceptable to District administration, that the employee has equivalent coverage (i.e., from a source other than the District under the policy of a spouse).

#### **SECTION IV. – *DENTAL INSURANCE PLAN***

- A. Commencing with July 1, 1999, and thereafter, the District's contribution to the existing Dental Plan shall be limited to \$20.05 per month for single enrollment and any premium cost exceeding \$20.05 per month shall be paid by payroll deduction of the employee participating in said plan on single enrollment basis.

- B. Commencing with July 1, 1999, and thereafter, the District's contribution to the existing Dental Plan shall be limited to \$58.98 per month for family enrollment and any premium cost exceeding \$58.98 per month shall be paid by payroll deduction of the employee participating in said plan on family enrollment basis.
- C. Association shall be provided with an opportunity to make recommendations to the District for changes in said Dental Plan by submitting a different plan available through District's broker if possible, for purpose of effectuating economies in premium cost, provided that any change of plan must be made in conjunction with other units involved in said plan; provided further that such change shall be subject to and shall conform with times or dates that do not conflict with existing contracts or result in redundant premium costs payable to the existing carrier because of plan change or because of a change of carriers.

**SECTION V. – *EXTENDED HEALTH BENEFIT***

- A. In the event that an employee, in the course of continued disability, or illness entitling such employee to use of sick leave compensation, exhausts his/her leave entitlement and goes off payroll, the district shall pay the full premium for medical insurance of the particular medical plan in which such employee is enrolled at the time such illness or disability commenced for a period of three (3) months from date that employee goes off payroll.
- B. If employee is not back on payroll at the end of the three month period set forth in paragraph A, employee may petition the Board of Education for an extension of the premium benefit recited in said paragraph A for a maximum period of an additional three (3) months. The grant or denial of such petition shall be at the sole discretion of the Board of Education and shall not be grievable either by the petitioning employee or the representative of the bargaining unit.
- C. The premium benefits set forth in paragraph A above, if granted, shall be subject to and contingent upon full cooperation of the affected employee in providing all information, including without limitation medical reports and hospital reports, and, if necessary, medical

examinations, which the district may require to obtain a waiver of premium from the provider of such medical insurance.

#### **SECTION VI. – *LONG TERM DISABILITY POLICY***

The District will provide a long term disability insurance policy for all bargaining unit employees. The total annual cost of this coverage to the District shall not exceed \$4,500. Any additional cost shall be absorbed by the employees covered.

#### **SECTION VII. – *OPTICAL BENEFIT***

Effective July 1, 2018, employees are entitled to reimbursement of up to \$300.00 every 24 month period or \$150.00 per 12 month period, at the Employee's option for the purchase of eyeglasses or contact lenses for the employee. Such reimbursement shall only occur upon presentation by the employee of a properly completed and executed voucher and a receipt for such a purchase in a form acceptable to the Assistant Superintendent for Business.

#### **SECTION VIII. – *FLEXIBLE BENEFIT PLAN***

The District shall permit unit members to participate in the District's Flexible Benefits Plan pursuant to Section 125 of the Regulations of the Internal Revenue Service.

### **ARTICLE XXI – GRIEVANCE PROCEDURE**

#### **SECTION I.**

Should any employee have a grievance or dispute arising from Collective Bargaining Agreement between the Civil Service Employees Association and the District as to the meaning, application, performance or operation of any provision of this Agreement, such grievance or dispute shall be first informally discussed between the member, the Assistant Superintendent for Business or his/her designee and C.S.E.A. representative when requested by employee. In the event that such grievance or dispute cannot be informally resolved employee shall proceed as follows:

- A. Any employee aggrieved with relation to her/his work, may present her/his grievance in writing to the Assistant Superintendent for Personnel or her/his designee. A written report shall be given by the Assistant Superintendent for Personnel indicating what action if any, will be taken with respect to the grievance; such report shall be given within ten (10) working days of the date of presentation of the grievance.
- B. If the employee is dissatisfied with the action taken by the Assistant Superintendent for Personnel with respect to her/his grievance, such employee shall present her/his grievance in writing to the Superintendent of Schools within fifteen (15) days of the date that the Assistant Superintendent for Personnel's reply to grievant was given. The Superintendent of Schools shall thereupon submit her/his reply in writing within ten (10) days of the date of submission of the written grievance to her/him.
- C. If an employee is still not satisfied with the decision, the full complaint may be submitted within fifteen (15) calendar days of the Superintendent's reply to the American Arbitration Association for an advisory non-binding determination pursuant to the rules and regulations of said Association. Cost of Advisory Arbitration shall be paid evenly by the parties.
- D. All grievances and disputes referred to in Section I must be initiated under the above procedure within thirty (30) calendar days of the alleged contract violation and/or from the date the grievant shall have known of the alleged violation, whichever is earlier.
- E. Board of Education shall review the advisory determination and shall accept or reject within thirty (30) days the said A.A.A. determination, unless written explanation to grievant, with copy to local C.S.E.A. representative, the Board advises that additional time is required for proper determination.

## **ARTICLE XXII – SEVERANCE PAY IN EVENT OF STAFF REDUCTION**

### **SECTION I.**

Each member of the Association employed at least one (1) year shall be entitled to accumulate a severance day bank per year equal to the number of unused personal leave days per year to a maximum of twenty (20) days.

### **SECTION II.**

Any Unit employee terminated due to work force reduction shall be entitled to compensation equal to the number of accumulated days pursuant to Article XXII, Section I, above at the last rate of pay adjusted to per diem.

### **SECTION III.**

The personal leave days accumulated pursuant to Article XXII, Section I, above shall not reduce the number of conversion days from unused personal leave days to sick leave days as provided in Article XI, Section III-A, of this agreement.

## **ARTICLE XXIII - EMPLOYEE STATUS OF 10 MONTH EMPLOYEES**

During the term of this agreement, and for the purpose of this article until a successor agreement is executed, each member of the Association, employed by the District during the ten (10) month academic year, who is employed in any capacity by the District as of the last day of any academic year or term, or the last day preceding any customary and established school vacation period, holiday recess of schools or other school recess, shall continue to be employed in the same capacity at the commencement of the ensuing academic year or term and at the commencement of the period immediately following such vacation period, holiday recess or other school recess, unless such unit member is given written notice before the last day of such academic year or term, or the last day preceding such vacation period, holiday recess or other school recess, and his/her said services will not

be resumed at the commencement of the aforesaid ensuring academic year or term, or period immediately following such holiday vacation or recess.

It is understood and agreed that subject to the specific provisions of this article relating to continuation of services, the provisions of this article are not intended to, nor shall same be construed:

1. To deprive any unit member employed by the District, legal employment rights that such employee possesses in the absence of this article.
2. To deprive the District of any legal rights to terminate at any time, any employee of the aforesaid unit that the District possesses in the absence of this article.

It is further agreed that if Chapter 675 of the laws of 1977 of the State of New York are amended in pertinent part so that non-professional employees regularly employed by this District are not entitled to claim unemployment insurance benefits for periods between successive academic years, or during vacation periods or customary and established school recess period, or if any decision is made by a court of last resort construing the aforesaid provisions of law relating to unemployment insurance consistent with the above postulated amendment or said Chapter 675, then in either of such events this article shall be deemed canceled as of the effective date of such amendment or judicial determination.

## ARTICLE XXIV – STATUTORY PROVISIONS

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

By:   
\_\_\_\_\_  
James McGlynn  
Board of Education President

By:   
\_\_\_\_\_  
David Schneider (Nov 18, 2024 13:45 EST)  
David Schneider  
Superintendent of Schools

By:   
\_\_\_\_\_  
Richard Adams (Nov 18, 2024 13:01 EST)  
Richard Adams  
Labor Relations Specialist  
Civil Service Employees Association

By:   
\_\_\_\_\_  
Amanda Smyth (Nov 18, 2024 14:29 EST)  
Amanda Smyth  
Operations Unit President, C.S.E.A., Inc. Local 1000  
AFSCME, AFL-CIO. The Certified Union

**BETHPAGE UNION FREE SCHOOL DISTRICT  
OPERATIONS UNIT SALARY SCHEDULES  
Effective July 1, 2022 - June 30, 2023  
Bethpage, New York**

**Schedule A - 12 Month Employees**

Step	Senior Account Clerk	Steno Secty. Admin Asst.	Sr. Steno Principals / Attn'd Secretaries	Senior Clerk	Acct Clerk Payroll Acct Clerk Rec/Payable	Steno	Clerk Laborer/ Typist Clerk	Asst Bus Dispatcher	Hourly Typist
1	\$56,988	\$55,475	\$51,508	\$51,418	\$51,363	\$45,995	\$44,451	\$69,521	\$16.44
2	\$58,875	\$57,374	\$53,372	\$53,308	\$53,242	\$47,795	\$46,330		\$16.72
3	\$60,777	\$59,240	\$55,255	\$55,193	\$55,112	\$49,626	\$48,203		\$17.07
4	\$62,648	\$61,121	\$57,135	\$57,063	\$56,981	\$51,438	\$50,090		\$17.51
5	\$64,556	\$62,988	\$58,992	\$58,933	\$58,862	\$53,244	\$51,964		\$17.92
6	\$66,434	\$64,878	\$60,867	\$60,910	\$60,743	\$55,048	\$53,840		\$18.32
7	\$68,319	\$66,740	\$62,754	\$62,687	\$62,620	\$56,870	\$55,710		\$18.78
8	\$70,218	\$68,631	\$64,639	\$64,564	\$64,506	\$58,698	\$57,589		\$19.29
9	\$72,101	\$70,500	\$66,514	\$66,532	\$66,364	\$60,501	\$59,475		
10	\$73,986	\$72,385	\$68,391	\$68,323	\$68,246	\$62,326	\$61,352		
11	\$75,884	\$74,276	\$70,268	\$70,213	\$70,131				

**Salary Schedule B - 10 Month Employees**

Step	Admin Asst.	Sr. Steno Principals Secretaries	Steno	Sr. Library Clerk & Sr. Clerk	Typist Clerk	Teacher Aide Full-Time
1	\$42,603	\$39,298	\$36,324	\$39,238	\$33,911	\$33,911
2	\$44,057	\$40,721	\$37,743	\$40,678	\$35,353	\$35,353
3	\$45,484	\$42,164	\$39,191	\$42,110	\$36,792	\$36,792
4	\$46,918	\$43,596	\$40,625	\$43,542	\$38,215	\$38,215
5	\$48,347	\$45,017	\$42,054	\$44,969	\$39,656	\$39,656
6	\$49,971	\$46,449	\$43,476	\$46,410	\$41,082	\$41,082
7	\$51,207	\$47,886	\$44,917	\$47,829	\$42,517	\$42,517
8	\$52,640	\$49,314	\$46,358	\$49,266	\$43,945	\$43,945
9	\$54,080	\$50,758	\$47,788	\$50,764	\$45,378	\$45,378
10	\$55,512	\$52,183	\$49,220	\$52,133	\$46,814	\$46,814
11	\$56,961	\$53,620		\$53,572		

**Salary Schedule C - Nurses**

Step	Registered Nurse
1	\$50,369
2	\$52,088
3	\$53,812
4	\$55,530
5	\$57,250
6	\$58,969
7	\$60,686
8	\$62,412
9	\$64,139
10	\$65,115

**BETHPAGE UNION FREE SCHOOL DISTRICT  
OPERATIONS UNIT SALARY SCHEDULES  
Effective July 1, 2023 - June 30, 2024  
Bethpage, New York**

**Schedule A - 12 Month Employees**

Step	Senior Account Clerk	Steno Secty. Admin Asst.	Sr. Steno Principals / Attn'd Secretaries	Senior Clerk	Acct Clerk Payroll Acct Clerk Rec/Payable	Steno	Clerk Laborer/ Typist Clerk	Asst Bus Dispatcher	Hourly Typist
1	\$58,128	\$56,585	\$52,538	\$52,446	\$52,390	\$46,915	\$45,340	\$70,911	\$16.77
2	\$60,053	\$58,521	\$54,439	\$54,374	\$54,307	\$48,751	\$47,257		\$17.05
3	\$61,993	\$60,425	\$56,360	\$56,297	\$56,214	\$50,619	\$49,167		\$17.42
4	\$63,901	\$62,343	\$58,278	\$58,204	\$58,121	\$52,467	\$51,092		\$17.86
5	\$65,847	\$64,248	\$60,172	\$60,112	\$60,039	\$54,309	\$53,003		\$18.28
6	\$67,763	\$66,176	\$62,084	\$62,128	\$61,958	\$56,149	\$54,917		\$18.69
7	\$69,685	\$68,075	\$64,009	\$63,941	\$63,872	\$58,007	\$56,824		\$19.15
8	\$71,622	\$70,004	\$65,932	\$65,855	\$65,796	\$59,872	\$58,741		\$19.67
9	\$73,543	\$71,910	\$67,844	\$67,863	\$67,691	\$61,711	\$60,665		
10	\$75,466	\$73,833	\$69,759	\$69,689	\$69,611	\$63,573	\$62,579		
11	\$77,402	\$75,762	\$71,673	\$71,617	\$71,534				

**Salary Schedule B - 10 Month Employees**

Step	Admin Asst.	Sr. Steno Principals Secretaries	Steno	Sr. Library Clerk & Sr. Typist Clerk	Teacher Aide Full-Time
1	\$43,455	\$40,084	\$37,050	\$40,023	\$34,589
2	\$44,938	\$41,535	\$38,498	\$41,492	\$36,060
3	\$46,394	\$43,007	\$39,975	\$42,952	\$37,528
4	\$47,856	\$44,468	\$41,438	\$44,413	\$38,979
5	\$49,314	\$45,917	\$42,895	\$45,868	\$40,449
6	\$50,970	\$47,378	\$44,346	\$47,338	\$41,904
7	\$52,231	\$48,844	\$45,815	\$48,786	\$43,367
8	\$53,693	\$50,300	\$47,285	\$50,251	\$44,824
9	\$55,162	\$51,773	\$48,744	\$51,779	\$46,286
10	\$56,622	\$53,227	\$50,204	\$53,176	\$47,750
11	\$58,100	\$54,692		\$54,643	

**Salary Schedule C - Nurses**

Step	Registered Nurse
1	\$51,376
2	\$53,130
3	\$54,888
4	\$56,641
5	\$58,395
6	\$60,148
7	\$61,900
8	\$63,660
9	\$65,422
10	\$66,417

**BETHPAGE UNION FREE SCHOOL DISTRICT  
OPERATIONS UNIT SALARY SCHEDULES  
Effective July 1, 2024 - June 30, 2025  
Bethpage, New York**

**Schedule A - 12 Month Employees**

Step	Senior Account Clerk	Steno Secty. Admin Asst.	Sr. Steno Principals / Attn'd Secretaries	Senior Clerk	Acct Clerk Payroll Acct Clerk Rec/Payable	Steno	Clerk Laborer/ Typist Clerk	Asst Bus Dispatcher	Hourly Typist
1	\$59,291	\$57,717	\$53,589	\$53,495	\$53,438	\$47,853	\$46,247	\$72,329	\$17.11
2	\$61,254	\$59,691	\$55,528	\$55,461	\$55,393	\$49,726	\$48,202		\$17.39
3	\$63,233	\$61,634	\$57,487	\$57,423	\$57,338	\$51,631	\$50,150		\$17.76
4	\$65,179	\$63,590	\$59,444	\$59,368	\$59,283	\$53,516	\$52,114		\$18.22
5	\$67,164	\$65,533	\$61,375	\$61,314	\$61,240	\$55,395	\$54,063		\$18.65
6	\$69,118	\$67,500	\$63,326	\$63,371	\$63,197	\$57,272	\$56,015		\$19.06
7	\$71,079	\$69,437	\$65,289	\$65,220	\$65,149	\$59,167	\$57,960		\$19.54
8	\$73,054	\$71,404	\$67,251	\$67,172	\$67,112	\$61,069	\$59,916		\$20.07
9	\$75,014	\$73,348	\$69,201	\$69,220	\$69,045	\$62,945	\$61,878		
10	\$76,975	\$75,310	\$71,154	\$71,083	\$71,003	\$64,844	\$63,831		
11	\$78,950	\$77,277	\$73,106	\$73,049	\$72,965				

**Salary Schedule B - 10 Month Employees**

Step	Admin Asst.	Sr. Steno Principals Secretaries	Steno	Sr. Library Clerk & Sr. Clerk	Typist Clerk	Teacher Aide Full-Time
1	\$44,324	\$40,886	\$37,791	\$40,823	\$35,281	\$35,281
2	\$45,837	\$42,366	\$39,268	\$42,322	\$36,781	\$36,781
3	\$47,322	\$43,867	\$40,775	\$43,811	\$38,279	\$38,279
4	\$48,813	\$45,357	\$42,267	\$45,301	\$39,759	\$39,759
5	\$50,300	\$46,835	\$43,753	\$46,785	\$41,258	\$41,258
6	\$51,989	\$48,326	\$45,233	\$48,285	\$42,742	\$42,742
7	\$53,276	\$49,821	\$46,731	\$49,762	\$44,234	\$44,234
8	\$54,767	\$51,306	\$48,231	\$51,256	\$45,720	\$45,720
9	\$56,265	\$52,808	\$49,719	\$52,815	\$47,212	\$47,212
10	\$57,754	\$54,292	\$51,208	\$54,240	\$48,705	\$48,705
11	\$59,262	\$55,786		\$55,736		

**Salary Schedule C - Nurses**

Step	Registered Nurse
1	\$52,404
2	\$54,193
3	\$55,986
4	\$57,774
5	\$59,563
6	\$61,351
7	\$63,138
8	\$64,933
9	\$66,730
10	\$67,745

BETHPAGE UNION FREE SCHOOL DISTRICT  
 OPERATIONS UNIT SALARY SCHEDULES  
 Effective July 1, 2025 - June 30, 2026  
 Bethpage, New York

**Schedule A - 12 Month Employees**

Step	Senior Account Clerk	Steno Secty. Admin Asst.	Sr. Steno Principals / Attnd Secretaries	Senior Clerk	Acct Clerk Payroll Acct Clerk Rec/Payable	Steno	Clerk Laborer/ Typist Clerk	Asst Bus Dispatcher	Hourly Typist
1	\$60,477	\$58,871	\$54,661	\$54,565	\$54,507	\$48,810	\$47,172	\$73,776	\$17.45
2	\$62,479	\$60,885	\$56,639	\$56,570	\$56,501	\$50,721	\$49,166		\$17.74
3	\$64,498	\$62,867	\$58,637	\$58,571	\$58,485	\$52,664	\$51,153		\$18.12
4	\$66,483	\$64,862	\$60,633	\$60,555	\$60,469	\$54,586	\$53,156		\$18.59
5	\$68,507	\$66,844	\$62,603	\$62,540	\$62,465	\$56,503	\$55,144		\$19.02
6	\$70,500	\$68,850	\$64,593	\$64,638	\$64,461	\$58,417	\$57,135		\$19.44
7	\$72,501	\$70,826	\$66,595	\$66,524	\$66,452	\$60,350	\$59,119		\$19.93
8	\$74,515	\$72,832	\$68,596	\$68,515	\$68,454	\$62,290	\$61,114		\$20.47
9	\$76,514	\$74,815	\$70,585	\$70,604	\$70,426	\$64,204	\$63,116		
10	\$78,515	\$76,816	\$72,577	\$72,505	\$72,423	\$66,141	\$65,108		
11	\$80,529	\$78,823	\$74,568	\$74,510	\$74,424				

**Salary Schedule B - 10 Month Employees**

Step	Admin Asst.	Sr. Steno Principals Secretaries	Steno	Sr. Library Clerk & Sr. Clerk	Typist Clerk	Teacher Aide Full-Time
1	\$45,210	\$41,704	\$38,547	\$41,639	\$35,987	\$35,987
2	\$46,754	\$43,213	\$40,053	\$43,168	\$37,517	\$37,517
3	\$48,268	\$44,744	\$41,591	\$44,687	\$39,045	\$39,045
4	\$49,789	\$46,264	\$43,112	\$46,207	\$40,554	\$40,554
5	\$51,306	\$47,772	\$44,628	\$47,721	\$42,083	\$42,083
6	\$53,029	\$49,293	\$46,138	\$49,251	\$43,597	\$43,597
7	\$54,342	\$50,817	\$47,666	\$50,757	\$45,119	\$45,119
8	\$55,862	\$52,332	\$49,196	\$52,281	\$46,634	\$46,634
9	\$57,390	\$53,864	\$50,713	\$53,871	\$48,156	\$48,156
10	\$58,909	\$55,378	\$52,232	\$55,325	\$49,679	\$49,679
11	\$60,447	\$56,902		\$56,851		

**Salary Schedule C - Nurses**

Step	Registered Nurse
1	\$53,452
2	\$55,277
3	\$57,106
4	\$58,929
5	\$60,754
6	\$62,578
7	\$64,401
8	\$66,232
9	\$68,065
10	\$69,100

**BETHPAGE UNION FREE SCHOOL DISTRICT  
OPERATIONS UNIT SALARY SCHEDULES  
Effective July 1, 2026 - June 30, 2027  
Bethpage, New York**

**Schedule A - 12 Month Employees**

Step	Senior Account Clerk	Steno Secty. Admin Asst.	Sr. Steno Principals / Attn'd Secretaries	Senior Clerk	Acct Clerk Payroll Acct Clerk Rec/Payable	Steno	Clerk Laborer/ Typist Clerk	Asst Bus Dispatcher	Hourly Typist
1	\$61,687	\$60,048	\$55,754	\$55,656	\$55,597	\$49,786	\$48,115	\$75,252	\$17.80
2	\$63,729	\$62,103	\$57,772	\$57,701	\$57,631	\$51,735	\$50,149		\$18.10
3	\$65,788	\$64,124	\$59,810	\$59,742	\$59,655	\$53,717	\$52,176		\$18.48
4	\$67,813	\$66,159	\$61,846	\$61,766	\$61,678	\$55,678	\$54,219		\$18.96
5	\$69,877	\$68,181	\$63,855	\$63,791	\$63,714	\$57,633	\$56,247		\$19.40
6	\$71,910	\$70,227	\$65,885	\$65,931	\$65,750	\$59,585	\$58,278		\$19.83
7	\$73,951	\$72,243	\$67,927	\$67,854	\$67,781	\$61,557	\$60,301		\$20.33
8	\$76,005	\$74,289	\$69,968	\$69,885	\$69,823	\$63,536	\$62,336		\$20.88
9	\$78,044	\$76,311	\$71,997	\$72,016	\$71,835	\$65,488	\$64,378		
10	\$80,085	\$78,352	\$74,029	\$73,955	\$73,871	\$67,464	\$66,410		
11	\$82,140	\$80,399	\$76,059	\$76,000	\$75,912				

**Salary Schedule B - 10 Month Employees**

Step	Admin Asst.	Sr. Steno Principals Secretaries	Steno	Sr. Library Clerk & Sr. Clerk	Typist Clerk	Teacher Aide Full-Time
1	\$46,114	\$42,538	\$39,318	\$42,472	\$36,707	\$36,707
2	\$47,689	\$44,077	\$40,854	\$44,031	\$38,267	\$38,267
3	\$49,233	\$45,639	\$42,423	\$45,581	\$39,826	\$39,826
4	\$50,785	\$47,189	\$43,974	\$47,131	\$41,365	\$41,365
5	\$52,332	\$48,727	\$45,521	\$48,675	\$42,925	\$42,925
6	\$54,090	\$50,279	\$47,061	\$50,236	\$44,469	\$44,469
7	\$55,429	\$51,833	\$48,619	\$51,772	\$46,021	\$46,021
8	\$56,979	\$53,379	\$50,180	\$53,327	\$47,567	\$47,567
9	\$58,538	\$54,941	\$51,727	\$54,948	\$49,119	\$49,119
10	\$60,087	\$56,486	\$53,277	\$56,432	\$50,673	\$50,673
11	\$61,656	\$58,040		\$57,988		

**Salary Schedule C - Nurses**

Step	Registered Nurse
1	\$54,521
2	\$56,383
3	\$58,248
4	\$60,108
5	\$61,969
6	\$63,830
7	\$65,689
8	\$67,557
9	\$69,426
10	\$70,482

## SALARY SCHEDULES - OFF SCHEDULE

Employee Name	Title	2022-23	2023-24	2024-25	2025-26	2026-27
Aguirre, Linda A	Nurse	\$66,406	\$67,734	\$69,089	\$70,471	\$71,880
Appold, Jo Ann	Senior Clerk Typist	\$71,607	\$73,039	\$74,500	\$75,990	\$77,510
Coniglio, Jacqueline	Clerk Typist	\$47,742	\$48,697	\$49,671	\$50,664	\$51,677
Ingoglia, Angela	Senior Clerk Typist	\$71,607	\$73,039	\$74,500	\$75,990	\$77,510
Larose, Jacqueline A	Clerk Typist	\$47,742	\$48,697	\$49,671	\$50,664	\$51,677
Riccardello, Valerie	Senior Clerk Typist	\$71,607	\$73,039	\$74,500	\$75,990	\$77,510
Tjimos, Ellen L	Senior Clerk Typist	\$70,993	\$72,413	\$73,861	\$75,338	\$76,845
Wallitsch, Marianne C	Stenographic Secretary	\$75,762	\$77,277	\$78,823	\$80,399	\$82,007

**VACATIONS: CLERICAL PERSONNEL - 12-Month Employees**

- 2 Weeks After one (1) year continuous service in District
- 3 Weeks After five (5) years continuous service in District
- 4 Weeks After ten (10) years continuous service in District

Vacation entitlement for a fiscal year shall be determined as follows: Service time shall be based on full-time, continuous employment in the District. Annual vacation entitlement shall be in accordance with the following schedule:

	<b>Maximum Days</b>
(a) completed less than 5 years of service June 30	10
(b) completed 5 years but less than 10 years of service by June 30	15
(c) completed more than 10 years of service by June 30	20

**NOTE: TEN-MONTH EMPLOYEES**

Ten-month employees (clerical personnel, Registered Nurses and Part-time Secondary School Monitors) are not entitled to a vacation in view of the fact that their scheduled work year now generally conforms to school calendar year except as otherwise stipulated in Article III hereof.